

**ANNEXURE 'A'**

**[See rule 9]**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this            day of, 2024 (Two  
Thousand and Twenty-Four) –

**BETWEEN**

SKYVIEW VERDANT PROJECTS LLP  
  
Designated Partner / Authorised Signatory

SKYVIEW VERDANT PROJECTS LLP  
  
Designated Partner / Authorised Signatory

1) **SRI DEBABRATA CHATTERJEE** Son of late Panchanan Chatterjee having PAN AGQPC7091M, Aadhar No 6613 3107 0052, by faith: Hindu, by occupation retired person, by nationality Indian, and 2) **SMT SUMANA SHOME**, Daughter of Late Satyabrata Chatterjee having PAN BMRPS5667P, Aadhar No: 8285 9971 2641, by faith. Hindu, by occupation: Housewife, by nationality Indian, both residing at P-113A, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata: 700029 hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators legal representatives and assigns) of the **ONE PART**; The Owners have been represented by **SKYVIEW VERDANT PROJECTS LLP**, (PAN- AESFS1261B), an LLP in-corporate under Limited Liability Partnership Act 2008, having its registered office at 78A Raja Basanta Roy Road, 1 Floor, Kolkata- 700029, and Police Station: Tollygunge, Post Office- Sarat Bose Road, duly authorized and represented by its authorized representatives 1) **SRI MANISH AGARWALA**, Son of Late Sri S.N. Agarwala, having PAN- ACGPA7460G, Aadhar No- 697873380743, by religion: Hindu, by

Occupation: Business, by Nationality: Indian, & 2) **SRI KAMAL KISHORE BAHETI**, son of Late Inder Chand Baheti, having PAN-AECPB7216F, Aadhar No 5635 9524 8026, by religion. Hindu, by occupation Business, by Nationality: Indian, both having office at 78A Raja Basanta Roy Road, 1 Floor, Police Station Tollygunge, Post Office-Sarat Bose Road, Kolkata-700 029, vide Development Power of Attorney dated: **04.11.2022**, by registered in the office of the Additional Registrar of Assurances – II at Kolkata recorded in Book No I, Volume No 1902-2022 Pages from 454970 to 454996 being No 190213235 for the year 2022.

**AND**

**SKYVIEW VERDANT PROJECTS LLP**, (PAN- AESFS1261B), an LLP incorporate under Limited Liability Partnership Act 2008, having its registered office at 78A Raja Basanta Roy Road, Police Station: Tollygunge, Post Office-Sarat Bose Road, 1<sup>st</sup> Floor, Kolkata- 700029, duly authorized and represented by its authorized representatives 1. **SRI MANISH AGARWALA**, Son of Late S.N. Agarwala, having PAN- ACGPA7460G, Aadhar No- 697873380743, by religion: Hindu, by Occupation: Business, by Nationality: Indian, & 2. **SRI KAMAL KISHORE BAHETI**, son of Late Inder Chand Baheti, having PAN-AECPB7216F, Aadhar No 5635 9524 8026, by religion. Hindu, by occupation

Business, by Nationality: Indian, both having office at 78A, Raja Basanta Roy Road, 1 Floor, Police Station Tollygunge, Post Office- Sarat Bose Road, Nolkata-700 029, and hereinafter called and 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 it's successors-in-interest, assigns and nominees) of the **SECOND PART**

**AND**

**Mr.** ..... (**PAN:** ....., **Aadhaar No.** .....), son of ....., by faith- ....., by occupation- ....., by nationality- ....., residing at ....., Post Office- ....., Police Station- ....., District- ....., Pin- .....,  
( **Allottee**, includes successors-in-interest)

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and

Development) Rules, 2021.

c) **“Regulations”** means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016

d) **“Section”** means a Section of the Act.

