



# LARICA ESTATES LIMITED

Project Office :

7230

7, Red Cross Place, 4<sup>th</sup> Floor, Kolkata - 700001

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Website : [www.laricagroup.com](http://www.laricagroup.com)

## CERTIFICATE OF ALLOTMENT

*This is to certify that a Flat / Shop has been allotted to the under mentioned person at Larica Township, opposite to Loknath Temple, Barasat - Barrackpore Road, P. S. - Barasat Dist. 24-Parganas (N) on Terms of Conditions mentioned overleaf and details mentioned below :*

Name (First) : \_\_\_\_\_

2<sup>nd</sup> Applicant's Name : \_\_\_\_\_  
(If any)

3<sup>rd</sup> Applicant's Name : \_\_\_\_\_  
(If any)

Nominee : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Caste : \_\_\_\_\_ Occupation : \_\_\_\_\_

Registration No. : \_\_\_\_\_

Apartment Size \_\_\_\_\_ Rooms \_\_\_\_\_ Sq. Ft. Super Builtup Flat No. \_\_\_\_\_

On \_\_\_\_\_ Floor, Possession of flat expected within \_\_\_\_\_ Total price of

Rs. \_\_\_\_\_ out of which Rs. 5,000/- paid on Application Rs. 20,000/- paid on allotment

Balance Rs. \_\_\_\_\_ to be paid in \_\_\_\_\_

equal installments of Rs. \_\_\_\_\_ each.

For LARICA ESTATES LIMITED

\_\_\_\_\_  
Signature of Allottee

\_\_\_\_\_  
Director

## PAYMENT DETAILS

[illegible]



## PAYMENT DETAILS

[illegible]

## PAYMENT DETAILS

[illegible]



**TRANSFER(S) DETAILS**

Date	Transfer Number	Name & Address of TRANSFEREE (S)	Signature of Transferor (s)	Signature of Transferor (s)	Approved by Company

**Terms and Conditions of Allotment**

- Any additional facility as may be provided by the company shall be charged extra.
- Variation in the final layout & floor plans can be effected without any claim from the allottee.
- The time of payment of installments is the essence of this allotment.
- Membership to Larica Township club is optional & available.
- All correspondence will be made with the allottee at the address mentioned in their application form. Changes of address should be notified to the company immediately.
- It is understood that the allottee is having full knowledge of Laws, Notifications & rules applicable in general.
- Allottee will also be liable to pay Municipal tax for the apartment after possession.
- Allottee can make advance payment of installments and in such case 4% discount on such balance payment will be allowed.
- After handing over the possession of the apartment allottee will be required to pay monthly maintenance charge as decided by the Company or Maintenance Body.
- If the allotment of apartment is obtained by misrepresentation or fraud the allotment shall be liable to be cancelled & the allottee shall not be entitled to claim any compensation.
- The intending allottee agrees that the allotment of the apartment is subject to the force majeure clause.
- Installment should be paid within 10th of every month. Late fee will be charged @ Rs. 10/- per day per installment for regular scheme and Rs. 25 per day per installment for Takkal Scheme.
- Delay in payments of installments from the respective due date over 6 months shall not be condoned. In case of such delay the allotment may stand cancelled and company shall deduct 20% of the total price of the apartment. In case of such cancellation the allottee shall have no right and/or line on the apartment. Such payment will be refunded to the allottee without any interest and after deduction of said charges.
- The allottee under installment payment plan can transfer his/her allotment/apartment only after 2 years from the date of allotment certificate provided dues are clear.
- Conveyance Deed of the apartment shall be executed and registered in favour of allottee after full payment is made and possession is handed over. Allottee will be required to pay legal fees, Stamp Duty, Registration charges and other charges if any as may be levied by government from time to time.
- In case of cancellation by the applicant/s at any time before execution/registration of the deed the company shall have right to deduct 20% of the amount paid by allottee without any interest as service charges.
- Disputes if any shall be subject to the jurisdiction of courts of Law at Kolkata only.

Accepted

For LARICA ESTATES LIMITED

Allottee

Director

## **AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made this ..... day of .....  
(Two thousand and .....)

### **BETWEEN**

**M/S LARICA ESTATES LIMITED**, (PAN AAACL5431D), a Company incorporated under the Companies Act, 1956 having its registered office at 7, Red Cross Place, Police Station : Hare Street, Kolkata - 700001, represented by one of its Directors, **MR. MANISH LAKHOTIA**, having PAN ABAPL3373J, son of Mr. Satish Ch. Lakhotia, by faith Hindu, by occupation Business, by nationality Indian, residing at 7/1, Guru Saday Road, Police Station Karaya, Kolkata – 700019, hereinafter referred to as ‘the **VENDOR/FIRST PARTY**’ (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s)-in-office, administrators, legal representative and assigns) of the **ONE PART** ;

### **A N D**

**1)** ....., having PAN ....., wife/son/daughter of Mr. .... and **MR. ....**, having PAN ....., wife/son/daughter of ....., both are by faith : ....., by occupation : ....., by nationality : Indian, residing at ....., Post Office- ....., Police Station : ....., District : ....., Pin : ....., hereinafter called and referred to as the **PURCHASER/S / SECOND PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors-in-office, administrators, legal representatives and assigns) of the **OTHER PART** ;

### INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "Act" means the West Bengal Housing Industry Regulation Act, 2017;
- (b) "Regulation" means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "Section" means the section of the Act.
- (d) Architect:

Architect: Shall mean Architect or any firm or Company of Architects as may be appointed by the Vendor/Developer from time to time.

- (e) Deemed Date of Possession: In case the delivery of physical possession of the Apartment is withheld by the Allottee /Purchaser on any grounds/reasons, the physical possession of the Apartment shall be deemed to have been taken by the Allottee/Purchaser on the Deemed Date of Possession as indicated in the Notice of Possession and morefully described in Clause 7.2 below.

