

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, 20__ (Two
Thousand and _____) A.D.

B E T W E E N

(1) **SMT. PADMA CHATTERJEE**, (PAN: ARXPC0809K, Aadhaar No. _____) wife of Late Nilambu Prasad Chatterjee, by faith–Hindu, by Occupation – Housewife, Post Office – Tollygunge (2) **SRI SHUBHORAJ CHATTERJEE** (PAN: AGUPC5571A, Aadhaar No. _____) son of Late Nilambu Prasad Chatterjee, by faith – Hindu, by Occupation – Business and (3) **SRI INDRARAJ CHATTERJEE**, (PAN: AMSPC2524K, Aadhaar No. _____) son of Late Nilambu Prasad Chatterjee, by faith–Hindu, by Occupation – Business, Nos. 1 to 3 residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station–Charu Market, Kolkata–700033; (4) **SRI DEEPAJ CHATTERJEE**, (PAN: AEAPC0697R, Aadhaar No. _____) son of Late Gouranga Prasad Chatterjee, by faith–Hindu, by Occupation – Service, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata–700033; (5) **SMT. DIPONI CHAKRABARTI**, (PAN: AJDPC1079R, Aadhaar No. _____) wife of Sri Arnab Chakrabarti, daughter of Late Gouranga Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at Flat No. 8, Purba Diganto Co-operative Housing Society Limited, DA – 119, Action Area – 1, Post Office- New Town, Police Station : New Town, Kolkata – 700114, District : North 24 Parganas; (6) **SMT. DIPANJANI BANERJEE**, (PAN:AYTPB1753B, Aadhaar No. _____) wife of Sri Arijit Banerjee, daughter of Late Gouranga Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 150, Motilal Neheru Road, Post Office-Sarat Bose Road, Police Station : Lake, Kolkata–700029; (7) **SRI PRITHWIRAJ CHATTOPADHYAY**, (PAN: BWPC1827A, Aadhaar No. _____) son of Late Devprasad Chattopadhyay, by faith – Hindu, by Occupation – Retired, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033, (8) **SMT. PADMINI BHATTACHARYYA**, (PAN: AZDPB8237C, Aadhaar No. _____) wife of Late Nikhilesh Bhattacharyya, by faith – Hindu, by Occupation – Housewife, residing at 21, Dey Street, Sreerampur, Post Office & Police Station : Searampur, District : Hooghly, Pin No. 712201; (9) **SMT. RUKMINI MUKHAPADHYAY**, (PAN: AIZPM1274B, Aadhaar No. _____) wife of Late Dr. Debabrata Mukhapadhyay, by faith – Hindu, by Occupation – Housewife, residing at 4/1, Central Park, City Centre, Post Office City Centre, (Municipal Corporation) Durgapur, Pin - 713216, Police Station – Arobindo, I.C. City Centre, District: Burdwan; (10) **SMT. NANDINI BANDYOPADHYAY**, (PAN: AXAPB2868G, Aadhaar No. _____) wife of Prof. Dr. Samaresh Bandyopadhyay, by faith–Hindu, by Occupation – Housewife, residing at “Nil Kamal”, 203, Lake Town, Block – A, Post Office & Police Station : Lake Town, Kolkata–700089; (11) **SMT. INDRANI MUKHERJEE**, (PAN: CDEPM9735K, Aadhaar No. _____) wife of Bhabani Prasad Mukherjee, by faith – Hindu, by Occupation – Housewife, residing at A-3/2, Baitalik Co-operative Housing Society, KMDA Housing Complex, Baghajatin, Hiland Park, Post Office-Panchasayar, Police Station : Survey Park, Kolkata : 700094, (12) **SMT. SARBANI BANERJEE**, (PAN:AKUPB0086F, Aadhaar No. _____) wife of Dr. Debabrata Banerjee, by faith – Hindu, by Occupation – Housewife, residing at CE-45, Sector – I, Salt Lake City, Post Office- Bidhan Nagar CC Block, Police Station : Bidhan Nagar (North), Kolkata – 700064, District : North 24 Parganas; (13) **SMT. BINA CHATTERJEE**, (PAN: ACAPC4543Q, Aadhaar No. _____) wife of Late Satya Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (14) **SRI ABHIRAJ CHATTERJEE**, (PAN: ACAPC3557G, Aadhaar No. _____) son of Late Satya Prasad Chatterjee, by faith – Hindu, by Occupation – Business, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (15) **SMT. SUKLA CHATTERJEE**, (PAN:ACEPC5668A, Aadhaar No. _____) wife of Late Raghuraj Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office-