**WHEREAS:**

A. The Owners are the absolute and lawful owners of land ALL THAT the land measuring an area of 3 Kottahs 8 Chittacks be the same a little more or less comprised in Holding No 206, Sub Division-Q. Division-6, Dihi Panchannogram together with a Two Storied Building each floor having an area of 1890 Square Feet more or less lying situate at and being Premises No P-113A, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata 700029, within ward no 90 of the Kolkata Municipal Corporation along with right of common user and facilities and amenities attached thereto together with all easement right, title, interest, profit attached thereto.

B. The Owners entered into an Agreement for Development on 21<sup>st</sup> October 2022 with the Developer herein. The said deed was registered in the office of Additional Registrar of Assurances- II at Kolkata recorded in Book No. 1, Volume no 1902-2022, Pages 446219 to 446268, Being No 190212906 for the year 2022.

C. The Owners also appointed the Developer as the constituted attorney to act on their behalf and the Power of Attorney was duly

registered on 04.11.2022 recorded in Book No I, Volume No 1902-2022, Pages from 454970 to 454996 being No 190213235 for the year 2022 before the Additional Registrar of Assurances II Kolkata under the certain terms and conditions as contained in the said Agreement empowering inter alia to sign and execute different Agreements for Sale, Deed of Conveyance/s in respect of different units to the intending purchaser and/or purchaser/s thereof on their behalf. (Development Agreement and Power of Attorney) for the development of residential projects on the Said Property.

D. To develop and construct the Said building, the Owners have got the approval of building plans from the Kolkata Municipal Corporation, vide B.P no. 2024080013 dated 02.05.2024 for construction of the Said Project (Sanctioned Plan), which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.

E. The Owners and the Developer with an intention for the development of a multi-storied project upon the Said Property fully described in Part – I of the 1st Schedule hereunder, comprising residential apartments, open/covered garage, and common areas intended to be constructed in the complex, named as “VERDANT PUSHPAK”.

F. The particulars of the title of the Owners to the Project Land are fully described in Part – II of the 1st Schedule hereto (Devolution of

Title).

G. The Owners and the Developer are fully competent to enter into this Agreement and all legal formalities concerning the right, title, and interest of the Owners regarding the Project.

H. The Developer has registered the Project under the provisions of the Act with West Bengal Real Estate Regulatory Authority at Kolkata on ----- under Registration No.

I. The Purchaser has approached for allotment of an Apartment in the Project dated ..... and has been allotted Unit No. .... having carpet area of ..... square feet more or less, covered area of ..... square feet, maintenance chargeable area of ..... square feet, more or less on the ..... side along with one ..... Parking Space being No. .... (particularly shown and delineated in the RED colour border in the map or plan attached hereto) in the ground floor of the Building (Garage), as permissible under applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the Apartment more particularly described in Part – I of the 2nd Schedule and the floor plan is annexed hereto), more fully mentioned in Part – I of the 2nd Schedule hereto to be developed under the Specifications as mentioned in Part – II of the 2nd Schedule hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they

are constructed or made ready and fit for use(Project Common Areas, Amenities and Facilities, more fully mentioned in 4th Schedule hereto).

J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

L. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

M. By 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 Purchaser hereby agrees to purchase the said Apartment and the garage (if applicable) as specified in para J.

N. 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:



O. TERMS:

- a. 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 said Apartment.
- b. The Price for the Unit is Rs ...../- (Rupees ..... ) only, and Rs ...../- (Rupees ..... ) only for one ..... Parking Space, thus totalling to Rs. .... /- (Rupees ..... Only). The Total Price is Exclusive of Goods and Service Tax (GST) & others Utility Charges. The breakup of Utility Charges is given below:
- c. In addition to the aforesaid Total Price, the following charges shall be paid at actual /or as mentioned by the Promoter as per the payment schedule:

Sl. No.	Particulars	Rate	Maintenance Chargeable Area	Total
I	Utility Charges (all mandatory)			
2	Generator Charges: 1KV/3BHK & 0.75KV/2BHK (One time on Possession)	Rs /- per sq.ft. .		₹.
3	Electricity Meter Connection Charges (Common & Apartment) (At the Time of Installation of Meter)	As Per Actual (Proportionate)		
4	CCTV/Intercom	₹		₹
II	Ancillary Expenses (all mandatory)			

