

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20_____,

By and Between

(1) GREENTECH INFRASTRUCTURE DEVELOPMENT PVT. LTD., (Having PAN No. AADCG 1277H) (CIN: U45400WB2008PTC124027), a private limited company incorporated under the meaning of Indian Companies Act, 1956 as extended by the Companies Act 2013 and having its registered office at 1050/138(C-1A) SURVEY PARK, KOLKATA – 700075, Post Office Santoshpur, Police Station Survey Park, District South 24 Parganas **AND (2) HUPSON PROPERTIES LIMITED** (previously known as HUPSON TANNERY LIMITED) (Having PAN No. AABCH 2061A) (CIN: U45100WB2002PLC095252) a public limited company incorporated under the

meaning of Indian Companies Act, 1956 as extended by the Companies Act 2013 having its registered office at 1050/138(C-1A) SURVEY PARK, KOLKATA – 700075, Post Office Santoshpur, Police Station Survey Park, District South 24 Parganas **AND 3) M/S. MIRANIA SWARN DEVELOPERS LLP** (Previously known **M/S. MIRANIA SWARN DEVELOPERS PRIVATE LIMITED** before Conversion to LLP as per provision of LLP Act, 2008) (Having PAN No. ABVFM1774H), a Partnership firm duly incorporated under the LLP Act, 2008 and having its registered address at 20/1M, East Topsia Road, P.O. Gobinda Khatick Road, P.S. Pragati Maidan, Kolkata 700 046 **AND 4) Mr. KISHAN MIRANIA AGARWAL** [PAN:: ADBPA8961E] [ADHAAR No.: 4108 0032 0762] , son of Rambilas Agarwal, residing at 36/1B Lala Lajpat Rai Sarani, Police Station- Bhawanipore, Post Office—LLR Sarani, Kolkata—700020, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Owners Firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

[**Owners are** represented by its/their constituted attorney, **M/s LARSAL HOMES LLP** (Previously known **M/s LAKHOTIA NIRMAN LLP** before name changed as per provision of LLP Act, 2008), (**PAN AAHFL 7791G**) having its registered office at 7/1 Gurusaday Road, Post Office Ballygunge, Police Station Karaya, Kolkata 700019, represented by its authorised signatory, Mr. _____ (PAN: _____ & Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN – _____, West Bengal; appointed by and under Development Power of Attorney dated 06-01-2025 duly Deed Registered at D.S.R. - IV SOUTH 24-PARGANAS and recorded in Book I, Volume NO. 1604-2025, Pages No: 4601 to 4625, Being No. 160400119 for the Year 2025].

AND

M/s LARSAL HOMES LLP (Previously known **M/s LAKHOTIA NIRMAN LLP** before name changed as per provision of LLP Act, 2008), (**PAN AAHFL 7791G**) having its registered office at 7/1 Gurusaday Road, Post Office Ballygunge, Police Station Karaya, Kolkata 700019, **Represented by its Designated Partner Mr. Angad Lakhotia** (PAN ACNPL4617K & Aadhar No. 555454654528) son of Mr. Satish Lakhotia resident of 7/1 Gurusaday Road, P.O Ballygunge, P.S Karaya, Kolkata 700019; hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of **LARSAL HOMES LLP** and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART;**

The Owners and the Developer hereinafter collectively referred to as the "**PROMOTER**"

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the SECOND PART;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. That the Owners jointly and absolutely own and possess, or are otherwise legally entitled to ALL THAT the piece and parcel of the land containing **350.37** Decimals more or less comprising of various Dags/Plots, recorded under various R.S. Khatian numbers situated at Mouza Baruipur, J.L. No. 31, Police Station-Baruipur, within local limit of Madarat Gram Panchayat, in the District of South 24 Parganas, PIN 700144, (fully described in the **SCHEDULE "A"** hereunder written and hereinafter referred and called "**Project Land**" and is delineated by **Red** colour boundary line on the Plan annexed hereto and marked as **Annexure "1"**) and the devolution of title in favour of the Owners is as mentioned in the '**Schedule I**' hereunder written. Each of the Owners is entitled their respective share in the Said Project Land.

B. For the purposes of developing the Project Land, the Owners and the Developer have entered into the 3 (three) Development Agreements (1) Development Agreement dated 14-11-2022, duly registered in the office of District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2022, Pages from 396395 to 396448, Being No. 13522 for the year 2022 (2) Supplementary Agreement dated 25th April, 2023 and was duly registered in the office of District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2023, Pages from 142521 to 142556, Being No. 160405023 for the year 2023 and (3) Second Supplementary Development Agreement dated 6th January, 2025, and duly registered in the District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2025, Pages from 4528 to 4556, Being No. 1604000108 for the year 2025 (collectively "**Development Agreement**").