WHEREAS

- (A) By virtue of purchase by and under several Deed of Conveyance(s), LARICA ESTATES LIMITED, the Vendor / First Party herein acquired and became the sole and absolute and lawful owner in respect of diverse plots of land aggregating total area of about 188 (One Hundred Eighty Eight ) Decimal be the same a little more or less, lying or situated at Mouza : Baluria under Police Station : Barasat, A.D.S.R.O. Kadambagachi, Khatian No. : 2153, District North 24-Parganas, at present within the limits of the Ward No. 05 (previously 26) of the Barasat Municipality, more fully mentioned and described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "said property".
- (B) The Vendor with a view to construct several building / buildings and/or Housing Complex comprising several Blocks of Buildings and the units and common areas and common parts of the Housing Complex the Vendor / First Party obtained necessary sanction and/or permission from the concerned department of the Barasat Municipality and accordingly the vendor has been constructing the building(s) in accordance with the sanctioned / revised plan duly sanctioned / approved by the Barasat Municipality according to Building Plan vide sanction serial no. 996 pursuant to meeting dated 02/06/2016 into and over the said property more fully mentioned and described in the Schedule hereunder written.
- (C) The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings, and car parking spaces and the said project shall be known as Larica Garden Residence ("Project").
- (D) The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Developer regarding the Said Land on which Project is to be constructed have been completed;
- (E) The intimation of commencement of the work has already been submitted to the Barasat Municipality;

- (F) The Vendor has obtained the final layout plan, sanctioned plan, specifications and approvals of 8 blocks of Residential Buildings with some, car parking spaces and other constructed areas from Barasat Municipality. The Vendor/Developer agrees and undertakes that it shall not make any changes to approved plans except in strict compliance of the Act and other laws as applicable;
- (G) The Vendor has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- (H) The Purchaser/ Allottee had applied for an apartment in the Project vide application and has been allotted apartment hereinafter referred to as the "Apartment" more particularly described in Second Schedule
- (I) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- (J) The Vendor may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said act.
- (K) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter;
- (M) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment] morefully mentioned in Second Schedule.
- (N) Apartment, being **apartment No. : .....** on ownership basis at the said premises consisting of total measuring an area of ..... **Square feet** super built up area more or less on the ..... of the building, being **building No. ....** in the said Housing Project in the name style of “LARICA GARDEN RESIDENCY”, TOGETHER WITH undivided impartibly proportionate share into and over the land underneath the building and common parts, common area, amenities



and facilities free from all encumbrances, lien, charges, mortgages and attachments whatsoever and obtained the Letter of Allotment vide **Registration No. A - ..... dated .....**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES as follows:-

Explanation: 1

- (i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Vendor towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Developer shall periodically intimate to the Purchaser (s), the amount payable as stated in (i) above and the Purchaser (s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser (s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in Third Schedule includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes, electrical charges and maintenance charges.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any

other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/ charges imposed by the competent authorities, the Vendor shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/Purchaser.

- (vi) The Allottee(s)/Purchaser shall make the payment as per the payment plan set out in Fourth Schedule ("Payment Plan").
- (vii) It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee /Purchaser as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- (viii) The Vendor shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee/Purchaser, the Promoter may demand that from the Allottee /Purchaser as per the next milestone of the Payment Plan as provided in **Fourth Schedule**. All these monetary adjustments shall be made at the same rate per square feet as per **Second Schedule** of this Agreement.

- 2. 1 (i) The Allottee/Purchaser shall have exclusive ownership of the Apartment;

- (ii) The Allottee/Purchaser shall also have right to use the Common Areas transferred to the association of allottees/Purchaser. Since the share interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee /Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Vendor shall hand over the common areas to the association of allottees/Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee/Purchaser to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
- (iii) The Vendor/First Party has agreed to sell and the Allottee/Purchaser(s) herein has /have agreed to purchase one self-contained residential unit, being **apartment No. : .....**, having super built up area ..... **Square feet** super built up area more or less on the ..... **Floor** of the building, being **building No. : .....** in the Housing Project **TOGETHER WITH** undivided impartibly proportionate share into and over the land underneath the building and common parts, common area, amenities and facilities thereto at or for the total price and/or consideration of ...../- ( **Rupees .....** ) only free from all encumbrances, lien, charges, mortgages and attachments whatsoever.
- (iv) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in Third Schedule, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes, electrical infrastructure and maintenance charges.
- (v) The Allottee/Purchaser has the right to visit the project site to assess the extent of development of the project and his/her apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 2.2 It is made clear by the Vendor and the Allottee/Purchaser agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and



amenities shall be available only for use and enjoyment of the Allottees /Purchaser of the project.

- 2.3 The Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees/Purchaser, which it has collected from the Allottees/Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor fails to pay all or any of the outgoings collected by it from the Allottees/Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees/Purchaser, the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 2.4 The Allottee /Purchaser has paid a sum equivalent to 20% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the **Payment Plan [Fourth Schedule ]** as may be demanded by the Vendor within the time and in the manner specified therein: Provided that if the allottee/Purchaser delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rules.

### 3. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendor abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on written demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Vendor payable at Kolkata at its office.

### 4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 4.1. The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfil its obligations under this Agreement. Any

refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

4.2. The Vendor accepts no responsibility in regard to matters specified in para 4.1 above. The Allottee/Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

**5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee/Purchaser authorizes the Vendor to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/Purchaser against the Apartment, if any, in his/her name and the Allottee/Purchaser undertakes not to object/demand/direct the Vendor to adjust his/her payments in any other manner.

**5. TIME IS ESSENCE:**

The Vendor shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/Purchaser and the common areas to the association of Allottee/Purchaser subject to the same being formed and registered.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee/Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Fifth Schedule which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this

Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /'alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT:**

### **7.1. Schedule for possession of the said Apartment - The Vendor**

agrees and understands that timely delivery of possession of the Apartment to the Allottee/Purchaser and the common areas to the Association of Allottee/Purchaser is the essence of the Agreement. The Vendor assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on December 2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Allottee/Purchaser the entire amount received by the Vendor from the allotment within 45 days from that date. The Vendor shall intimate the Allottee/Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, the Allottee/Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

### **7.2. Procedure for taking possession - The Vendor, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/Purchaser in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Vendor agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee/Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/association of Allottee/Purchaser, as the case may be from the date of the issuance of the completion certificate for the project. The Vendor shall hand over the photocopy of completion certificate of the project to the Allottee/Purchaser at the time of conveyance of the same.**



**7.3. Failure of Allottee/Purchaser to take Possession of Apartment -**

Upon receiving a written intimation from the Vendor as per para 7.2, the Allottee/Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs. 3,000/- per month or part thereof for the period of delay of taking possession.