3	Legal Fees (One time 50% on Agreement & 50% on Possession)	₹		₹
III	ADDITIONAL (all mandatory)			
4	Sinking Fund	Rs /- per sq.ft.	.	₹.
5	Maintenance for 6 months advance (Rs.3/- per sqft)	Rs /- per sq.ft.	.	₹.
6	Association Formation Charges (One time)	As Per Actual (Proportionate)		
Total of Extra Charges (I+II+III)				₹.
GST on Extra Charges (@ 18%)				₹.
Total of Extras Including GST				₹.

Notes:

Interest-free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actual at the time of possession

The above-mentioned advance common area maintenance shall be received by the Promoter on behalf of the Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation subject to the provisions of Clause 12 hereunder.

Explanation:

The total price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment.

In addition to the Total Price, the Purchaser shall also pay the taxes (consisting of tax paid or payable by way of GST and all levies, duties, and cess or any other indirect taxes which may be levied for the Project and/or concerning the Said Apartment as per Law) up to the date of handing over the possession of the Apartment to the Purchaser and the Project to the Association of Purchaser or the Competent Authority, as the case may be, after obtaining completion certificate of the Project.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

The Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchaser 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.

The Total Price of said Apartment includes recovery of the price of land, cost of construction of [not only the said Apartment but also] the Project Common Areas, internal development charges, taxes, cost of providing electrical wiring, electrical

connectivity to the said Unit, lift, water line and plumbing, floor/wall tiles, doors, windows in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.1 above and includes the cost for providing all other facilities, amenities, and specifications to be provided within the said Unit and the Project.

The Total Price is escalation-free, save and except increases which the Purchaser 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 Developer undertakes and agrees that while raising a demand on the Purchaser for an increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose details of the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser.

The Purchaser shall make the payment as per the payment plan set out in the 3<sup>rd</sup> Schedule hereto (Payment Plan).

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fittings, and amenities described herein (which shall conform with the advertisement, prospectus, etc. based on which sale is affected) in respect of the

said Apartment or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser or such minor changes or alterations as per the provision of the Act.

The rights of the Purchaser are limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

The Purchaser shall only have user rights in the Project Common Areas, Amenities, and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.

Subject to para 9.3, the Developer agrees and acknowledges that the Purchaser shall have the right to the said Apartment as mentioned below:

The Purchaser shall have exclusive ownership of the said Apartment;

The Purchaser shall also have an undivided proportionate share in the Common Areas of the Project. Since the shared interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants/Allottee of the Project, maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.

The computation of the price of the Said Apartment includes recovery of the price of land, construction of the Common Areas, internal development charges, and external development charges and includes the cost for providing all other facilities, amenities, and specifications to be provided within the Said Unit and the Project but excludes Taxes and maintenance charges.

The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his/her/their apartment, as the case may be, however with prior intimation to and permission from the Developer.

It is made clear by the Developer and the Purchaser agrees that the Unit along with the garage (as specified in para J) 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 Property 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 integration of infrastructure for the benefit of all the Allottee. It is clarified that all the Common Areas, Amenities, and Facilities of the Project shall be available only for the use and enjoyment of the Allottee of the said Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Purchaser, 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 (if any), which are related to the Project. If the Developer fails to pay all or any of the outgoings collected by it from the Purchaser or any