C. In pursuance of the said Development Agreement and after execution of the said Second Supplementary Development Agreement dated 6th January, 2025, the Owners executed a Power of Attorney dated 06-01-2025 ("**Power of Attorney**") which was also duly Deed Registered at D.S.R. - IV SOUTH 24-PARGANAS and recorded in Book I, Volume NO. 1604-2025, Pages No: 4601 to 4625, Being No. 160400119 for the Year 2025; whereby the Owners authorized the Developer inter-alia to deal with the constructed spaces along with proportionate shares of land upon Said Project Land for the purpose of the commercial benefits of the Promoter and on other terms and conditions mentioned therein.

C. The Project Land is earmarked for the purpose of building/ constructing a residential Project ("**PROJECT**") comprising multi-storeyed apartment buildings, Row-house buildings and car parking spaces and the said project shall be known as "**Larsal Paradise**" ("**Said Complex**"). The development of the Said Complex known as "**Larsal Paradise**" *inter alia* consisting of (i) *inter-alia* comprising of 5 (five) Ground+ IV (G+IV) storied residential buildings, namely **Building Nos. 1, 2,3,4 and 5 (APARTMENT BLOCKS)** being constructed upon the said Project Land, (ii) *inter-alia* comprising of 7 (Seven) Ground+ 1 (G+1) storied residential Row-House buildings, i.e., series of houses connected by common sidewalls and forming a continuous group, namely **Row House Nos. 1, 2,3,4, 5, 6 and 7 (ROW HOUSE BLOCKS)** being

constructed upon the said Project Land **(iii)** *inter-alia* comprising of 1 (one) Partly Three Storied and Partly Two Storied building for Multi-level Car Parking (**MLCP**) being constructed upon the said Project Land **and (iv)** *inter-alia* comprising of 1 (one) Ground + 1 storied (G+1) building for Club (**CLUB**), is being constructed upon the said Project Land, out of which **(i)** said MLCP may be shared with the buyers/ transferees of adjoining, neighboring projects of the Owners and/or the Developer and **(ii)** The Club building along with Club area will continue to be owned and operated by the Promoter. The Buyers and/or the transferees within this Complex will have usage rights to the Club, governed by terms and conditions established by the Promoter; are presently being developed by the Promoter as a “real estate project” and is being registered as a ‘real estate project’ (“the Real Estate Project or Project”) with the West Bengal Real Estate Regulatory Authority (**“Authority”**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings as applicable and the terms "Act" shall means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and rules shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 issued thereunder from time to time.

D. The Owners and the Developer (collectively the Promoter) are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Project Land and the Developer’s right and entitlement to develop the Project Land on which inter-alia the Project is to be constructed have been completed.

E. The Promoter has obtained the layout plan/ sanctioned building plans bearing No. 883/1013/KMDA dated 11/03/2024 for the Project from Baruipur Panchayet Samity, South 24 Parganas on recommendation and approval from the Zilla Parisad, South 24 Parganas, specifications and approvals for the Real Estate Project (including for the Said Apartment Blocks and the Said Row Houses from the competent authority), which is presently being developed as a **Project**. The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Owners have duly intimated the Baruipur Panchayet Samity, South 24 Parganas and/or the Zilla Parisad, South 24 Parganas, the about commencement of construction of the Project vide its letter dated _____, 2025 AND the Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at South 24 Parganas on ____-____-2025 under Registration No. _____.

G. The Allottee had applied for an Apartment / a Row House in the said Project vide application no. _____ dated _____ and:

has been allotted one Residential Apartment No. _____, on the _____th Floor, having carpet area of _____ (_____) square feet, more or less together with attached balcony of _____ (_____) square feet and the Said Apartment with attached balcony, collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B-1** and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure “2” (“Said Flat”)** in Apartment Blocks,

Building No. ____ (“**Said Building**”) Together with the right to park _____ **number(s)** of medium sized car parking at Parking space will be allotted in the Ground floor of Building No. ____/ at ____ level of the multi -level Car Parking (MLCP) parking space of the Said Complex more particularly described in **Schedule B** below;