Tollygunge, Police Station : Charu Market, Kolkata-700033; (16) **SMT. SAHELI MUKHERJEE**, (PAN:AQHPM2556J, Aadhaar No. _____) wife of Sri Sudip Mukherjee, daughter of Late Raghuraj Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 43, Jodhpur Park, Post Office-Sarat Bose Road, Police Station :Lake, Kolkata-700068; (17) **SMT. SNEHAKANA CHATTERJEE**, (PAN:ACHPC8412F, Aadhaar No. _____) wife of Late Sakti Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (18) **SMT. IRANI MITRA**, (PAN:AKGPM1297D, Aadhaar No. _____) wife of Rajendra Mitra, daughter of Late Sakti Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033; (19) **SMT. APARNA CHATTERJEE**, (PAN:AEZPC2536E, Aadhaar No. _____) wife of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (20) **SMT. CHANDRANI MUKHERJEE**, (PAN: AKQPM5430L, Aadhaar No. _____) wife of Sri Sahasrangshu Mukherjee, daughter of Late Pranab Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at Flat No. 3A, "Sudakshina Apartment", 377A, Prince Anwar Shah Road, Post Office: Jodhpur Park, Police Station : Jadavpur, Kolkata – 700 068; (21) **SRI RANARAJ CHATTERJEE**, (PAN: AMEPC9473B, Aadhaar No. _____) son of Late Ram Prasad Chatterjee, by faith – Hindu, by Occupation – Legal Practitioner, residing at 4, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata – 700033; (22) **SMT. PRIYADARSHINI GANGULY**, (PAN:ARWPG6264H, Aadhaar No. _____) daughter of Late Ram Prasad Chatterjee, wife of Suvrajit Ganguly, by faith – Hindu, by Occupation – Housewife, residing at 15, Pankajini Chatterjee Road, Post Office-Tollygunge, Police Station : Charu Market, Kolkata – 700033; (23) **SMT. RAJASHREE BANERJEE**, (PAN:APBPB3670B, Aadhaar No. _____) wife of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 114F/1L, Salimpur Road, Post Office -Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (24) **SMT. DEBDUTY BANERJEE**, (PAN: APRPB5573K, Aadhaar No. _____) daughter of Late Anshu Nath Banerjee, by faith – Hindu, by Occupation – Student, residing at 114F/1L, Salimpur Road, Post Office- Dhakuria, Police Station : Jadavpur, Kolkata – 700031; (25) **SRI AMIYA NATH BANERJEE**, (PAN:BEKPB2969C, Aadhaar No. _____) son of Late Ashim Nath Banerjee, by faith – Hindu, by Occupation – Business, residing at 76, Poddar Nagar, Post Office-Jodhpur Park, Police Station : Jadavpur, Kolkata – 700068; (26) **SMT. SULEKHA BANERJEE**, (PAN: AYBPB5558M, Aadhaar No. _____) wife of Late Ashesnath Banerjee, by faith – Hindu, by Occupation – Housewife, residing at 76, Poddar Nagar, Post Office- Karju Nagar, Police Station : Jadavpur, Kolkata – 700068; (27) **SRI SHOMENATH CHATTERJEE**, (PAN: ABVPC3622Q, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Retired, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033 (28) **SRI SUBHRENDU CHATTERJEE**, (PAN:ACMPC5431F, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700 033; (29) **SRI ABHRENDU CHATTOPADHYAY**, (PAN: ACZPC6083G, Aadhaar No. _____) son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Service, residing at C-70, Officer's Quarter, B.E.M.L. Nagar, Kolar Gold Field, Post Office-B.E.M.L. Nagar, Police Station : Kolar, District: Kolar, Pin: 563115, Karnataka,; (30) **SRI SUBHODIP CHATTERJEE**, (PAN: ADQPC4692K, Aadhaar No. _____), son of Late Sourendra Nath Chatterjee, by faith – Hindu, by Occupation – Service,

residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (31) **SMT. PRATIMA CHATTERJEE**, (PAN: **BIEPC4606B**, Aadhaar No. _____) wife of Late Ashok Kumar Chatterjee, by faith – Hindu, by Occupation –Housewife, (32) **SRI AVIJIT CHATTERJEE**, (PAN: **BIGPC2625G**, Aadhaar No. _____) (33) **SRI JOYJIT CHATTERJEE**, (PAN: **AMYPC6811H**, Aadhaar No. _____) both sons of Late Ashok Kumar Chatterjee, by faith – Hindu, by Occupation –Service, Nos. 31 to 33 residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata–700033; (34) **SRI INDRANIL MUKHERJEE**, (PAN: **BIJPM7719Q**, Aadhaar No. _____) son of Late Mrigendra Mukherjee, by faith – Hindu, by Occupation – Business, residing at 81/1, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (35) **SRI SANKAR CHATTERJEE**, (PAN: **AUMPC8615R**, Aadhaar No. _____) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office - Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (36) **SRI SIDDHARTHA CHATTERJEE**, (PAN: **AIMPC0504F**, Aadhaar No. _____) son of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Retired, residing at at Bandhe Ali Pally, Brahmapur, Usha Gate, Post Office – Bansdrani, Police Station : Bansdrani, Kolkata – 700070; (37) **SMT. JAYASHREE SENAPATI**, (PAN: **BLEPS0858J**, Aadhaar No. _____) wife of Sri Krishna Chandra Senapati and daughter of Late Rama Prasad Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 112, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (38) **SRI SUSHIL KUMAR CHATTERJEE**, (PAN: **ADPLC7711L**, Aadhaar No. _____) son of Late Kumud Chandra Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (39) **SMT. ARATI CHATTERJEE**, (PAN: **APIPC1504Q**, Aadhaar No. _____), wife of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; (40) **SRI SAMPRIT CHATTERJEE**, (PAN: **AIMPC9634J**, Aadhaar No. _____) son of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Business, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033; and (41) **SMT. MONALISA DUTTA**, (PAN: **AKZPD3343C**, Aadhaar No. _____) wife of Shantanu Dutta, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at 28A/1D, Jhil Road, Post Office: Dhakuria, Police Station – Jadavpur, Kolkata 700031, (42) **SMT. DEBJANI BISWAS**, (PAN: **BLHPB0570K**, Aadhaar No. _____) wife of Sri Sudipta Biswas, by faith – Hindu, by Occupation – Housewife, permanent resident of 4, Pankajini Chatterjee Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700033, at present residing at 98, Bailey Close, Bounds Green London N11 2JW UK and (43) **SMT. AMBALIKA PANDE**, (PAN: **BZAPP0308J**, Aadhaar No. _____) wife of Sri Gopal Pande, daughter of Late Sudhir Kumar Chatterjee, by faith – Hindu, by Occupation – Housewife, residing at P107, Bank Plot, Post Office: Dakuria, Police Station: Lake, Kolkata: 700 hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their heirs, executors, legal representatives and assigns) of the **FIRST PART**. The Owners are being represented by their Constituted Attorney **SRI AMARDEEP BHALOTIA**, (PAN : **AHRPB1183B**, Aadhaar No. _____), son of Late Girija Shankar Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5th Floor, 16A, Deshpran Sasmal Road, Police Station- Charu Market, Kolkata-700033, by virtue of (1) Registered General power Attorney dated 07.07.2013 and registered at the office of Additional District

Sub Registrar at Alipore and entered in Book No. IV, CD Volume No. 23 Pages 2156 to 2193 Being No. 5538 for the year 2013 (2) Registered Power of Attorney dated 20.09.2015 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume number 1605-2015 Pages from 74160 to 74281 Being No. 6512 for the year 2015. (3) Power of Attorney on 23.09.2015, which was notarized by Peter Heywood Baker, Notary Public 405/7 Holloway Road, London, N7 6HG and adjudicated by the Kolkata Collector on 29.12.2015. (4) Registered Power of Attorney dated 30.06.2016 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2016 Pages from 12406 to 12432 Being No. 744 for the year 2016 (5) Registered Power of Attorney dated 24.01.2017 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No.1605-2017 Pages from 8192 to 8207 Being No. 349 for the year 2017 (6) Registered Power of Attorney dated 13.02.2017 and registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 2168 to 2187 Being No. 131 for the year 2017.