liability, mortgage loan, and interest thereon before transferring the Apartment to the Purchaser, the Developer 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 Purchaser has paid a sum of Rs. ....../- (Rupees ..... only) inclusive GST (Booking Amount) as booking amount being part payment towards the Total Price of the said Apartment at the time of application, the receipt of which the Developer hereby acknowledges, and the Purchaser hereby agrees to pay the remaining price of the said 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 Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest as prescribed in the rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand- e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the 3rd Schedule hereunder or otherwise, through account payee cheques/demand drafts/ banker's cheques or online payment (as applicable) in favour of "**SKYVIEW VERDANT PROJECTS LLP**" payable at Kolkata or in the manner mentioned in the demand/email.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- a) The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934, and the Rules and Regulations made thereunder or any statutory amendments or 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 Developer with such permission, and approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, or transfer of security, if provided shall be in terms of or per the provisions of the 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act,1999 or other laws as applicable, as amended from time to time.
- b) The Developer accepts no responsibility regarding matters specified in para 3.a above. 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 after 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 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.

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

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

**5. TIME IS ESSENCE:**

The Developer shall abide by the schedule for completing the Project, as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee and the Project Common Areas, Amenities and Facilities shall be completed only upon completion of the Project by the Promoter before handing over of the Project to the Association of the Allottee or the competent authority, as the case may be.

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

The Purchaser has seen and accepted the proposed layout plan of the Apartment and also the floor plan, payment plan, and the specifications, amenities, and facilities of the said Apartment/Project as mentioned in

the SCHEDULES hereto which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project by the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer 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 such authorities and shall not have an option to make any variation/alteration /modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

Schedule for possession of the said Apartment – The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser and the Common Areas to the Association of the Purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities, and facilities of the Project in place within July'2026 (POSSESSION DATE) with a 6 (six) 6-month grace period to obtain statutory compliance including Completion Certificate 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 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 extension of time for delivery of possession of the Apartment.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within 1 (one) month from the date of issue of the said Notice Of Possession(POSSESSION NOTICE). Provided that the conveyance deed of the Apartment in favour of the Purchaser shall be executed and registered by the Developer (subject, however, to the Purchaser making all payments as mentioned in the 3rd Schedule hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges, and legal charges & misc. expenses to the Developer as per requisition of the Promoter) within three months from the date of issue of the occupancy certificate (or such other certificate by whatever name is issued by the competent authority) as provided by the relevant laws in West Bengal. The Developer agrees and undertakes to indemnify the Purchaser in case of failure to fulfill any of the provisions, formalities, or documentation on the part of the Promoter. The Purchaser, after taking possession, agrees (s) to pay the maintenance charges as determined by the

Developer/association of Purchaser, as the case may be after the issuance of the completion certificate for the Project. The Developer shall hand over a copy of the occupancy certificate (or such other certificate by whatever name is issued by the competent authority) of the Project, as the case may be, to the Purchaser at the time of conveyance of the Apartment in favour of the Purchaser.

Failure of Purchaser to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 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 para 7.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession).

Possession by the Purchaser – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the

property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.

Cancellation by Purchaser - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire booking amount and any amounts payable for extra works (Cancellation Charge), paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest/taxes within 45 days of such cancellation.

Such refund shall be made without any taxes, interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand canceled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

Compensation - The Developer 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer 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 or 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 Allottee, 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/it in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due;

Provided That where the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Unit, which shall be paid by the Developer to the Purchaser within 45 (forty-five) days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

- i. The Developer and/or Owners hereby represent and warrant to the Purchaser as follows:
  - a. The Owners have absolute, clear, and marketable title to the said property and the requisite rights to carry out development upon the said property and absolute, actual, physical, and legal possession of the Project.
  - b. The Developer has lawful rights and requisite approvals from the competent authorities to carry out the development of the said Phase of the Project.
  - c. There are no encumbrances upon the said Land, and/or the Project
  - d. no litigations are pending before any court of law or authority concerning the said Land/Project or the Apartment.
  - e. All approvals, licenses, and permits issued by the competent authorities for the Project 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 in compliance with all applicable laws about the Project, Project Land, buildings and apartments, and the Common Areas.
  - f. The Developer 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 be prejudicially affected.