OR

has been allotted Residential Unit/Row House No. _____, having Plot of Land measuring _____ decimals (equivalent to _____cottahs) within the said Project Land, with a two storied building having a total Built-up Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) and corresponding Carpet Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) (excluding open terrace, Balcony/Varandah, entrance lobby and Car Park) being more particularly described in **Schedule B-2** and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure “2” (“ROW HOUSE”)** Together with the right to park _____ **number(s)** of medium sized car parking at Parking space will be allotted in the _____ level of the multi -level Car Parking (MLCP) parking space of the Said Complex more particularly described in **Schedule B** below;

[Please Stick Off which is not applicable and insert the location of the garage/closed parking and dependent / independent], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

H. The principal and material aspects of the development of the Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below –

i) That the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats and/or to the Row-houses in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Allottees/s of such apartments/flats and/or to the Row-houses and to the exclusion of other Allottees/s in the Real Estate Project ("**Limited Areas And Facilities**"). The Allottees agree to use only the Limited Areas and Facilities (if any) specifically identified for the Allottees in the Said Apartment and Appurtenances and as more particularly described in **Schedule B-1 / B-2** hereunder written. The Allottees agree to not use the Limited Areas and Facilities identified for other Allottees/s nor shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas and Facilities identified for other Allottees/s and/or the usage thereof.

(ii) The Common Areas in the Real Estate Project that may be usable by the Allottees and other Allottees/s on a non-exclusive basis are listed in **Schedule E** hereunder written.

(iii) The Allottees agree and accept that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoter only upon

completion of the Real Estate Project in all respects.

(iv) The Promoter shall, inter-alia for and in course of the development of the Said Complex, be entitled to utilize the Maximum FAR (Floor Area Ratio) or Maximum Ground Coverage or any part thereof, subject to the necessary permission/sanction being granted by the Zilla Parisad/ Panchyat Samati Baruipur of District South 24 Parganas and all other concerned authorities, and construct additional built-up area by way of additional apartment Block and/or Row houses on the Said Complex. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Complex without however, adversely affecting the Said Apartment/ Row House agreed to be sold hereunder, and to carry out construction work accordingly. The Allottees hereby irrevocably agree and give his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the Layout plan and/or the building plans of the Said Complex for the aforesaid purpose and/or for the purpose of development/construction of the Said Complex by the Promoter as mentioned in this Agreement and to put up construction accordingly, so long as the total area of the Said Apartment and/or the Row House and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottees' consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment / Row House or any other part of the Said Complex being affected by such construction. The Allottees hereby agree to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment/ Row House, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments/ Row Houses that may be constructed by the Promoter as aforesaid.

(v) The Allottees agree and acknowledge that the sample apartment/flat/ row house (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat/ row house, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoter.

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 Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. 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 appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in **paragraph G**;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **paragraph G**;

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") is more particularly mentioned in **Schedule C** below and break up whereof is as follows:

APARTMENT TYPE :: Flat		
Sl.No.	Description	Amount (In INR)
A 1.	Unit Price:	[Please specify total]
	a) Cost of Unit	Rs. _____/-
	b) Cost of Balcony area	Rs. _____/-
	Parking Price:	
	d) ____No(s). of car Parking on the Apartment Block	Rs. _____/-
	e) ____No(s). car Parking at of MLCP	Rs. _____/-
	f) ____No(s) of Bike Parking at _____	Rs. _____/-
	Sub-Total	Rs. _____/-

APARTMENT TYPE :: Row House		
	Description	Amount (In INR)
A2.	Unit Price:	[Please specify total]
	a) Cost of Land	Rs. _____/-
	b) Cost of two storied building	Rs. _____/-
	c) _____No(s). of MLCP	Rs. _____/-
	Sub-Total	Rs. _____/-
B.	Other Charges:	
	(a) Proportionate share of installation of Transformer and electrical infrastructure cost.	(a) Rs./-(Rupees _____ only)
	(b) Legal/documentation Charges per Unit. This shall include documentation charges and exclude registration / commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals,	(b) Rs. _____/--(Rupees _____ Only)
	(c) Club Membership Charges .	(c) Rs. _____/--(Rupees _____ Only)
	Sub-Total	Rs. _____/-
C	Total GST	Rs. _____/-
	Total Price(A1 or A2+B+C)	Rs. _____/-

Explanation:

- (i) The Total Price includes the booking amount paid by the Allottees to the Owners towards the Said Apartment and Appurtenances.
- (ii) In addition to the Total Price, the Allottees shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real

Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottees alone and the Owners shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Apartment and Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottees and Allottees shall not claim demand or dispute the same.

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottees.