AND

MUSKAN HIGHRISE PRIVATE LIMITED, (PAN: **AAF7748F**) a Company incorporated under the provisions of the Companies Act, 1956, (CIN :**U45400WB2008PTC129921**) having its registered Office at 3, Prince Baktiar Shah Road, Post Office-Tollygunge, Police Station: Charu Market, Kolkata 700033 represented by its Authorized Signatory- **SRI AMARDEEP BHALOTIA**, (PAN : **AHRPB1183B**, Aadhaar No. _____), son of Late Girija Shankar Bhalotia, by faith-Hindu, Nationality-Indian, by occupation-Business, Nationality: Indian, residing at Flat No. 5A, 5th Floor, 16A, Deshpran Sasmal Road, Post Office-Tollygunge, Police Station-Charu Market, Kolkata-700033, hereinafter called and referred to as the **PROMOTER/ DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

AND

(1) _____ (PAN _____, Aadhaar No. _____), son of _____ by faith-Hindu, by Occupation service, Nationality Indian, residing at _____ Post Office - _____, Police Station _____, Kolkata - 700 _____ and (2) _____ (PAN _____, Aadhaar No. _____), son of _____ by faith-Hindu, by Occupation service, Nationality Indian, residing at _____ Post Office - _____, Police Station _____, Kolkata - 700 _____ 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, and permitted assigns) of the **THIRD PART**:

The Owners, Promoter/Developer and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

DEFINITIONS:

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

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XL1 of 2017);

- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- d) "**Section**" means the section of the Act.
- e) "**Premises**" shall mean **ALL THAT** piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon multistoried building is under construction, lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities appurtenant thereto.
- f) "**Sanctioned Plan**" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 201900143 dated 17th December, 2019 and shall include sanctionable additions/alterations made thereto from time to time by the Promoter. The Allottee(s) are also aware of the fact and consents and admits that owing to construction of additional area/floors the proportionate undivided share of the Allottee(s) in the Common Area and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned towers for consuming the additional FAR (Floor Area Ratio), if permissible under the law and the Allottee(s) shall not raise or make any objection with regards thereto and the Allottee(s) hereby consents to the same. It is clarified that the foundation of the Towers/Buildings have been planned to take entire load of the additional floors.

- g) "**Common Purposes**" shall mean the purposes of managing maintaining up-keeping and security of the project and in particular the common Areas, Parking Spaces and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System (if installed) at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Allottee(s) or two third majority of them decide to manage, maintain and up-keep the said installation.

WHEREAS:

- A. The Owners, entered into (1) Development Agreement dated 07.07.2013 which was registered at the office of Additional District Sub Registrar at Alipore and registered Book No. I, CD Volume No.23 Pages 2194 to 2276 Being No. 5537 for the year 2013 (2) Development Agreement dated 25.08.2015, which was registered at the office of Additional District Sub Registrar at Alipore and registered in Book No. I, Volume number 1605-2015 Pages from 60238 to 60270 Being No. 5949 for the year 2015 (3) Development Agreement dated 25.08.2015, which was registered at the office of Additional District Sub Registrar at Alipore and registered in Book No. I, Volume No. 1605-2015 Pages from 60206 to 60237 Being No. 5948 for the year 2015 and (4) First Supplementary Agreement dated 20.09.2015, with the Promoter;
- B. The Said property is earmarked for the purpose of building a residential / commercial project comprising of several flats/ units/ commercial spaces/ shops and car parking spaces and the said project shall be known as **"THE SKYLAKE"** (hereinafter referred to as the "**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the Said Property on which Project is to be constructed;
- D. The intimation of commencement of the work is already been submitted to the Kolkata Municipal Corporation and the same is approved by them;
- E. The Developer/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable and save to the extent as mentioned in Definition clause (f) mentioned hereinafter and save as mentioned hereinbelow;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ____20__ under Registration No. HIRA/P/KOL/20___/000___;
- G. The Allottee(s) had applied for an apartment in the Project and has been allotted apartment hereinafter referred to as the "Said Unit" more particularly described in **Schedule-A-1** and the floor plan of the apartment is annexed hereto and marked as **Annexure -I**;
- H. The title of the Owners to the said Premises has been examined by the Allottee to his/her/their satisfaction and the Allottee agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

- I. The Allottee has also seen and inspected the various Plans sanctioned by the Kolkata Municipal Corporation relating to the said Project and has fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto. The Allottee (s) also consents and confirms that the Promoter shall be at liberty to have the Plan modified and/or altered from time to time.
- J. The Allottee agrees and consents to the fact that in case at any time additional constructions /floors are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and agrees not to raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership of land and common user of the common areas.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. 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;
- M. 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;
- N. 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 Said Unit morefully mentioned in **Schedule A-1**.

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(s) and the Allottee(s) hereby agrees to purchase, the Said Unit morefully and particularly mentioned in the **Schedule-A-1**;

1.2. The Total Price payable for the Apartment is more fully mentioned in the **Schedule-B** hereunder written.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price abovementioned excludes Deposits and other charges and GST which is morefully and particularly mentioned in **Part-II** and **Part-III** of the **Schedule C** hereunder written;

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

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Sub clause (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in **Schedule E** includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment of the Total Price, Extras and other charges and GST as per the **Schedule C ("Payment Plan")**.

1.5. 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 herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act. **BUT** The Promoter duly mentions and Allottee understand and agrees that as per law the extra F.A.R. is permissible apart from sanction plan and the Allottee hereby grant consent and appoints the Promoter as his/her/its authorized attorney to sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however the carpet area of that Said Unit allotted to the Allottee will remain unchanged. Provided further that the Promoter may make such minor additions or alterations as may be required by the Allottee(s) at allottee's cost, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part-1 of the **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as per **Schedule - B** of this Agreement.