- g. The Developer has not entered into any additional agreement for sale and/or development agreement or any other agreement/arrangement with any person or party to the said Property/Apartment, which will, in any manner, affect the rights of Allottee under this Agreement.
- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- i. At the time of execution of the Conveyance Deed, the Developer shall hand lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas, Amenities, and Facilities of the Project to the Association of Allottee or the competent authority, as the case may be, after the completion of the Project.
- j. The said Apartment is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title or claim over the said Apartment.
- k. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, whatsoever, payable concerning the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped



with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be.

- i. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or 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 Project Land.

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

- i. Subject to the Force Majeure clause, the Developer shall be considered under a condition of default, in the following events:
- ii. The Developer fails to provide ready-to-move in possession of the said Unit to the Purchaser within the period specified in para 7.1 or fails to complete the said Project within the stipulated time disclosed at the time of registration of the said Project with the Authority. For this para, ready to move in possession" shall mean that the said Unit shall be in a habitable condition, which is complete in all respects including the provision of all specifications, amenities, and facilities, as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- iii. Discontinuance of the Developer business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- iv. In case of default by the Developer under the conditions listed above, the Allottee is entitled to the following:
- i. Stop making further payments to the Purchaser as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest, or;
  - ii. The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser to the Developer, under any head whatsoever towards the purchase of the Apartment, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice.
  - iii. Provided that where a Purchaser does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid by the Developer, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Purchaser within 45 (forty-five) days of it becoming due.

- iv. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:
- v. In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment plan annexed hereto, despite having been issued a notice in that regard that the Purchaser shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- vi. In case the Purchaser fails to make payment of demands as and when raised by the Developer as per the Payment Plan, of any amount due and payable by the Purchaser under this Agreement (including his/her/its proportionate share of taxes, levies, and other outgoings) despite having been issued notice in that regard. It is further clarified that reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for this clause. In such event the Allottee shall be liable to pay to the Developer, interest at the rate of Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Purchaser.
- vii. In case of default by the Purchaser under the condition listed above continues for a period beyond 45 (forty-five) days after notice from the Developer in this regard, the Developer may terminate the agreement of the Apartment in favour of the Purchaser and refund

the money paid to him by the Purchaser by deducting the booking amount and/or taxes and the interest liabilities and this Agreement shall thereupon stand terminated;

- viii. Provided that the Developer shall intimate to the Purchaser about such termination at least 30 (thirty) days before such termination.
- ix. Without prejudice to the right of the Developer to charge interest in terms of Clause as above, in case of default by the Purchaser under Clause above continues for a period beyond 2 (two) consecutive months, even after several reminders from the side of the Developer for rectification of default, in this regard, the Developer, at its own option, may cancel the allotment of the Apartment in favour of the Purchaser and terminate this Agreement and refund the money paid to the Developer by the Purchaser after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated. PROVIDED HOWEVER that the Developer at least 30 days before such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Purchaser about its decision to cancel the allotment.
- x. On and from the date of refund of the amount as mentioned in Clauses above, as the case may be, this Agreement shall stand canceled automatically without any further act from the Purchaser

and the Purchaser shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Property or any part or portion thereof, and the Purchaser shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is hereby clarified that the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Purchaser under the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Purchaser (save as provided in this Agreement) or loss in transit.

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

The Developer, on receipt of the Total Price of the Apartment as per para stated above under this Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Apartment together with the right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Purchaser.

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

- a. The Developer shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchaser upon the issuance of the completion certificate or such other certificate by whatever name is issued by the competent authority of the Project.
- b. The cost of such maintenance from the date of the Purchaser taking over physical possession and/or from the Possession Date (as mentioned above whichever is earlier, is payable by the Purchaser for the Apartment proportionately as per the rates to be calculated per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Developer and/or the Association of Purchaser, as the case may be.

**12.FORMATION OF ASSOCIATION:**

- a. The Developer shall, upon issuance of the by Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Purchaser to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/ or membership and the other papers and documents necessary for the same.