- (iii) The Owners shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Owners within the time and in the manner specified therein. In addition, the Owners shall provide to the Allottees 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 the Said Apartment and Appurtenances includes recovery of price of land, 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 Said Apartment and the Project and the _____ garage(s)/closed parking(s) as provided in the Agreement but excludes Taxes and maintenance charges.
- 1.3** 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Clause 1.2** of this Agreement.
- 1.8** Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development

charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/ closed parking 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 Project Land 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, like driveway, for the benefit of the Allottee with Allottees of any other project in its vicinity. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **"Larsal Paradise"** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter 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. The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment 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 as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee

cheque/demand draft or online payment (as applicable) in favour of "M/S. _____" payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, 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 and Rules and Regulations made thereunder or any statutory amendment(s) 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 Promoter with such permission, approvals which would enable the Promoter to fulfill 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee 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 Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or certificate from Project Architect/ Engineer, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

6.1 The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter 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 Zilla Parisad, District South 24 Parganas and any other competent 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 Promoter shall constitute a material breach of the Agreement. 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 Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Allottee agree, accept and confirm that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals I hereinabove:-

6.2.1 The Owners have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Land with future Project at the neighbouring plots or adjacent other land. The Owners have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of flats/units/Row Houses/apartments in the Said Complex and/or contiguous the Real Estate Projects and/or in the adjacent Projects, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of flats/units/row houses/apartments in the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agree to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the Allottee of flats/units/row houses/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the Project land described in **Schedule A** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion

of the adjacent plots of land/ property or contiguous Real Estate Project.

- 6.2.3 The Allottee are aware that he/she/it/they shall only be permitted to use the Common Areas, not limited to internal road/ driveway in the Real Estate Project (specified in **Schedule E** below) in common with other allottee/s and users in the Real Estate Project and the adjacent plots of land/ property or contiguous Real Estate Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants.
- 6.2.4 The Allottee shall at no time demand partition of the Said Apartment and Appurtenances and/or the Said Building and/or the Real Estate Project and/or the Project Land.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, 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 agrees that the Promoter 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 agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she/they/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from Project Architect/ Engineer and/or the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession

to the Allottee in writing within 30 (thirty) days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in **clause 7.2**, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee 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 compensation under this section 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 Promoter 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 herein; 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter jointly and/or severally hereby represents and warrants to the Allottee as follows:

(i) The Owners/Promoter has absolute, clear and marketable title with respect to the said Project Land; the Developer/Promoter have requisite rights to carry out

development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;

(ii) The Promoter 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;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(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 Promoter 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;

(vi) The Promoter 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 created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement (save the development agreement subsisting with the Developer) or any other agreement/ arrangement with any third person or party with respect to the said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property 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 Schedule Property;

(xi) The Promoter 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;

(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 property) has been received by or served upon the Promoter in respect of the said Project Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the revisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for 02 (two) consecutive demands or 30 (thirty) days from the last demand, whichever is earlier, made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules, till the payment is made.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas

within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID COMPLEX / APARTMENT / PROJECT:

The Promoter 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 the allottees. The details of maintenance costs are described in the Apartment's Payment Schedule below.

12. DEFECT LIABILITY:

12.1 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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Project Land.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their/its right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her/their/its obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees 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.

15. USAGE:

Use of the Service Areas: The service areas, excluding the Club area, as located within the “**Larsal Paradise**”, shall be earmarked for various purposes such as recreations, gatherings, ceremonial functions and/or parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. as the case may be and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use these services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services; the Club area shall be exclusively owned and controlled by the Promoter.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its 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. The Allottee further undertakes, assures and guarantees that he/she/they/it would not put any sign-board / name-plate, 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 Allottees 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 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their/its own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building 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 who has taken or agreed to take such Apartment / Building.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

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

22. 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/building, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 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.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

Failure on the part of the Promoter 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.

26. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) 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.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office at Kolkata or at Site Office upon the Project Land at Mouza Baruipur, South 24 Parganas or at some other place at Kolkata or District South 24 Parganas as may be decided by the Promoter, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

For Allottee:

Name of Allottee _____

Allottee Address: _____

For Promoter

M/s LARSAL HOMES LLP,

7/1 Gurusaday Road, Post Office Ballygunge,

Police Station Karaya, Kolkata 700019.

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.