1.7. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned in **Schedule-A-1**:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have right to use the Common Areas transferred to the association of Allottee(s). 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, It is clarified that the Promoter shall hand over the common areas to the association of Allottee(s) after duly obtaining the

completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

(iii) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in **Schedule E**, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes and maintenance charges.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his/her apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.5. It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the instant project and for the Allottee(s) of the new phase to be developed by Promoter.

1.6. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), 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 therefore by such authority or person.

1.7. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the **Schedule C** 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 which is payable, he shall be liable

to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottee(s) under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the rights to directly receive the Total Price and other amounts payable by the Allottee(s) under this agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee(s) shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement and in the manner as intimated.

In the event of delay and/or default on the part of the Allottee(s) in making payment of any GST, TDS or any other tax, levies, cess etc. then without prejudice to any other rights or remedies available to the Promoter under this agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee(s), the said unpaid tax levy, cess etc. along with interest, penalty etc, payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 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 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 issue 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/thm under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/them name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/them payments in any other lawful outstanding.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule - D** 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, amenities and facilities, 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 Municipal Authority and shall not have an option to make any variation / alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. Provided that nothing herein contained shall derogate or prejudice or effect the Promoter rights and entitlements with regard to the matter connected to the plan and the addition/alteration thereof as contained in **Clause F** and **Clause 1.6** herein-above. In the event of any change in the specifications necessitated on account of Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendation of the Architect, shall be entitled to effect such changes in the materials and specifications provided by the Promoter and however the Promoter shall ensure that the cost and the 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 of this agreement.

7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottee(s) is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 30th November, 2024 with a grace period of 6 months, 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(s) 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 Allottee within 45 days from the date of such termination. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/they 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 completion certificate from the competent authority shall offer in writing to the Allottee to take the possession of the Apartment, in terms of this Agreement within 2 (two) months from the date of issue of completion certificate **SUBJECT TO** compliance of the terms of the agreement and the Allottee making payment of the total price and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his/her covenants / obligations herein Provided that, in the absence of the local law, the Deed of Conveyance in favour of the Allottee (s) shall be carried out by the Promoter within three months from the date of issue of completion certificate subject to the Allottee making payment on the account of stamp duty, registration fees, etc., **PROVIDED FURTHER THAT** the Promoter shall be not be liable to deliver possession of the Said Unit to the Allottee(s) nor to execute or cause to be executed any sale deed or any other instrument(s) until such time the Allottee(s) makes payment of all amounts agreed and required to be paid hereunder by the Allottee(s) and the Allottee(s) has fully performed all terms and conditions of this agreement and on the part of the Allottee(s) to be observed and performed. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottee(s), as the case may be, after the issuance of completion certificate for the Project. The Promoter shall

handover the copy of the completion certificate of the Said Unit, to the Allottee at the time of execution and registration of the Deed of conveyance for sale of said Apartment.

7.2.1. It is clarified that the Promoter shall be deemed to have duly complied with all its obligation in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in Clause 7.1 above.

7.3 Failure of Allottee(s) to take possession of Said Unit- Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall within the period mentioned in such intimation take possession of the Said Unit from the Promoter by making payment of the balance consideration money clearing all the payments mentioned herein and also executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and only thereafter the Promoter shall give possession of the Said Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, in such event the Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 and all taxes and outgoings relating to this Said Unit and for all damages to the Said Unit and/or other parts of the building and also the guarding/holding charges @ Rs. 20,000/- (Rupees Twenty Thousand only) per month for the Said Unit, plus GST (if applicable) to the Promoter from the date as mentioned in the intimation for possession.

7.4 Possession by the Allottee(s)- After obtaining the completion certificate and handing over physical possession of all the Said Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the copies of necessary documents and plan, including common areas to the Association (upon its registration) of Allottee(s).

Provided that, in the absence of any local law, the Promoter shall handover the copies of necessary documents and plans, including common areas, to the Association (upon its registration) of Allottee(s) within thirty days after formation and registration of the Association of Allottee(s).

7.5 Cancellation by Allottee(s) - the Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the total price, with applicable taxes) paid for the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the Allottee(s) and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee(s) without interest, and the Allottee(s) at his/her/their own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the intimation of termination of this agreement the Allottee(s) shall have no

claim of any nature whatsoever on the Promoter and or the Said Unit and the Promoter shall be entitled to deal with and/or dispose of the Said Unit to any other person in the manner it deems fit and proper.

7.6 Compensation – The Promoter shall compensate the Allottee(s) 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 and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee(s), in the manner as provided under the Act and the claim for the 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 Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter 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(s) 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 Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee(s) does not intent to withdraw from the Project the Promoter shall pay the Allottee(s) 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 Promoter to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owner and Promoter hereby represent and warrants to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the said Land and the Promoter has the requisite rights to carry out development upon the said Land and the owners have the absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and the title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any requisition with regard thereto.

(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 Unit and appertaining share in the Land, **PROVIDED HOWEVER THAT** at the time of the execution of the deed of

conveyance/ transfer in terms hereof, the Promoter assures to have the Said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his/her making payment of all amounts payable hereunder or otherwise and complying with his /her other obligation herein, will acquire the title to the Said Unit free from all such mortgages and charges, if any created by the Promoter.

(iv) There are no litigations affecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the Said Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and Said Unit and common areas;

(vi) The Promoter /the Owners have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;

(vii) The Promoter/Owners have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the Said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the Said Unit/Flat to the Allottee(s) 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 Said Unit to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being formed and registered;

(x) The Said 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 said Land ;

(xi) The Promoter/Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and irrespective possession of the apartment along with common areas has been handed over to the Allottee(s)and the Association of Allottee(s) (upon registration) or not.