**7.4 Possession by the Allottee/Purchaser -** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees/Purchaser, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of Allottee/Purchaser upon its formation and Registration;

Provided that, in the absence of any local law, the Vendor shall handover the necessary documents and plans, including common areas, to the association of Allottee/Purchaser or the competent authority, as the case may be, within thirty days after formation and registration of the association of allottees.

**7.5. Cancellation by Allottee/Purchaser -** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Vendor, the promoter herein is entitled to forfeit the booking amount paid for the allotment.

**7.6. Compensation -** The Vendor shall compensate the Allottee/Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount

received by the Vendor in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Vendor shall pay the Allottee/Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Vendor to the Allottee/Purchaser within forty- five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

The Vendor hereby represents and warrants to the Allottee/Purchaser as follows:

- (i) The Vendor have absolute, clear and marketable title with respect to the said Land; the requisite authority and rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project till date;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment to be constructed;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas till the date of handing over of the project to the association of Allottee/Purchaser;
- (vi) The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- (vii) The Vendor has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;

- (ix) At the time of execution of the deed of sale the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Purchaser and the common areas to the association of Allottee/Purchaser once the same being formed and Registered;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and. facilities) has been handed over to the Allottee/Purchaser and the association of Allottee/Purchaser or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1. Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:

- (i) Vendor fails to provide ready to move in possession of the Apartment to the Allottee/Purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In ease of Default by Vendor under the conditions listed above,  
Allottee/Purchaser is entitled to the following:



- (i) Stop making further payments to Vendor as demanded by the Vendor. If the Allottee/Purchaser stops making payments the Vendor shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee/Purchaser shall prior to receipt of refund on the above account from the Vendor, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor;

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendor to the Allottee/Purchaser within forty-five days of it becoming due.

9.3. The Allottee/Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee/Purchaser fails to make payments for consecutive demands made by the Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond two consecutive months after notice from the Vendor in this regard, the Vendor upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee/Purchaser and refund the money paid by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated subject to compliance of clause 34.10.

## **10. CONVEYANCE OF THE SAID APARTMENT:**

The Vendor, on receipt of Total Price of the Apartment as per Third Schedule under the Agreement from the Allottee/Purchaser, shall execute a deed of sale drafted by the Vendor's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion

certificate and the completion certificate, as the case may be, to the Allottee/Purchaser.

However, in case the Allottee/Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Purchaser authorizes the Vendor to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the Allottee/Purchaser shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

**11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining completion certificate, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Vendor/maintenance agency/association of Allottee/Purchaser shall have rights of unrestricted access of all Common Areas and car parking parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchaser and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as

parking spaces and the same shall be reserved for use by the association of Allottee/Purchaser formed by the Allottee/Purchaser for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1. Subject to para 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Allottee/Purchaser and/or maintenance agency appointed by association of Allottee/Purchaser. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such Apartment.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Vendor. If the Allottee/Purchaser (s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.



**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER SUBSEQUENT ALLOTTEES/PURCHASER:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee/Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1. The Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan [**Annexure C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Vendor in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Allottee/Purchaser.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee(s) /Purchasers in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor or through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

That all notices to be served on the Allottee/Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Vendor by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES/PURCHASERS:**

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Vendor to the Allottee/Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/Purchaser.

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee/Purchaser in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment, , shall not be construed to limit the rights and interests of the

Allottee/Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**34. MISCELLANEOUS:**

- 34.1 The Allottee/Purchaser aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Vendor and the Allottee/Purchaser shall not claim, demand or dispute in regard thereto.
- 34.2 The Allottee/Purchaser prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the Allottee/Purchaser may do so with the permission of the Vendor subject to payment of administrative charges @2% (two per cent) of the total price to the Vendor.
- 34.3 The Allottee/Purchaser agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in **Fifth Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee/Purchaser shall not be entitled to raise any claim for such variation.
- 34.4 In the event of the Allottee/Purchaser obtaining any financial assistance and/or housing loan from any bank/ financial institution the Vendor shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee/Purchaser and the Bank/ financial institution, SUBJECT

HOWEVER the Vendor being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Vendor shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/Purchaser from such bank/ Financial Institution.

- 34.5 In case payment is made by any third party on behalf of Allottee/Purchaser, the Vendor will not be responsible towards any third party making such payment/remittances on behalf of the Allottee/Purchaser and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Vendor shall issue the payment receipts in the name of the Allottee/Purchaser only.
- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 Vendor may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee/Purchaser shall not have any objection to it and further, the Allottee(s)/Purchaser hereby give consent to the Vendor that the Vendor shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed to the Allottee(s) /Purchaser or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee/Purchaser is also notified that the Vendor may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Vendor may decide to provide for a passage way across this Project which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Vendor may extend the size of the Project as presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Vendor will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended

Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

- 34.8 The Possession Date has been accepted by the Allottee/Purchaser. However, if the said Apartment is made ready prior to the Completion Date, the Allottee/Purchaser undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee/Purchaser are linked inter alia to the progress of construction, and the same is not a time linked plan.
- 34.9 The right of the Allottee/Purchaser shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- 34.10 In the event of cancellation of allotment The balance amount of money paid by the Allottee/Purchaser (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee/Purchaser) shall be returned by the Vendor to the Allottee/Purchaser without interest, out of the amounts received by the Vendor against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee/Purchaser if the current Sale Price is less than the Purchase Price. The Allottee/Purchaser shall prior to receipt of refund on the above account from the Vendor, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor.
- 34.11 If due to any act, default or omission on the part of the Allottee/Purchaser, the Vendor is restrained from construction of the project and /or transferring and disposing of the other Apartments in the project then and in that event without prejudice to the Vendor's such other rights the Allottee/Purchaser shall be liable to compensate and also indemnify the Vendor for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Vendor.
- 34.12 The Vendor will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee/Purchaser desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee/Purchaser has made full payment according to the terms of payment, at its sole discretion, the Vendor/Builder may subject to receipt of full payment



allow any Allottee/Purchaser access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee/Purchaser provided that such access will be availed in accordance with such instructions of the Allottee/Purchaser in writing and that the right of such access may be withdrawn by the Vendor at any time without assigning any reasons.