31. JOINT ALLOTTEES:

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

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 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 through the Arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

SCHEDULE 'A'**(Project Land)**

ALL THAT the various pieces and parcels of land containing by estimation an area of **3.503375 acres** (more or less) situated in Mouza Baruipur, J.L. No. 31, within the limits of Madarat Gram Panchayat, Police Station Baruipur, A.D.S.R.- Baruipur, District South 24-Parganas, PIN 700144, which are as follows :

Sl.No.	R.S DAG NO.	R.S KHATIAN NO.	OWNERS' LAND AREA (IN DECIMAL)	TOTAL DAG AREA	NATURE (on Conversion)
1	13909(P)	3297	9.5	41	Housing complex
2	13919(P)	3748	14.3	25	Housing complex
3	13920	7001	52	52	Housing complex
4	13921	5103	21	21	Housing complex
5	13922	48	27	27	Housing complex
6	13923	1978	12	18	Housing complex
			3		
			3		
7	13924	48	16	16	Housing complex
8	13925	56	8	8	Housing complex
9	13926	6876	9	9	Bastu

10	13927	4441	10	10	Bastu
11	13928	7001	14	14	Housing complex
12	13929(P)	5103	64.12	99	Housing complex
13	13929/18023(P)	5103	29	94	Housing complex
14	13851(P)	2381	17.58	40	Housing complex
15	13889(P)	5849	40.87	52	Housing complex
		TOTAL=	350.37	526	

AND same is delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure “1”** and is butted and bounded in the following manner:

- On the North :** By Other Land comprising part of R.S. Plot Nos. 13900-13906, 13897, 13896;
- On the South :** By Other Land comprising part of R.S. Plot Nos. 13918, 18023, 13929, 13949,
- On the East :** By Other Land comprising part of R.S. Plot Nos. 13949, 13951, 13888, 13887;
- On the West :** By internal road and other Land comprising part of R.S. Plot Nos. 13909 & 13919,

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE ‘B-1’

(Said Apartment And Appurtenances)

(for Apartment type:: Flat)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, of Apartment Block No. _____, having carpet area of _____ (_____) square feet, more or less, along with attached balcony measuring _____ (_____) square feet, more or less and the Said Apartment with attached balcony, collectively having built up area of _____ (_____) square feet, more or less, in New Building, presently under construction upon the Project Land mentioned in the Schedule A, herein above. The layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto, on the **Plan** annexed hereto and marked as **Annexure “2”**;

(b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment;

(c) The Said Parking Space, (i) the right to park _____ **number(s) of** medium sized car parking at Parking space will be allotted in the Ground floor of Building No. _____ **and/or** at _____ level of the multi -level Car Parking (**MLCP**) parking space of the Said Complex and/or the said Project, (ii) the right to park _____ **number(s) of** Two Wheeler at Parking space will be allotted in the Ground floor near Building No. _____; **and**

(d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

SCHEDULE 'B-2'

(Said Apartment And Appurtenances)

(for Apartment type:: Row House)

(a) ALL THAT the Residential Unit/ Row House being No. _____, having Plot of Land measuring _____ decimals (equivalent to _____ cottahs) comprised in R.S. Dag No. _____ under R.S. Khatian No. _____, Mouza Baruipur, J.L. No. 31, P.S. Baruipur, Dist. South 24 Parganas, PIN-700144, within the jurisdiction of Madarhat Gram Panchayat, with a two storied building having a total Built-up Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) and corresponding Carpet Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) (excluding open terrace, Balcony/Varandah, entrance lobby and Car Park) under construction and the same is butted and bounded as follows:

ON THE NORTH: _____;

ON THE SOUTH: _____;

ON THE EAST: _____;

ON THE WEST: _____.

(b) The Said Parking Space, being the right to park ____ (____) medium sized car on _____ floor/level in Multi Level Car Parking space (MLCP), in the Said Complex; **and**

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

[STICK OUT WHICH EVER IS NOT APPLICABLE]

SCHEDULE 'C'

The Total Price payable for the Apartment is Rs. _____/- (_____ Only) and Rs. _____/- (Rupees _____ Only), for the said parking space(s) in the parking spaces of the said Complex, thus totalling to Rs. _____/- (Rupees _____ Only) for the Apartment and Appurtenances and GST as additional as applicable.