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owners/ Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Save and except the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

(i) The Promoter fails to provide ready to move in possession of the Said Unit to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For the purpose of 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 completion certificate, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above **PROVIDED** the Allottee(s) complies with his obligation under this Agreement, Allottee(s) is entitled to the following:-

(i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee(s) is not construction linked; or

(ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Said Unit, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice Subject to Allottee(s) registering the Deed of Cancellation in respect of the Said Unit and Appurtenances:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, 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 Promoter to the Allottee(s) within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2(two) consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Unit/ Flat in favour of the Allottee(s) and refund the money paid to him/her/them by the Allottee(s) after deducting the Application money (i.e. Rs. 2,00,000/- with applicable tax) and the interest liabilities and this Agreement shall thereupon stand terminated and upon registration of the Deed of Cancellation thereof. Such refund shall not include any amount paid by the Allottee(s) on account of Taxes paid by the Allottee(s) and/or stamp duty, registration charges, legal expenses, brokerage incurred by the Allottee(s) and shall be made out of the amounts received by the Promoter against Sale of Said Unit to any other interested persons. The Allottee(s) shall at his/its own costs and expenses, execute all necessary documents required by the Promoter in this regard:

Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

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

The Owners and the Promoter, on receipt of Total Price of the Said Unit as per Para 1.2 under the Agreement from the Allottee(s) and other amounts elsewhere herein mentioned shall execute a Deed of Conveyance and convey the title of the Said Unit to the Allottee(s) and the common areas to the Association of Allottee(s) within three (3) months from the date of issuance of the completion certificate to the Allottee.

Provided that, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within three (3) months from the date of issue of completion certificate. However, the Promoter may require execution of the Deed of Conveyance in favour of the Allottee(s) simultaneously with the delivery of the possession of the Apartment to the Allottee(s) and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee(s) unless the Allottee(s) executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession of the said Apartment to him/her by the Promoter.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Promoter, the Allottee(s) authorises the Promoter to withhold

registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is paid by the Allottee(s) and in such event the Allottee(s) shall also be deemed to be under condition of default under Clause 7.3 and 9.3 mentioned herein-above.

11. OWNERS' CONFIRMATION :

The Owners have been made parties to these presents to confirm the Allottee(s) that the owners shall join to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the Said Unit in favour of the Allottee(s) and the common areas to the Association of Allottee(s) without claiming any consideration or additional consideration from the Allottee. The Owners obligation is limited to transfer of land comprised in the said premises which shall be in favour of the Allottee(s) individually or jointly as may be applicable.

12. MAINTENANCE OF THE SAID BUILDING/ SAID UNIT/ PROJECT :

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance will be borne by the Allottee(s) (to the Promoter) from the date of obtaining completion certificate.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the common area and common expenses of the project are contained in House Rules (more-fully described in **SCHEDULE "H"**) hereinafter mentioned and all the Allottee of the apartments shall be bound and obliged to comply with the same.

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 Promoter within a period of 5 (five) years by the Allottee(s) from the date of completion certificate or handing over possession whichever is earlier, 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

PROVIDED THAT the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee(s) or Association of Allottee and/or any other persons **OR** in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determining the nature of such defect, alter the state and condition of such defect or if the related annual maintenance contracts and other licenses are not validly maintained, then the Promoter shall be relieved of its obligations contained in the

para immediately preceding and the Allottee(s) shall not be entitled to any cost or compensation in respect thereof.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee(s) 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 Service Areas: The service areas, if any, as located within the **“THE SKYLAKE”** (project), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the 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 Allottee(s) formed by the Allottee(s) for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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 would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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

Allottee(s) and/or maintenance agency appointed by association of Allottee(s). 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 PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS/MODIFICATION: 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, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act and save to the extent specifically mentioned in this agreement or permitted by any law for the time being in force.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

HOWEVER, for obtaining financial assistance and/or loans (for construction) from Banks, Financial Institutions, NBFCs and other lenders, the Promoter has already created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charge in respect of the said land or any part thereof, and the Allottee(s) hereby consents to the same **PROVIDED HOWEVER THAT** at the time of execution of the deed of conveyance / transfer hereof, the Promoter assures to have the Said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the Said Unit free from all such mortgages and charges created by the Promoter.

20. APARTMENT OWNERSHIP ACT (OTHER RELEVANT STATE ACT):

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee at the option of Promoter may be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee(s) 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 unit.

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 ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) 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 **Schedule C** 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 Allottee(s). Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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 Unit bears to the total carpet area of all the Units 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 completed only upon its execution by the Promoter, through its Director or its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 concerned 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 as mentioned in this Agreement or through e-mail.

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

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by

the Allottee in respect of the Unit, prior to the execution and registration of this Agreement for Sale for such Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

33. GOVERNING LAW:

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

34. DISCLAIMER :

Any other terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in West Bengal Housing Industry Regulation Act, 2017 and subsequent amended Rules & Regulations made thereunder.

35. 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 parties shall have liberty to take recourse of law before the competent court.

36. MISCELLANEOUS:

The Allottee aware that the price of the Unit is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee shall not claim, demand or dispute in regard thereto.

The Allottee prior to execution of the Deed of Sale nominates his/their provisionally allotted Unit unto and in favour of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @2% (two per cent) of the total price to the Promoter.

The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in **Schedule-E** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation.

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the

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

In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

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 of specifications mentioned in the Schedule.

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee shall not have any objection to it.

The Possession Date has been accepted by the Allottee. However, if the said Unit is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

The right of the Allottee shall remain restricted to his/her/their respective Unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment, the balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter against sale of the Said unit to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall

prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

The cost of maintenance will be paid / borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottee(s) and thereafter to the association of Allottee(s). The Allottee shall before taking possession of the apartment pay @ Rs.____ per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee shall additionally pay @ Rs.____/- per sq. ft. on the built-up area of the apartment towards Sinking Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee(s) and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee(s) of the said Project including those mentioned hereunder. The Promoter for providing the

maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first-year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not in side any Flat) walls of the New Building/s.
- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant if any, Firefighting equipment, CCTV, EPABX etc. and other common installations including their AMC, license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Allottee.
- Creation of sinking funds for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staffs to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Housekeeping Staff, Plumbers, electricians, Gardener etc. including perquisites, Bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

The Promoter, have estimated the cost for first year maintenance charges, as per

present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owners or their nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Allottee(s), the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

The Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings namely **“THE SKYLAKE”** and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign/ Bill Boards/ Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper

and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee(s) or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

That on and from the date of possession of the said flat/unit, the Allottee shall:

a. Co-operate in the management and maintenance of the said project :-**“THE SKYLAKE”**.

b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

d. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consent to the same:

- i) To discontinue the supply of electricity to the “Said Unit”.
- ii) To disconnect the water supply
- iii) Not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv) To discontinue the facility of DG Power back-up
- v) To discontinue the usage of all amenities and facilities provided in the said project **“THE SKYLAKE”** to the Allottee and his/her/their family members/guests.

e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

f. Use the said flat/unit for residential purpose only.

g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the

Association, upon formation, in writing.

- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area, save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4-wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.
- m. Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.
- o. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- p. Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.
- q. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of

the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r. Not to use the car parking space, if allotted or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t. Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

u. Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function/meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project **“THE SKYLAKE”** for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

v. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and

electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

w. To ensure that all interior work of furniture, fixtures and furnishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottee(s).

THE SCHEDULE "A" ABOVE REFERRED TO
(Said Property)

ALL THAT piece and parcel of land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon multistoried building is under construction, lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

<u>ON THE NORTH BY</u>	:- Charu Chandra Place (East);
<u>ON THE SOUTH BY</u>	:- Sultan Alam Road;
<u>ON THE EAST BY</u>	:- Charu Chandra Place (East);
<u>ON THE WEST BY</u>	:- Deshpran Sashmal Road;

SCHEDULE 'A-1'
(Said Unit)

ALL THAT the Apartment No. ____, containing a carpet area of ____ Sq. Ft., type **2 BHK**, with Exclusive balcony area of ____ Sq. Ft., Chargeable/Super Built-up area being ____ Sq. Ft. be the same a little more or less on the ____ Floor of the Block No. ____ of the Project to be known as "**THE SKYLAKE**" together with right to park **One** car at the **MLCP** (dependent/independent) parking space in the ground floor level situated within the said Project on the said Land together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule-E**, of the said project "**THE SKYLAKE**" which is under construction at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89.

SCHEDULE 'B'
(Price)

The Consideration payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

Block No. :	Rate of apartment per square feet of carpet area :
Apartment No. :	Rs. _____/-
Type BHK :	
Floor :	
Cost of carpet area:	Rs. _____/-
Cost of exclusive balcony or verandah areas	Rs. _____/-
Cost of exclusive open terrace	Rs. _____/-
Prorata cost of common areas with external wall thickness	Rs. _____/-
Preferential Location Charges	Rs. _____/-
Floor escalation charges	Rs. _____/-
Cost of Car Parking	Rs. _____/-
Total Amount	Rs. _____/-
Consideration for the Apartment	Rs. _____/-

(Rupees _____ Only)

Note : GST is payable on the total consideration as mentioned in the **PART-III** of **SCHEDULE C** herein below.

SCHEDULE 'C'
PART - I
(Payment Plan)

The said total consideration of **Rs. _____/- (Rupees _____ Only)** mentioned in the **SCHEDULE - B** hereinabove shall be paid by the Allottee to the Promoter by cheques/Pay Orders/ Demand Drafts drawn in the name of "**Muskan Highrise Pvt. Ltd**" or by online payment (as applicable) as follows:

Sl. No.	Particulars	Amount / (Rs.) + GST
(1)	Application Money	Rs. 2,00,000/-
(2)	On execution of the Agreement for Sale	10% of the Total consideration of Apartment
(3)	Payable on commencement of piling	5% of the Total consideration of Apartment

(4)	Payable on completion of basement roof	10% of the Total consideration of Apartment
(5)	Payable on completion of Deck level	5% of the Total consideration of Apartment
(6)	Payable on Roof casting of 4 th Floor	10% of the Total consideration of Apartment
(7)	Payable on Roof casting of 8 th Floor	5% of the Total consideration of Apartment
(8)	Payable on Roof casting of 12 th floor	5% of the Total consideration of Apartment
(9)	Payable on Roof casting of 17 th floor	5% of the Total consideration of Apartment
(10)	Payable on Ultimate Roof casting	10% of the Total consideration of Apartment
(11)	Payable on Brickwork of 12 th floor	5% of the Total consideration of Apartment
(12)	Payable on Brickwork ultimate floor of respective towers	5% of the Total consideration of Apartment
(13)	Payable on flooring of the said flat	10% of the Total consideration of Apartment
(14)	Payable on installation of Lift and VRV	5% of the Total consideration of Apartment
(15)	Payable on offer of Possession	10% of the Total consideration of Apartment

Part-II

(Deposits and Other Charges)

The total extras and deposits in respect of apartment is **Rs. _____/- (Rupees _____ Only)** ("Total extras and deposits"):-

Deposits :	
Sinking Fund – This amount is payable to the association as funds for future repairs replacement, improvements and developments in the said project. This amount shall be and /or may be adjusted against any arrears in maintenance charges and or applicable taxes as the Developer/Promoter or the Association deem fit and proper.	Rs. _____/-
Advance Maintenance charges- This amount is payable against 12 months advance maintenance	Rs. _____/-

charges for the said apartment	
Total Deposits	Rs. _____/-
Extra charges:	
Transformer charges & Electricity charges - This amount is payable for the said apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC Ltd. For providing and installing transformer at the said project.	Rs. _____/-
Legal and documentation charges to be paid 50% at the time of execution of these presents and balance 50% at the time of handover of draft copy of deed of conveyance.	Rs. _____/-
Club and Amenities Charges.	Rs. _____/-
Diesel generator power backup – This amount is payable for the installation of diesel generator (“DG”) for power backup to run the basic facilities in the project. The minimum load that will be provided for apartments 1 watt per square feet. For Additional Load of 1 KW Allottee will pay.	Rs. _____/-
Transformer Charges -	Rs. _____/-
Total Deposits & Extras	Rs. _____/-

(Rupees _____ Only)

PART -III
(GST)

The GST payable by the Allottee(s) to the Promoter shall be as follows:-

Sl no.	Particulars	Amount in Rs. P.
1	GST as applicable on the total consideration of Rs. _____/- mentioned in the SCHEDULE B hereinabove at the current rate of GST	Rs.
2	GST in respect of the Extras and Deposits as mentioned in the PART-II of SCHEDULE C hereinabove at the current rate of GST,	Rs.

	Total	Rs.
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(Rupees _____ Only)

Note: GST is calculated at the current rate of GST. In case of any variation therein, the GST amount shall also undergo change.