The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further, the Purchaser agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- b. Upon formation of the Association, the Developer shall hand over the Common Areas, Amenities, and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence, and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations, etc., as may from time to time have been procured/obtained/entered into by the Developer and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment, and machinery provided by the Developer, and the Developer shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Purchaser and the Association

shall keep each of the Owners and the Developer fully saved, harmless and indemnified in respect thereof. It is made clear that the Developer shall perform the preliminary step like convening the meeting of the Association thereafter the process of registration shall be initiated and completed by the Association itself and the Developer's function shall be to provide the necessary documents as may be required for submission to the competent authority. All costs related to the formation of the Association shall be borne by the Purchaser proportionately.

### **13.DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality, or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 3 months by the Purchaser from the date of Completion Certificate, save those as mentioned in clause below, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty)days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

- ii. The Developer will not be liable to rectify any defect occurring under the following circumstances:
- iii. If there are changes, modifications, or alterations in plumbing pipes and fittings and fixtures or changes of wall or floor tiles after the Purchaser



takes over possession of the Apartment, the Promoter will not take any responsibility for waterproofing, cracks, or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

- iv. If there are changes, modifications, or alterations in electrical lines and wirings after said possession unto the Purchaser, the Developer will not take any responsibility for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- v. If there are changes, modifications, or alterations in doors, windows, or other related items, then the Promoter will not take responsibility for door locks door alignment or seepage from windows, or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- vi. If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like stamp, hairline cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;
- vii. Different materials have different coefficients of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high-rise buildings and needs to be repaired from time

to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- viii. If the materials fittings and fixtures provided by the Promoter are not being Maintained by the Allottee or his/her agents in the manner in which same is require to be maintained.
- ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or the reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- x) If the Architect certifies that such defects are not manufacturing defects or due to poor workmanship or poor quality.
- xi) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess, and determine the nature of the purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause hereinabove.
- xii) The Developer /maintenance agency/Association of Allottee shall have the right of unrestricted access to all Common Areas, and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Developer / Association of Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice

and during normal working hours, unless the circumstances warrant otherwise, intending to set right any defect.

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

The Developer/maintenance agency/association of Allottee shall have rights of unrestricted access to all Common Areas, garages (covered garage and/or open parking space) for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchaser and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, intending to set right any defect.

**15.USAGE:**

Use of Service Areas: The service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to the transformer, DG set, water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee formed by the Allottee for rendering maintenance services.

**GENERAL COMPLIANCE CONCERNING THE APARTMENT**

The Purchaser shall, after taking possession, be solely responsible for maintaining the Apartment at his/her own cost, in good repair and

condition, and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures, and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material advertisement material, etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchaser and/or maintenance agency appointed by the Association of Purchaser. The Purchaser 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 PURCHASERS**

The Purchaser are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Purchaser 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 own cost.

**18.ADDITIONAL CONSTRUCTIONS**

The Developer 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. The Developer can construct an additional floor if the building law permits and obtains sanction for the said additional floor from the concerned authority

**19.DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Developer 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 Purchasers who have taken or agreed to take such [Apartment/Building].

#### ***20. APARTMENT OWNERSHIP ACT***

The Developer has assured the Purchaser that the project in its entirety as per the provisions of the West Bengal Apartment Ownership Act, 1972 at the cost of the intending Purchaser. The Developer shows compliance with various laws/regulations as applicable in the State of West Bengal.

#### ***21. BINDING EFFECT***

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser (s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the

Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

## ***22.ENTIRE AGREEMENT***

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties with 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 PURCHASERS / SUBSEQUENT PURCHASER**

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

**25. WAIVER IS NOT A LIMITATION TO ENFORCE**

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of another Purchaser.

Failure on the part of the Developer to enforce at any time or for any period the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce 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 Purchaser has to make any payment, in common with other Purchaser (s) in Project, the same shall be in proportion of the carpet area 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 addition to the

instruments and actions specifically provided for herein, as may be reasonably required to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or under any such transaction.