(Payment Plan)

Payment Schedule for Apartment Type :: Flat

(details mentioned in Schedule B-1)

Sl. No.	Payment Schedule	Amount
1	On Application	Rs. _____/-
2	On Allotment ("Booking Amount")	10% of Total Consideration (Less Application Money) + Applicable Taxes
3	On Execution / Registration of Agreement for Sale	10%+ Applicable Taxes
4	On completion of Foundation of the building in which the said apartment	10%+ Applicable Taxes
5	On Completion Of Gr. Flr. Roof Slab	10%+ Applicable Taxes
6	On completion of 1 st Flr. Roof Slab	10%+ Applicable Taxes
7	On completion of 2nd Flr. Roof Slab	10%+ Applicable Taxes
8	On completion of 3rd Flr. Roof Slab	10%+ Applicable Taxes
9	On completion of 4 th Flr. Roof Slab	10%+ Applicable Taxes
10	On Starting Brickwork	10%+ Electrical deposits and infrastructure charges + Applicable Taxes
11	On Possession	10%+ Maintenance Charge and Other Deposits and Corpus Fund + Club Membership (if applicable) +Applicable Taxes

OR

Payment Schedule for Apartment Type :: Row House

(details mentioned in Schedule B-2)

Sl. No.	Payment Schedule	Amount
1	On Application	Rs. _____/-
2	On Allotment	10% of Total Consideration (Less Application Money) + Applicable Taxes
3	On Execution / Registration of Agreement for Sale	10%+ Applicable Taxes
4	On completion of Foundation of the building in which the said apartment	10%+ Applicable Taxes
8	On completion of Ground Flr. Roof Slab	25% + Applicable Taxes
9	On completion of 1 st Flr. Roof Slab	25% + Applicable Taxes
10	On Starting Brickwork	10%+ Electrical deposits and infrastructure charges + Applicable Taxes
11	On Possession	10%+ Maintenance Charge and Other Deposits and Corpus Fund + Club Membership (if applicable) + Applicable Taxes

In addition to the Total Price, the Allottee of the said Flat / Row House, as the case may be, shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: For installation of Transformer and electrical infrastructure cost, to the Promoter.	Rs. _____/-
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	Rs. _____/-
Corpus Fund: a corpus fund which is collected from the Allottee of an Apartment in a the Project. This fund is meant to be used for the long-term maintenance and upkeep of the common areas and facilities in the Project, deposit for the Said Apartment, shall be paid by the Allottee prior to the date of handover of possession of the Said Apartment.	Rs. _____/-

Legal Fees, Stamp Duty and Registration Costs: fees of drawing this Agreement and shall draw all further documents. The fee is Rs._____/-(Rupees _____). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs._____/-(Rupees _____ thousand) for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter.	Rs. _____/-
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Further, Common Area Maintenance (CAM) deposit for the Said Apartment shall be paid by the Allottees prior to the date of handover of possession of the Said Apartment.	Rs. _____/-
(a) Club membership within the Complex is optional for allottees. Access to Club amenities and benefits, including but not limited to the pool, gym, clubhouse, and discounted event pricing, is contingent upon payment of the applicable Club Membership fee.	Rs. _____/-
(b) One Year advance Club subscription fees.	Rs. _____/-
(c) Security Deposit for Club usage.	Rs. _____/-
Formation for Apartment Owners Association	Rs. _____/-

SCHEDULE 'D'

Specifications

(Which Are Part of the Said Apartment)

Structure

Earthquake resistant RCC framed structure

Foundation

R.C.C. footing with Anti Termite

Walls

Brick wall over laid with two coat white cement putty (interior side).

Doors

Doors with timber frames / WPC / PVC and factory made flush doors/shutters/ PVC Shutter.

Windows

Aluminum frames sliding window without grills.

Flooring

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

Balcony

Vitrified tile flooring with MS railing.

Kitchen

Floor: Vitrified tiles

Counter Tops: Granite with steel sink

Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor :Anti – skid tiles

Ceramic tiles dado upto a height of 6' (six) feet

Sanitary ware

Shower, Basin and W.C. –White Color, of reputed make and elegant C.P. fittings, with ISI mark.

Electricals

Standard Quality concealed copper wiring with the modular switches, of ISI mark

Staircase

Internal staircase with full marble floor and MS Hand Railing.

Earthing in accordance with the Local Authority Standards.

Car Park

Cement Flooring / Pavers

Exterior

Weather proof exterior finish.

SCHEDULE 'E'

(Common Areas of the Real Estate Project)

Common areas, services and amenities within the said Complex shall mean and include the various common parts/services and portions of the said project which shall include as follows.

Exclusively for Apartment type:: Flat

The entrance lobby and common area (adda room) on the ground floor of the building where the Flat is located,

Lobbies on all floors and staircase(s) of the Said Building,

Lift machine room(s) and lift well(s) of the Said Building,

Roof Area & Stair Room.

Common for entire complex::

Passageways and Drive Ways,

Pathways and, Pavement.