1. Any additional or increased Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees and payable to the appropriate authority within the time prescribed by law.
2. The Allottee(s) shall pay the deposit to CESC Ltd. directly on account of individual meter.
3. Charges levied by the Promoter for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said Flat including the costs, charges and expenses for revision of the Plans to the extent if relates to such changes, additions, alterations or variation.
4. Apart from the consideration amount of the unit, deposit and other charges, GST, the Allottee (s) shall pay legal charges for preparing the Agreement for Sale and Deed of Conveyance amounting to Rs. _____ only.

SCHEDULE 'D'

(Specifications, Amenities, Facilities)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.

Skirting of same as floor.

DOOR AND WINDOWS

Door frame : made of wood

Main door : polished /painted solid core flush doors

Main door fittings : Reputed make with latch & eyepiece

Internal Door : Painted flush doors with hardware fittings

Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.

Dado of ceramic tiles up to 2 feet above kitchen counter.

Stainless Steel Sink.

Exhaust fan Point.

Flooring: Anti-Skid ceramic tiles.

Electrical point for Chimney.

TOILET

Flooring: Anti-Skid ceramic tiles.

Toilet walls: Ceramic tiles on the walls.

Sanitary ware of reputed make.

CP fittings of reputed make.

Electrical point for geyser & exhaust fan.

Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.

Telephone and/or Internet wiring in living or dining area.

Electrical points in all bedrooms, living, dining, kitchen & toilets.

Modular switches and MCB of reputed brands.

DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

Modern automatic lifts of reputed brand with well decorated lift cage.

COMMON LIGHTING

Overhead illumination for compound and street lighting.

Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.

Sufficient power back up facilities.

Designer lobby with premium tiles/marble finish flooring.

STAIRCASE

Flooring Marble/Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.

CCTV surveillance in the complex.

Fire fighting systems as per recommendation of The Fire & Emergency Services, Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area will be made in the building and premise as per Fire Plan and Fire NOC .

WATER SUPPLY

24 hours water supply. KMC Drinking water connection will be in Kitchen.

GENERATOR

Provision for standby supply in every unit.

SCHEDULE 'E'
(Common Areas, Amenities & Facilities)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Common Toilet on the ground floor, (h) Durwan /Guard/Caretaker's Room, (i) Electrical Meter Room (j) Community Hall, (k) Children play ground (l) Residents' Club, if any (to be allowed to use to the Allottees who shall become the members of the Club) and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Children's Play Area
- Double Height Community Hall with open terrace.
- Indoor Games Room
- Gymnasium
- Swimming Pool
- Changing Room for swimming pool.
- Home Theatre
- Indoor Games
- Yoga & Meditation Zone
- Star Gazing
- RWH
- STP
- Elevators – 10 (Passenger lifts-7 and Service lifts -3)

- Rain Water Harvesting
- Exclusive waiting Lounge
- Solar light for common spaces.

SCHEDULE 'F'
(Devolution of Title)

1. By virtue of a registered Indenture dated 30.11.1936 one M/s. Mugneeram Bangur and Company as owner sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 1(one) Bigha 4(four) Cottahs 3 (three) Chittacks and 20(twenty) Square Feet, be the same or a little more or less, lying and situate in C.S. Dag Nos. 3 & 4, under C.S. Khatian No. 496 of Mouza – Kankulia, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, together with all rights of easement, common facilities and amenities annexed thereto, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of District Sub-Registrar at Alipore and registered in Book No. I, Volume No. 114, Page Nos. 93 to 98, Being No. 5336 for the year 1936.
2. By virtue of another registered Indenture dated 30.07.1945, the said M/s. Mugneeram Bangur and Company as owner sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 8(eight) Cottahs 8 (eight) Chittacks and 15.5(fifteen point five) Square Feet, be the same or a little more or less, lying and situate in C.S. Dag No. 2, under C.S. Khatian No. 496 of Mouza – Kankulia at and being part of Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of Sadar Joint Sub-Registrar at Alipore and registered in Book No. I, Volume No. 36, Page Nos. 255 to 260, Being No. 2054 for the year 1945.
3. In terms of allotment under a Registered Deed of Retirement of Partners dated 01.08.1945, the said Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee absolutely got and become the Owner in respect of **ALL THAT** piece and parcel of land measuring 8(eight) Bighas 4 (four) Cottahs 11 (eleven) Chittacks and 3 ½ (three and half) Square Feet, lying and situate in C.S. Dag Nos. 2 & 3, under C.S. Khatian No. 496 of Mouza – Kankulia at and being Municipal Premises No. 67, Sultan Alam Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge now Charu Market, within the then Tollygunge Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District : 24-Parganas now South 24 Parganas, together with all rights of easement, common facilities and amenities annexed thereto and other properties from M/S. Mugneeram Bangur and Company. The said retirement of Partnership was registered at the office of Sadar Joint Sub-Registrar at Alipore and registered in Book No. I, Volume No. 43, Page Nos. 1 to 45, Being No. 2140 for the year 1945.
4. While the said Charu Chandra Chatterjee was seized and possessed of interalia land measuring 4 Bighas 9 Cottahs 6 Chittacks and 22 Square Feet, (hereinafter referred to as the “***aforesaid property***”) as absolute owner thereof, died

intestate on 05.11.1945, before promulgation of Hindu Succession Act 1956, leaving behind his wife-Pankajini Chatterjee, seven sons-Devprasad Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Gouranga Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee as his heirs and after the demise of Charu Chandra Chatterjee his seven sons and wife inherited the aforesaid property according to law. It is pertinent to mention herein that Pankajini Chatterjee inherited undivided share in the aforesaid property as life interest holder.