### **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar or Sub-Registrar.

### **30. NOTICES**

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

Name of Purchasers:

Address

Name of the Developer **SKYVIEW VERDANT PROJECTS LLP**, (PAN-AESFS1261B), an LLP in-corporate under Limited Liability Partnership Act 2008, having its registered office at 78A Raja Basanta Roy Road, Police Station: Tollygunge, Post Office- Sarat Bose Road, 1<sup>st</sup> Floor, Kolkata- 700029 duly authorized and represented by it's one it's designated partner and authorized signatory **SRI. MANISH AGARWALA**, Son of Late S.N. Agarwala, having PAN- ACGPA7460G, Aadhar No- 697873380743, by religion: Hindu, by Occupation: Business, by Nationality: Indian, & **SRI KAMAL KISHORE BAHETI**, son of Late Inder Chand Baheti, having PAN-AECPB7216B, Andhar No 5635 9524 8026, by religion. Hindu, by occupation Business, by Nationality: Indian, both having office at 78A Raja Basanta Roy Road, 1<sup>st</sup> Floor, Police Station Tollygunge, Post Office- Sarat Bose Road, Nolkata-700 029.

Address of the Developer: 78A, Raja Basanta Roy Road, Post office: Sarat Bose Road. Police Station Tollygunge, Kolkata 700029

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address after 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 Purchasers, as the case may be.

### **31. JOINT PURCHASER**

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

**32. Nomination:** The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Unit/Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 4% (four percent) of the market price prevailing at that time or sale price, which is higher (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:

- The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
  
- The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
  
- The Allottee shall pay a legal fee of Rs. 15,000/- (Rupees Fifteen Thousand Only) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
  
- Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

### *33. GOVERNING LAW*

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced under the laws of India for the time being in force.

### **34. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or about 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 Adjudicating Officer appointed under the Act.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the land measuring an area of 3 Kottahs 8 Chittacks be the same a little more or less comprised in Holding No 206, Sub Division-Q, Division-6,, Dihi Panchannogram together with Two Storied Building each floor having an area of 1890 Square Feet more or less lying situate at and being Premises No P- 113A, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station: Rabibdra Sarabour , Post Office: Sarat Bose Road, Kolkata: 700029 within ward no 90 of the Kolkata Municipal Corporation along with right of common user and facilities and amenities attached

thereto together with all easement right, title, interest, profit attached thereto butted and bounded by

ON THE NORTH : 113B Lake Terrace;

ON THE EAST : 114 Lake Terrace ;

ON THE SOUTH : 40 feet wide Lake Terrace Road;

ON THE WEST : 40 feet wide Lake Terrace Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**DEVOLUTION OF TITLE**

**WHEREAS** Mohitsundari Devi on the 24<sup>TH</sup> January 1941 purchased from the Trustees of the Improvement of Calcutta, of All That the land containing an area of 6 Cottahs and 7 Square feet be the same a little more or less in Scheme No. XLVII comprised in Holding No 206, Sub Division-Q, Division-6, Dihi Panchannogram being more fully described in the Schedule of the said deed of Conveyance and was registered in the office of the Sub-Registration Office of 24 Parganans at Alipore and recorded in Book I Volume 23 Pages 205 to 207 Being No.,663 for the year 1941.

**AND WHEREAS** the said Mohitsundari Debi had five sons namely Sriman Nityananda Chatterjee, Baidyanath Chatterjee, Satyabrata Chatterjee, Panchanan Chatterjee and Dedabrata Chatterjee.

**AND WHEREAS** Baidyanath Chatterjee was extremely whimsical and wayward and in any property comes to his hand the same is likely to be wasted.

**AND WHEREAS** said Mohitsundari Debi as the Settlor therein is desirous of making arrangements for the protection and preservation of the properties.

**AND WHEREAS** for the aforesaid purposes and for diverse good causes said Mohitsundari Debi as the Settlor therein is desirous of creating a Trust in respect of the aforesaid property.