Covered and Uncovered drain.

Pump Room.

Water Supply System.

STP/Septic Tanks

Water supply pipeline in the Said Building (save those inside any apartment)

Street Lighting

All other equipments, machineries & Pipe line and electrical installations which the Promoter shall install with consultation with the Project Architect and for the benefit of the said Complex and for the common use.

SCHEDULE 'G'**(Covenants)**

The Allottees covenant with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admit and accept that:

1. **Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, are entering into this Agreement. The Allottees have examined and are acquainted with the Said Complex and have agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Project Land **save and except** the Said Apartment and Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees of the Said Complex.
4. **Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay the Panchayat Tax, land rent, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Allottees further admit and accept that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admit and accept that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Real Estate Project Included Amenities.
7. **Promoter's Charge/Lien:** The Owners shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Owners **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owners' shall stand extinguished on the financial institution clearing all dues of the Owners.
8. **No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Apartment Blocks Building and/or make other constructions elsewhere on the Said Complex and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottees:** All open areas in the Project Land proposed to be used for open car parking spaces and the Club Areas do not form part of the Common Areas within the meaning of this Agreement and the Owners shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Nature of Land Share and Share In Common Areas:** The Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building/ said Row House/ Real Estate Project (2) if the area of the Said Building/ said Row House/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by

the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. **Allottees to Participate in Formation of Association and Apex Body:** The Allottees admit and accept that the Allottees and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. ("**Apex Body**"). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees further admit and accept that the Allottees shall ensure and not object to the Association joining the Apex Body.
12. **Obligations of Allottees:** The Allottees shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate Project, and the Said Complex.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the possession date.
 - (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Land, and outside walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building Or the said Row house as the case may be and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees make any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building be that be the said Apartment Blocks or Row houses. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner save with the design approved by the Promoters' Architech. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Apartment and Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to

be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) **No Obstruction to Promoter /Facility Manager/Association/ Apex Body:** not obstruct the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/ Project/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex /Project Land (excepting the Said Apartment and the Said Parking Space, if any).
- (m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
 - (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
 - (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
 - (y) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirm that the Allottees shall not violate any terms of the statutory requirements/fire norms.
- 12.1 **Notification Regarding Letting/Transfer:** If the Allottees let out or sell the Said Apartment And Appurtenances, the Allottees shall immediately notify the Promoter/ Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Allottees/s address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 12.2 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottees have accepted the scheme of the Promoter to construct/develop the Said Complex and to construct on other portions of the Project Land and hence the Allottees have no objection to the continuance of construction in the other portions of the Project Property /the Said Complex, even after the date of possession notice. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.
- 12.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Project Property /the Said Complex and the Allottees shall not raise any dispute

or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Land/the Said Complex.

- 12.4 **Roof Rights:** The top roof of the Said Apartment Blocks Building shall remain common to all owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding of the top roof of the Said Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agree not to do any act which prevent or hinder such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Building.
- 12.5 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites
13. **Said Club (pertaining to allottees with Club Membership):**
 - 13.1 The Promoter will provide a social and recreational club ("Said Club") within the Complex, offering amenities such as a pool, gym, and event discounts, subject to payment of Club Membership fees and subscription charges. These facilities are intended for use by Project allottees and selected outside members ("Other Members") as determined by the Promoter/Club Manager. The following conditions apply:
 - a. The Promoter retains ownership of the Said Club and may, at its discretion, transfer ownership to a third party.
 - b. The Promoter's decision regarding the included amenities and facilities within the Said Club is final and binding on allottees.
 - c. Other Members will be granted Said Club memberships under terms and conditions determined solely by the Club Manager. Allottees unconditionally accept the proposed usage of the Said Club by Other Members and other allottees within the Project, and agree not to object or hinder their use of the Said Club's amenities and facilities.
 - d. The Club Manager will exclusively establish the membership criteria, terms, conditions, rules, and regulations governing the use of the Said Club and its facilities by allottees and Other Members before the Said Club becomes operational.
 - 13.2 **Membership Obligation of Allottees:** Membership of the Said Club being optional for the Allottees of Apartment type- Flat but compulsory for Apartment type- Row house, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottees/s under this Agreement is

more than 1 (one), as be nominated inter se among the Allottees/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understand and accept that **(1)** detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational **(2)** all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and (3)** the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.