- 34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 34.14 The cost of maintenance will be paid/borne by the Allottee/Purchaser from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees/Purchasers and thereafter to the association of Allottees/Purchasers. The Allottee/Purchaser shall before taking possession of the apartment pay @ Rs. 2/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee/Purchaser shall additionally pay @ Rs. 2/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas as mentioned in the Sixth Schedule hereunder written.
- 34.15 It is clarified that the defect liability responsibility of the Vendor shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee /Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Vendor to the Allottee /Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Vendor shall not be responsible for any defects occurring due to the same.
- 34.16 That on and from the date of possession of the said flat/unit, the Allottee /Purchaser shall:
- a. Co-operate in the management and maintenance of the said project Larica Green Residence“.
  - b. Observe, comply and abide by the rules framed from time to time by the Vendor and subsequently by the Association, after the same is

formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Vendor, until formation of the Association including the GST.
- d. The Allottee /Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee /Purchaser shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee /Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Vendor/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i) to discontinue the supply of electricity to the "Said Unit".
  - ii) to disconnect the water supply
  - iii) not to allow the usage of lifts, either by Allottee /Purchaser, his/her/their family members, domestic help and visitors.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee /Purchaser has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Vendor/Association to realize the due amount from the Allottee /Purchaser.
- f. Use the said flat/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Vendor or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.

- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee /Purchaser.
- m. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- n. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the „Said Flat“.
- o. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

THE SCHEDULE REFERRED TO ABOVE

(FIRST SCHEDULE)

ALL THAT piece and parcel of land measuring an area of 188 Decimal, more or less, comprised in Dag No's. : 109, 111, 112, 312 & 312/1225, Mouza : Baluria, Khatian No. : 2153, J. L. No. : 37, Pargana : Anowarpur, Touzi No. : 146, A.D.S.R.O. : Kadambagachi, Police Station : Barasat, District : North 24-Parganas, at present within the limits of the Ward No. 05 of the Barasat Municipality bearing Holding No. 295/A. Barasat Baluria Road.

SECOND SCHEDULE REFERRED TO ABOVE

( Description of the Apartment /unit hereby agreed to be sold /conveyed)

ALL THAT one self-contained residential Flat, being **Flat No. ....** having total super built up area of ..... ( ..... ) Square

Feet more or less, on the ..... **Floor** of the building, being **building No.** ..... lying or situated within the said Housing Project commonly known and reputed as **LARICA GARDEN RESIDENCY** and the said flat, **TOGETHER WITH** the proportionate rights in the common areas and parts comprised in the building and/or housing complex and also the undivided proportionate impartibly variable share in the right, title and interest in the land mentioned in the First Schedule hereinabove.

Latitude/ Longitude of the end points of the Project

Latitude - 22.43' 34.1616"N

Longitude – 88.28' 29.8560"E

**THIRD SCHEDULE REFERRED TO ABOVE**  
**(PAYMENT SCHEDULE)**

The total agreed consideration amount payable by the Purchaser in terms of this agreement are as follows : -

Price for the Apartment /Flat	::	Rs.
Price of Car Parking Space	::	Rs.
Out of which, amount paid till date of this agreement	::	Rs.
Balance to be paid by the Purchaser through Bank Loan or Own fund.	::	Rs.

**SPECIFICATION OF WORKS**

STRUCTURE	R. C. C. Frame Structure
WALLS :	Weather Resistant Brick Walls
FOUNDATION :	R. C. C. Footing with Anti Termite
DOORS:	Factory made decorative flush door set
WINDOWS :	Glazed Steel window
FLOORS:	Marble/Floor Tiles
TOILET:	Glazed tiles dado up to 5 ft., Shower, Wash Basin white colour of reputed make, elegant C. P. Fittings.
ELECTRICAL:	Concealed conduit copper wiring with standard quality electrical accessory TV & Telephone outlets, Cable TV.
KITCHEN:	Black stone with ceramic tiles 2 ft. above working platform with Steel sink.

**FORTH SCHEDULE REFERRED TO ABOVE**

**(PAYMENT SCHEDULE)**

(a) At the time of Agreement 20% Rs. ....

(b) On completion of Foundation 10% Rs. .

- (c) On completion of Ground Floor roof 10% Rs. ....
  - (d) On completion of First Floor roof 10% Rs. .
  - (e) On completion of Second Floor roof 10% Rs. ....
  - (f) On completion of Third Floor roof 10% Rs. .
  - (g) On completion of Fourth Floor roof 10% Rs. ....
  - (h) On completion of Flooring 15% Rs. ....
  - (l) On possession and/or Registration whichever is earlier 5% Rs.  
.....
- (Rupees ..... Lacs) only

*FIFTH SCHEDULE REFERRED TO ABOVE*

(Common parts / rights – Common to the co/owners of the buildings)

- a) Entirety of the land described in the First Schedule hereinabove.
- b) The foundation, columns, beams, supports, fire escape, entrance and exist gate etc.
- c) Stairs, stair case, stair ways of all floors up to the top floor having lighting, fixtures and fittings in the common places.
- d) Land / space of staircase on all floors meant for egress and ingress to the respective flats and/or flats.
- e) Water reservoir, overhead tank, water pump with motor, pump room for the purpose of plumbing / pumping water from the underground reservoir to the overhead water tank, and distribution pipes to different flats and from reservoirs to the tanks and to the various flats and flats respectively.
- f) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including path/ways and stair case. Electrical wiring and switches from ground floor to the flats respectively.