**AND WHEREAS** on 24<sup>th</sup> April 1954 the said Mohitsundari Debi created a Trust in respect of the aforesaid property morefully and particularly described in the Schedule there underwritten.

**AND WHEREAS** on expiration of 13 years and 6 months from the date of execution of the Trust, the said trust comes to an end and the Nityananda Chatterjee is entitled to the vacant land measuring an area of 2 Cottahs 8 Chittaks 7 Square Feet be the same little more or less lying situate at and being Premises No P-113B, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station : Rabindra Sarabour , Post Office : Sarat Bose



Road, Kolkata : 700029, and Sri Satyabrata Chatterjee, Panchanan Chatterjee and Debabrata Chatterjee are entitled to ALL THAT two-storied brick-built message and dwelling house of the premises containing an area of 3 Kottahs 8 Chittacks be the same a little more or less comprised in Holding No 206, Sub Division-Q, Division-6,, Dihi Panchannogram being a portion of the property at Premises No P-113A, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station: Rabindra Sarabour , Post Office: Sarat Bose Road, Kolkata: 700029.

**AND WHEREAS** Panchanan Chatterjee died intestate as a bachelor on 17.01.1985 leaving behind his brother Satyabrata Chatterjee and Debabrata Chatterjee as his only heirs and legal representatives

**AND WHEREAS** said Satyabrata Chatterjee died on 25.10.2001 leaving behind his wife namely Krishna Chatterjee and one daughter Smt Soma Chatterjee as his only heirs and legal representatives.

**AND WHEREAS** the said Krishna Chatterjee namely died intestate on 27.02.2020 leaving behind her only daughter Smt Sumana Shome as her only heirs and legal representatives

**AND WHEREAS** thus Sri Debabrata Chatterjee and Smt Sumana Shome are thus the joint owners ALL THAT the land measuring an area of 3 Kottahs 8 Chittacks be the same a little more or less together with Two Storied building standing thereon each floor having an area of 1890 Square Feet more or less comprised in Holding No 206, Sub Division-Q, Division-6,, Dihi Panchannogram being portion of the property at Premises No P-113A, Hemanta Mukhopadhyay Sarani, Lake Terrace, Police Station : Rabindra Sarabour , Post Office : Sarat Bose Road, Kolkata : 700029.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**ALL THAT** Flat on the Side being no, on the ---- floor of the G + IV Storied Building having a carpet area of square feet, more or less, corresponding to Maintenance Chargeable area of Square Feet more or less along with garage/closed parking no. measuring square feet, more or less, on the ground floor. More fully reflected and attached in the plan attached herewith marked with red borders.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

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**SCHEDULE REFERS TO THE SPECIFICATION**

Construction to be made and equipment, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:

<b>BRICK WORK</b>	AAC Blocks
<b>DRAINAGE</b>	Per design as per engineer in charge
<b>Flooring</b>	Bed rooms: Laminated/Wooden Flooring Living dining: Marble/ high quality tiles/ Marbles. Kitchen & Toilets: Anti-Skid Tiles/ Marbles
<b>DOORS</b>	35mm flush doors, veneered/laminated both sides
<b>WINDOWS</b>	UPVC/Fenesta or equivalent make
<b>ROOF TREATMENT</b>	Water proofing of approved make and vitrified tiles
<b>TOILET FITTINGS</b>	All fittings from brands of reputed make
<b>KITCHEN FITTINGS</b>	All fittings from brands of reputed make
<b>ELECTRICALS</b>	Finolex complete water proof or equivalent make
<b>ELECTRICAL METER</b>	CESC

**IN WITNESS WHEREOF** the **PARTIES** hereto set and subscribed their respective hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

in presence of :

1.

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***OWNERS***

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***DEVELOPER***

2.

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***PURCHASERS***

SKYVIEW VERDANT PROJECTS LLP  
  
Designated Partner / Authorised Signatory

SKYVIEW VERDANT PROJECTS LLP  
  
Designated Partner / Authorised Signatory