- 13.3 Membership Scheme of Said Club:** The Allottees understand and accept that **(1)** membership of the Said Club shall be open only to the Allottees of the said Project/Said Complex and the Other Members **(2)** each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment **(3)** Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottees are a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club **(4)** the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents **(5)** members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees **(6)** in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable membership fees, terms and as per the rules and regulations of the Said Club then in force **and (7)** if an Allottees let out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottees.
- 13.4 Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottees understand and accept that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.
- 13.5 Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Allottees understand and accept that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.
- 13.6 Club Manager:** The Allottees understand and accept that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. The Club Manager shall at all times continue to look after the maintenance and running of the Said

Club. The Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Allottees of the Said Complex/Other Members shall have no right to replace the Club Manager.

- 13.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottees understand and accept that (1) the Allottees have to pay membership fee for membership of the Said Club and future transferee(s) of the Allottees may have to pay separate amounts towards membership fee (2) the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees reside at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.
- 13.8 **User Charge:** The Allottees understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.
14. **Nomination:** The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (a) The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
 - (b) The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Allottees and the Promoter.
 - (c) The Allottees shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) charges in advance prior to the nomination.
 - (d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

SCHEDULE 'I'

(Devolution Of Title of the said Project Land)

DEED NO.	REGISTRATION DETAIL	R.S DAG NO.	R.S KH ATI AN NO.	SELLER	PRESENT OWNER	PURCHASE D LAND AREA

						(IN DECI MAL)
9660/2010	DSR IV (ALIPOR E)	13909	329 7	MIR KASHIM SARDAR & SELIM SARDAR	GREENTECH INFRASTRUC TURE PVT. LTD	10
6027/2010				SHAKILA BIBI		30.92
2638/2013				GREENTECH INFRASTRUCTUR E PVT. LTD	BISHAN M. AGARWAL	10
7999/2010	DSR IV (ALIPOR E)	13919	374 8	ISHUP SARDAR, RAHIM SARDAR, ALAMBARI SARDAR, ACLIMA BIBI, SAYRABANU BIBI.	GREENTECH INFRASTRUC TURE PVT. LTD	25
3631/2007	DSR I (ALIPOR E)	13920	700 1	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	52
3631/2007	DSR I (ALIPOR E)	13921	510 3	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	21
3631/2007	DSR I (ALIPOR E)	13922	48	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	27
1597/2007	ADSR BARUIPU R	13923	197 8	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	12
4577/2016	ADSR BARUIPU R			PANCHU GOPAL DAS	HUPSON TANNERY LTD	3
4874/2016	ADSR BARUIPU R			PANCHU GOPAL DAS	HUPSON TANNERY LTD	3
1597/2007	ADSR BARUIPU R	13924	48	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	16
1597/2007	ADSR BARUIPU R	13925	56	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	8

I/6118/2014	ADSR BARUIPUR	13926	687 6	CHAMATKARI NASKAR & 10 ORS	MIRANIA & SWARN	9
I/4834/2014	ADSR BARUIPUR	13927	444 1	GULANUR BIBI @ GOLEHAR BIBI & 21 ORS	KISHAN M AGARWAL	10
3631/2007		13928	700 1	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	14
1597/2007	ADSR BARUIPUR	13929	510 3	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	99
3625/2007	DSR I (ALIPOR E)	13929 /1802 3	510 3	SATYA BHAMA DAS, BUDDHADEV DAS, KAJAL GHOSH, REBA BIR, REKHA DAS	HUPSON TANNERY LTD	65
3631/2007	DSR I (ALIPOR E)	13929 /1802 3	510 3	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	29
3630/2007	DSR IV (ALIPOR E)	13951	238 1	GOPAL MONDAL	HUPSON TANNERY LTD	40
1420/2008	DSR IV (ALIPOR E)	13889	584 9	ASHOK KUMAR BAG, DILIP KUMAR BAG, PRADIP KUMAR BAG	HUPSON TANNERY LTD	52
					TOTAL ==	526

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata / Baruipur South 24 Parganas (***stick off which is not applicable***) in the presence of attesting witness, signing as such on the day first above written.

[Owners]

1. GREENTECH INFRASTRUCTURE DEVELOPMENT PVT. LTD.

2. HUPSON PROPERTIES LIMITED

3. M/S. MIRANIA SWARN DEVELOPERS LLP

4 Mr. KISHAN MIRANIA AGARWAL

Represented by the Authorised Signatory of its Constituted Attorney, M/s LARSAL HOMES LLP

M/s LARSAL HOMES LLP

Represented by its Designated Partner

[Developer]

[Allottees]

Drafted and prepared at my office,

Advocate at High Court, Calcutta

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