- g) The entire drainage and sewerage system, drain and sewers from the building to the Municipal ducts including septic tank, if any and water and sewerage evacuation pipes from the flat to drains and sewers common to the building.
- h) Driveways, path/ways and lobby in the ground floor, which are earmarked specifically for common user.
- i) The land and open spaces except roof in the building other than those reserved by the Vendor and the land under the building for the purpose of access only.
- j) Water reservoir and distribution arrangements and pipes to the reservoir of the building.
- k) Boundary wall and main gates to the building on the ground floor.
- l) Space for installation of electric meters and board and space for installations of electrical main switch but not individual electric meter or switch.
- m) Right and privilege over vertical and lateral support, easement and quasi casement and appurtenances whatsoever which are in any way connected with Flat and/or Flat which are necessary to support the structure and construction of external part of the schedule Flat.
- n) Right of access and common user with the other co/occupants of the said apartment/buildings for the purpose of egress and ingress to the schedule Flat.
- o) Right of access and common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the schedule Flat and water supply system and electric lighting in the common areas mentioned above.
- p) Any other portion of the land or buildings that shall be subsequently notified and specified as being common area by the body or authority

entrusted with the maintenance and upkeep of the said apartment / buildings.

*SIXTH SCHEDULE REFERRED TO ABOVE*

( Common expenses )

The Purchasers shall be liable and responsible for making payment (proportionately) of the followings from the date of taking over possession of the said Flat :

1. Costs of maintaining operating replacing, white / washing, painting rebuilding, reconstructing, decorating, re/decorating and lighting at the common parts and the common portions including the outer walls of the building and boundary walls.
2. Salaries of Care-taker, Security Guard, Electrician, Plumber, Gardeners and other expenses for the person/s employed for the common purposes.
3. Expenses and deposits for supply of common utilities to the co/owners.
4. Municipal and other rates, taxes levies and impositions and all outgoings save those separately assessed or imposed in respect of the scheduled Flat.
5. Cost of establishment and operations of the Association relating to the common purposes.
6. Litigation expenses incurred for the common purposes.
7. Insurance premium in respect of the building or any other charges and expenses thereto.
8. All other expenses and outgoings is/are deemed by the Vendor or the Association to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation and painting of the common parts and the common portions.

IN WITNESS WHEREOF *the Parties hereunto have set and subscribed their respective hands on the day, months and year first above written.*

SIGNED, SEALED AND DELIVERED  
By the PARTIES in the presence of : -

2.

\_\_\_\_\_  
*M/S LARICA ESTATES LIMITED  
VENDOR/ DEVELOPER*

\_\_\_\_\_

\_\_\_\_\_  
*PURCHASERS*

MEMO OF CONSIDERATION

*RECEIVED* with thanks from the within named Purchaser the within mentioned sum of **Rupees .....**( **Rupees .....** ) **only** being Application money and/or advance/earnest money and/or part payment out of the abovementioned total consideration payable under these presents.

WITNESSES :

1.

2.

\_\_\_\_\_  
*M/S LARICA ESTATES LIMITED  
VENDOR/ DEVELOPER*

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made this the \_\_\_\_\_ day of .....  
20..... ( Two Thousand and ..... )

*BETWEEN*

**M/S LARICA ESTATES LIMITED**, having PAN AAACL5431D, a Company registered and incorporated under the Companies Act, 1956, having its Registered Office at 7, Red Cross Place, 4<sup>th</sup> Floor, Kolkata – 700001, Police Station – Hare Street, represented by its' one of the Directors, **MR. MANISH LAKHOTIA**, having PAN ABAPL3373J, son of Mr. Satish Chandra Lakhotia, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at : 7/1, Gurusaday Road, Post Office: Ballygunge, Police Station : Karaya, Kolkata - 700019, hereinafter called and referred to as the **VENDOR** ( which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its' successors-in-office, administrators, legal representatives and assigns ) of the **ONE PART**;

*AND*

....., having PAN ....., wife/son/daughter of Mr. ...., by faith : Hindu, by occupation : ....., by nationality : Indian, residing at ....., Barasat, Post Office ....., Police Station : ....., District : ....., West Bengal, Pin : ....., hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her/his/their heirs, successors, administrators, legal representatives and assign) of the *OTHER PART* ;

**WHEREAS** the vendor herein is the absolute and lawful owner of the diverse plots of land in Mouza Baluria, J. L. No. 37, under Police Station : Barasat, within the local limits of Barasat Municipality, District : 24-Parganas (North), aggregating an area 01 Acre 88 Decimals ( Equivalent to 188 Sataks / Decimals ) more or less morefully mentioned and described hereunder written which was acquired by the Vendor by virtue of purchase under several registered Deed of Conveyances and hereinafter for the sake of brevity referred to as “the said property”.

Particulars of the purchased deeds and properties mentioned hereunder :-

<u>Deed No.</u>	<u>Dag No.</u>	<u>Mouza</u>	<u>Area of land</u> ( in Sataks/Decimals)
Being No. 1611 of 2010 ARA - II, Kolkata	109	Baluria	15.00 Sataks

Being No. 4896 of 2010 ARA - II, Kolkata	112	Baluria	06.00 Sataks
Being No. 4897 of 2010 ARA - II, Kolkata	112	Baluria	30.00 Sataks
Being No. 4898 of 2010 ARA - II, Kolkata	112	Baluria	30.00 Sataks
Being No. 4899 of 2010 ARA - II, Kolkata	112	Baluria	30.00 Sataks
Being No. 8055 of 2010 ARA - II, Kolkata	111	Baluria	09.00 Sataks
Being No. 10356 of 2010 ARA - II, Kolkata	312	Baluria	16.40 Sataks
Being No. 10357 of 2010 ARA - II, Kolkata	312	Baluria	16.40 Sataks
Being No. 14475 of 2010 ARA - II, Kolkata	312/1225	Baluria	07.50 Sataks
Being No. 0068 of 2011 ARA - II, Kolkata	312	Baluria	16.40 Sataks
Being No. 0071 of 2011 ARA - II, Kolkata	312/1225	Baluria	12.00 Sataks

AND WHEREAS the vendor as such absolute and lawful owner of the aforesaid property or properties got its' name mutated in the assessment register of the Barasat Municipality vide Holding No. 295/A, Barrackpur Road in Mouza Baluria, within the local limits of Ward No. 05 of Barasat Municipality, Police Station Barasat, District 24-Parganas (North), which is more fully mentioned and described in the FIRST SCHEDULE hereunder written.

AND WHEREAS with a view to develop the aforesaid property or properties by making a Housing Complex or otherwise commercially exploit the same by constructing several building / buildings in several blocks, the Vendor herein has obtained necessary sanction and/or permission from the concerned department of the Barasat Municipality according to Building Plan vide sanction serial no. 996 pursuant to meeting dated 02/06/2016.

AND WHEREAS the Vendor herein has already constructed several buildings in several blocks comprising of several residential Flats / units / car parking spaces etc., and other common area / parts etc., and the said project and the said property in its entirety also more fully mentioned and described in the **FIRST SCHEDULE** hereunder written.



AND WHEREAS the Vendor hereto invited offer from the intending buyer / Purchasers (s) for acquiring self contained residential Flats / units / car parking Spaces etc. together with proportionate undivided share of the land (impartible) underneath the building and other common rights and benefits thereto.

AND WHEREAS being satisfied regarding the title of the property and on going through and upon inspection of the deeds, papers, documents and the sanctioned Building Plan as well as the construction of the building, the Purchasers herein has agreed to acquire One self contained residential Flat on ownership basis at the said premises ( the said Housing Project commonly known and reputed as **"LARICA GARDEN RESIDENCE"** ) TOGETHER WITH undivided impartible proportionate share into and over the land underneath the building and common parts, common area, amenities and facilities free from all encumbrances, lien, charges, mortgages and attachments whatsoever.

AND WHEREAS accordingly the Vendor hereto has agreed to sell and the Purchasers herein has agreed to purchase ALL THAT One self contained flat, being **flat No. ....** measuring super built up area ..... **Square Feet** more or less, on the .....**Floor** of the building, being **building No. ....**(hereinafter for the sake of brevity referred to as **"the said flat"** ) more fully mentioned and described as **"the said flat"**) more fully mentioned and described in **SECOND SCHEDULE** hereunder written together with proportionate undivided share of the Land (impartible /variable and attributable to the said Flat) particulars of which fully mentioned in the **FIRST SCHEDULE** hereunder written along with easement and quasi-easement rights over the common areas meant for the common use, occupation and enjoyment fully mentioned in the **THIRD SCHEDULE** hereunder written at or for the total price of **Rs. ..../- ( Rupees ..... )** only free from all encumbrances and attachments whatsoever.

AND WHEREAS on receiving the full and final consideration amount in respect of the said Flat under reference the Vendor has agreed to execute and register the instant Deed of Conveyance in favour of the Purchasers herein.

NOW THE INDENTURE WITNESSETH that in consideration of total sum of **Rs. .... ( Rupees ..... )** only lawful money of the Union of India well and truly paid by the Purchasers to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge as per Memo of consideration hereunder written and to have been received of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchasers as well as the said Flat hereby conveyed ), the Vendor doth hereby grant, transfer, convey assign and assure unto and in favour of the Purchasers ALL THAT self contained flat, being **flat No.**

..... measuring an area ..... **Square feet** ( super built up area ) more or less, on the ..... **Floor** of the building, being **building No.** ....., lying or situated at and being Municipal Holding No. 295/A, Barrackpur Road, in Mouza Baluria, J. L. No. 37, within the local limits of Barasat Municipality Ward No. 05, Police Station Barasat, District 24-Parganas (North), more fully and elaborately described in the **SECOND SCHEDULE** hereunder written together with undivided proportionate share and interest of the land attributable to the said flat in the said premises more fully mentioned in the **FIRST SCHEDULE** hereunder written and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building more fully and elaborately described in the **THIRD SCHEDULE** hereunder written and also all the right title and interest of the vendor hereby sold and transferred unto and in favour of the purchasers herein into or upon the said flat and together with all other ways paths passages sewers advantages and appurtenances whatsoever to the said flat belonging to or in anywise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part there or portions thereof TOGETHER WITH the right to use the common areas and paths and passages for the purpose of free ingress and egress out of the said flat and every part or portions thereof in common with the other owners and occupiers of the said building and all the rights of easements and quasi-easements and stipulations and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises the land and the building by the Purchasers and the co-owners as mentioned in the **THIRD SCHEDULE** hereto and **TO HAVE AND TO HOLD** the said flat and the undivided proportionate share in the common portions and all other benefits and rights hereby granted transferred conveyed assigned and assured or expressed or intended so to be with all rights benefits members easements and appurtenances thereto unto and to the use of the purchasers herein absolutely and forever SUBJECT TO the covenants and the rules and regulations contained herein AND ALSO SUBJECT TO the purchasers making payments of the proportionate or apportioned share of the maintenances charges and statutory rates taxes and impositions particulars whereof mentioned in the **FOURTH SCHEDULE** hereunder written in respect of the said flat from the date hereof all taxes impositions and other common expenses relating to the said flat and the undivided proportionate share in the common portions and/or the said undivided impartible proportionate share in the land contained in the ownership Block appurtenant to the said flat and the rights and properties appurtenant thereto.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows :

- i) THAT the interest which the Vendor doth hereby profess to transfer, subsists and that the Vendor has the absolute right, full power and absolute authority to grant, sell convey transfer assign and assure unto the purchasers the said share in the land and the rights and properties appurtenant thereto and then said flat and the undivided proportionate share in the common portions respectively.
- ii) AND THAT it shall be lawful for the purchasers herein from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said Flat and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever.
- iii) THAT notwithstanding any act deed matter or thing whereby the Vendor done or executed or knowingly suffered to the contrary the Vendor herein is now lawfully and rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said flat and every part or portion thereof hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchasers herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.
- iv) AND THAT notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the Vendor has now full right power and absolute authority to grant sell, convey, transfer, assign and assure the said Flat along with undivided proportionate share of land and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the purchasers herein in the manner as aforesaid according to the true intent and meanings of these presents.
- v) AND THAT the Vendor shall from time to time and at all times hereafter upon every request and at the costs of the purchasers, make doth acknowledge exercise execute and perfect all such further and/or other lawful and reasonable acts deed matters and things whatsoever for further better and more perfectly assuring the said Flat and the undivided proportionate share in the common portions together with the benefits

rights and properties hereby granted unto the purchasers in the manner aforesaid.

- vi) AND ALSO THAT the Vendor and/or the association, upon its formation shall unless prevented by fire or some other irresistible force or accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the purchasers herein make do produce or cause to be made executed and produced to the purchasers herein or to their attorneys or agents at or before or in any Court of Law, Tribunal, board or authority or otherwise as occasion shall require all the deeds pattahs muniments documents writings and evidences of title exclusively relating to the said premises and the said Flat in the custody control and power of the Vendor herein and shall also at the like request and cost of the purchasers deliver to the purchasers herein or his successors in title such attested or other true copies or extracts from the said deeds pattahs muniments documents writings and evidence of title or any of them as the purchasers may require and the vendor shall in the meantime unless prevented as aforesaid keep the said deeds pattahs muniments documents writings and evidences of title safe, in obliterated and un cancelled.
- vii) AND ALSO THAT the Vendor herein shall not do anything or make any grant or term whereby the rights of the purchase hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the purchasers as co-owners hereunder.
- 3. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows :

To observe, fulfill and perform the rules regulations and covenants hereunder written and to regularly pay and discharge all taxes impositions and all other outgoings on and in connection with the said Flat wholly and the common portions of the buildings proportionately including the common expenses to the Vendor and/or association to be formed by the Vendor.
- 4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :
  - i) THAT neither the purchasers not any heir of the purchasers shall claim from the Vendor and/or the other co-owners any right title or interest in any other part or portions of the land and/or in the new building, save and except the said flat and the undivided share of the land (attributable to the said flat) and the rights and properties appurtenant thereto and the benefits rights and properties hereby sold and conveyed.

- ii) AND THAT the Vendor reserves the right of the roof of the building exclusively and the vendor is entitled to build and construct additional floor over the present roof of the building by obtaining permission from the concerned authority.
- iii) AND THAT the purchasers shall keep and maintain the flat and in good and habitable condition and also be abide by the rules and regulations of the vendor, association and the concerned Municipal office from time to time.
- iv) AND THAT the Purchasers shall be liable for making payments of proportionate municipal rates, taxes, ground rent, maintenance charges and other incidental charges and expenses from time to time for up keep and maintenance of the building or otherwise which may be determined by the Vendor / Company for the same.

( Definitions )

The terms used in this Indenture shall unless be contrary and/or repugnant to the contest mean and include the following :

- 1. ADVOCATES shall mean Advocates, appointed by the Vendor as the Advocates for the project.
- 2. ARCHITECT shall mean Architect whom the Vendor has appointed as the Architects for the new building.
- 3. ASSOCIATION shall mean a Limited Company or society or Syndicate or Association to be promoted or formed by the Vendor for the common purposes and shall include any ad hoc committee formed by the Vendor prior to the formation of the association.
- 4. COMMON PORTIONS shall mean all the common areas, drive way, corridors, hallways, stair ways paths ways passage drainage common lavatories pump room over head and underground tank, tube well motor pump, motor open site spaces entrance main gate and other facilities amenities erections construction and installations comprised in the premises and/or the building more fully mentioned in the THIRD SCHEDULE hereto and expressed or intended for common use and enjoyment of the co owners.
- 5. COMMON EXPENSES shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building and the premises and/or expenses for the common purposes including those mentioned in the FOURTH SCHEDULE hereto but does not include any expenses required to be

incurred by the co owners of the Flats for effecting repairs to their respective Flats.

6. COMMON PURPOSE shall mean the purpose of managing and maintaining the new building and the premises particularly the common portions collection and reimbursement of the common expenses and dealing with matters of common interest of the co owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Flats exclusively and the common portion in common.

7. CO-OWNERS shall according to its context mean all persons who have acquired or may agreed to acquire or owner of flats in the building including the Vendor for those flats not alienated or agreed to be alienated.

8. MUNICIPALITY shall mean the Barasat Municipality and shall also including the Kolkata Metropolitan Development Authority and other concerned authorities which have sanctioned the plans and ratified the construction of the building and/or are otherwise concerned with imposition of rates and taxes.

9. BUILDING shall mean the structure which has been constructed by the Vendor on the premises.

10. PLANS shall mean the plans, drawing sand specifications of the building, prepared by the Architect and sanctioned by the concerned authorities PROVIDED THAT it shall also include all alternations / modifications therein from time to time made with the approval of the Architect of the Vendor.

11. PREMISES shall mean the ENTIRE premises / PROJECT described in the FIRST SCHEDULE HERETO and shall also include the building constructed and completed thereon, whatever the context so permits.

12. PROPORTIONATE COMMON AREAS IN THE COMPLEX shall mean the super built up of all the units of the building / complex and the proportionate common areas bears to the areas separately identified and kept separately for the common use of the complex provided always that such apportionment of common areas in the complex shall always indivisible and variable for further construction on the roof of the respective blocks of the building as per sanction plan.

13. SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO shall mean and include the undivided impartible proportionate share in the land contained in the Flat / ownership block appurtenant to the said flat.

14. SAID FLAT shall mean the flat described in the SECOND SCHEDULE hereto.

15. SUPER BUILT UP AREA shall have the same meaning as covered area and according to its context mean the plinth area of the said flat or all Flats in the new building including the rooms and also the thickness of the boundary walls inter wall and pillars and also including a proportionate share of the area of the common portions.

16. TOTAL CONSIDERATION shall mean and include all sums paid / payable by the purchasers to the Vendor hereunder for and towards the consideration for sale of the said Flat along with proportionate ( impartible and variable ) share in the land and the common portions proportionately.

17. UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean undivided share in the land contained in the ownership block of the premises described in the FIRST SCHEDULE HERETO appurtenant to the said Flat and inter alia, agreed to be sold to the purchasers which shall always be impartibly and shall be proportionate to the super built up area of the said flat and shall also include such shares appurtenant to all other Flats comprised in the building where the context permits.

NOTE :

1. *SINGULAR* shall include the plurals and vice versa.
2. *MASCULINE* gender shall include the feminine and neuter gender and vice versa.

FIRST SCHEDULE REFERRED TO ABOVE

( Entire premises / project )

ALL THAT piece and parcel of diverse plots of land aggregating an area 01 Acres 52 Decimals / Sataks ( Equivalent to 188 Sataks / Decimals ) more or less lying or situate at and being Municipal Holding No. 295/A, Baluria Road within the limits of the Ward No. 05 of the Barasat Municipality Comprised in R. S. and L. R. Dag Nos. 109, 111, 112, 312, & 312/1225 appertaining to L. R. Khatian No. 2153 in Mouza Baluria, J. L. No. 37, Pargana Anowarpur, Touzi No. 146, A.D.S.R.O. Kadambagachi, Police Station – Barasat, District North 24-Parganas TOGETHER WITH building (s) and/or structure standing thereon or part thereof in several building consisting of several Flat/Unit/Car parking space / etc.

SECOND SCHEDULE REFERRED TO ABOVE

( Description of the Flat hereby sold / conveyed )



ALL THAT one self contained residential Flat, being **Flat No. ....** having total super built up area of ..... ( ..... ) Square Feet more or less, on the ..... **Floor** of the building, being **building No. ....**, lying or situated within the Project commonly known and reputed as “**LARICA GARDEN RESIDENCE**” and the said flat is more particularly shown and delineated in the site Sketch Map or Plan annexed hereto in marked with RED border lines thereon as part and parcel of this Indenture, TOGETHER WITH the proportionate undivided share or interest into and over the land contained in the ownership Block (variable and not portable) in which the said Flat/Unit situated and also the rights over the common areas and parts comprised in the building and/or housing complex particulars whereof mentioned in the Third Schedule hereunder written.

**THIRD SCHEDULE REFERRED TO ABOVE**

(Common parts / rights – Common to the co/owners of the buildings)

- a) Entirety of the land described in the First Schedule hereinabove.
- b) The foundation, columns, beams, supports, fire escape, entrance and exist gate etc.
- c) Stairs, stair case, stair ways of all floors up to the top floor having lighting, fixtures and fittings in the common places.
- d) Land / space of staircase on all floors meant for egress and ingress to the respective flats and/or flats.
- e) Water reservoir, overhead tank, water pump with motor, pump room for the purpose of plumbing / pumping water from the underground reservoir to the overhead water tank, and distribution pipes to different flats and from reservoirs to the tanks and to the various flats and flats respectively.
- f) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including path/ways and stair case. Electrical wiring and switches from ground floor to the flats respectively.
- g) The entire drainage and sewerage system, drain and sewers from the building to the Municipal ducts including septic tank, if any and water and sewerage evacuation pipes from the flat to drains and sewers common to the building.
- h) Driveways, path/ways and lobby in the ground floor, which are earmarked specifically for common user.
- i) The land and open spaces except roof in the building other than those reserved by the Vendor and the land under the building for the purpose of access only.
- j) Water reservoir and distribution arrangements and pipes to the reservoir of the building.
- k) Boundary wall and main gates to the building on the ground floor.

- l) Space for installation of electric meters and board and space for installations of electrical main switch but not individual electric meter or switch.
- m) Right and privilege over vertical and lateral support, easement and quasi casement and appurtenances whatsoever which are in any way connected with Flat and/or Flat which are necessary to support the structure and construction of external part of the schedule Flat.
- n) Right of access and common user with the other co/occupants of the said apartment/buildings for the purpose of egress and ingress to the schedule Flat.
- o) Right of access and common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the schedule Flat and water supply system and electric lighting in the common areas mentioned above.
- p) Any other portion of the land or buildings that shall be subsequently notified and specified as being common area by the body or authority entrusted with the maintenance and upkeep of the said apartment / buildings.

**FOURTH SCHEDULE REFERRED TO ABOVE**

( Common expenses )

The Purchasers shall be liable and responsible for making payment (proportionately) of the followings from the date of taking over possession of the said Flat :

- 1. Costs of maintaining operating replacing, white / washing, painting rebuilding, reconstructing, decorating, re/decorating and lighting at the common parts and the common portions including the outer walls of the building and boundary walls.
- 2. Salaries of Care-taker, Security Guard, Electrician, Plumber, Gardeners and other expenses for the person/s employed for the common purposes.
- 3. Expenses and deposits for supply of common utilities to the co/owners.
- 4. Municipal and other rates, taxes levies and impositions and all outgoings save those separately assessed or imposed in respect of the scheduled Flat.
- 5. Cost of establishment and operations of the Association relating to the common purposes.
- 6. Litigation expenses incurred for the common purposes.
- 7. Insurance premium in respect of the building or any other charges and expenses thereto.
- 8. All other expenses and outgoings is/are deemed by the Vendor or the Association to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation and painting of the common parts and the common portions.

IN WITNESS WHEREOF the Parties hereunto have set and subscribed their respective hands on the day, months and year first above written.

SIGNED, SEALED AND DELIVERED

By the PARTIES in the presence of : -

1.

---

**M/S LARICA ESTATES LIMITED**  
**VENDOR**

2.

---

**PURCHASER**

Prepared by :

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of **Rs. .**  
**...../- ( Rupees ..... )** only being the full and  
final consideration in respect of the property hereby sold and/or conveyed  
payable under these presents.

By Loan from

	::
	::
<b>Total</b>	::

WITNESSES :

1.

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**M/S LARICA ESTATES LIMITED**

2.