5. After the demise of Charu Chandra Chatterjee disputes arose as to the Ownership of the aforesaid property including other properties and the business and as result a whereof one Subodh Chandra Chatterjee, one of the brothers of Charu Chandra Chatterjee as plaintiff instituted Title Suit No. 198 of 1948 before the Learned 2nd Court of Sub-Judge at Alipore for Partition of the several properties including the aforesaid properties, impleading Probodh Chandra Chatterjee, Kumud Chandra Chatterjee, both sons of Ahboy Charan Chatterjee, Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prasad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants.
6. The Plaintiff Subodh Chandra Chatterjee and the Defendant Nos. 1 & 2 Probodh Chandra Chatterjee and Kumud Chandra Chatterjee claimed that whole properties and the business including the aforesaid property were the joint family properties and Charu Chandra Chatterjee, since deceased, Subodh Chandra Chatterjee, Probodh Chandra Chatterjee, and Kumud Chandra Chatterjee had undivided 1/4th share each in it. The said Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants appeared in the suit and filed their written statement and claimed that that whole properties including the aforesaid property and the business was the self acquired property of Charu Chandra Chatterjee, since deceased.
7. The defendant Nos. 6 to 9 namely Gournga Prasad Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee were the minors and Smt. Pankojini Chatterjee for and on behalf of her minor sons, as natural guardian mother represented and appeared in the suit.
8. With the intervention of the well wishers, dear and near one of the parties, the said suit was subsequently ended in compromise on 03.09.1949 in terms of the compromise application filed in the suit.
9. On the basis of the compromise application, it was settled between the parties that the share of allotment in paragraph No. 2 in its sub-para C, being land measuring 4 (four) Bigha 9 (nine) Cottahs 6(six) Chittacks 22 (twenty two) Square Feet, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road, namely "Charu Market" Police Station: Tollygunge, District; 24 Parganas had been divided amongst the plaintiff and the defendants in Title Suit No. 198 of 1948 jointly in the following manner:-
 - a) The plaintiff Subodh Chandra Chatterjee got 1 (one) anna share containing land measuring 5 Cottahs 9 Chittacks and 18.25 Square Feet.

- b) The defendant No. 1 Probodh Chandra Chatterjee got 2 (two) anna share containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet.
- c) The defendant No. 2 Kumudh Chandra Chatterjee got 2 (two) anna share containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet.
- d) The defendant Nos. 3 to 9 - Dev Prasad Chatterjee, Satya Prasad Chatterjee, Nilamba Prasad Chatterjee, Gournga Prasad Chatterjee, Sakti Prasad Chatterjee, Pronab Prasad Chatterjee and Ram Prasad Chatterjee, got 1 (one) anna 6(six) paise share each containing total land measuring 2 Bighas 13 Cottahs 12 Chittacks and 24 Square Feet each having undivided land measuring 7 Cottahs 10 Chittacks and 42 Square Feet .
- e) The defendant No. 10 Smt. Pankajini Chatterjee got 6 (six) paise share containing land measuring 7 Cottahs 10 Chittacks and 41.75 Square Feet.
- 10.** Pankajini Chatterjee died intestate on 28.01.1982, leaving behind her seven sons Dev Prasad Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Gouranga Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee and two daughters-Anupama Banerjee and Pusparani Banerjee as her heirs and after the demise of Pankajini Chatterjee her undivided share in the property developed upon her seven sons and two daughters jointly according to law and become the Joint Owners.
- 11.** Dev Prasad Chatterjee died intestate on 29.02.2000 leaving behind his son – Prithwiraj Chattopadhyay and six married daughters – Padmini Bhattacharya, Rukmini Mukhopadhyay, Nandini Bandyopadhyay, Indrani Mukherjee, Sarbani Banerjee and Debjani Biswas (NRI) as his heirs and after the demise of Dav Prasad Chatterjee, his one son and six married daughters inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.
- 12.** Satya Prasad Chatterjee died intestate on 20.05.1978 leaving behind his wife Bina Chatterjee and two sons – Raghuraj Chatterjee and Abhiraj Chatterjee as his heirs and after the demise of Satya Prasad Chatterjee his wife and two sons inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.
- 13.** Raghuraj Chatterjee died intestate on 09.06.1982 leaving behind his wife Smt. Sukla Chatterjee and one married daughter – Smt. Saheli Mukherjee as his heirs and after the demise of Raghuraj Chatterjee his wife and married daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.
- 14.** Gouranga Prasad Chatterjee died intestate on 04.01.2013 leaving behind his one son -Deepraj Chatterjee, two married daughters- Diponi Chakrabarti and Dipanjani Banerjee as his heirs and after the demise of Gouranga Prasad Chatterjee his son and two married daughters inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners. Purnima Chatterjee, the wife of Gouranga Prasad Chatterjee predeceased on 10.01.1992.
- 15.** Sakti Prasad Chatterjee died intestate on 10.08.1988 leaving behind his wife Snehakana Chatterjee and one married daughter Smt. Irani Mitra as his heirs and after the demise of Sakti Prasad Chatterjee his wife and married daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.

- 16.** Pranab Prasad Chatterjee died intestate on 11.02.2003 leaving behind his wife Aparna Chatterjee and one married daughter Smt. Chandrani Mukherjee as his heirs and after the demise of Pranab Prasad Chatterjee his wife and married daughter inherited undivided share of the aforesaid property jointly according to law and become the Joint Owners.
- 17.** Ram Prasad Chatterjee died intestate on 21.06.2001 leaving behind his wife Swapna Chatterjee, one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly as his heirs and after the demise of Ram Prasad Chatterjee his wife, son and married daughter inherited undivided share of the aforesaid property jointly according to law and become the Joint Owners.
- 18.** Swapna Chatterjee died intestate on 28.05.2013 leaving behind her one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly as her heirs and after the demise of Swapna Chatterjee her son and married daughter inherited her undivided share in the aforesaid property and become the joint owners according to law and become the Joint Owners.
- 19.** Anupama Banerjee died intestate on 25.12.2002 leaving behind her son Anshu Nath Banerjee as her heirs and after the demise of Anupama Banerjee her son inherited undivided share of the aforesaid property according to law and become the Joint Owners.
- 20.** Anshu Nath Banerjee died intestate on 22.04.2010 leaving behind his wife Rajashree Banerjee and one daughter Smt. Deb duty Banerjee as his heirs and after the demise of Anshu Nath Banerjee his wife and daughter inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.
- 21.** Pushpa Rani Banerjee died intestate on 30.12.2002 leaving behind her son Amiya Nath Banerjee and Ashesh Nath Banerjee as her heirs and after the demise of Pushpa Rani Banerjee her sons inherited undivided share in the aforesaid property jointly according to law and become the Joint Owners.
- 22.** Ashesh Nath Banerjee died intestate on 04.06.2012 leaving behind his wife Sulekha Banerjee as his heir and after the demise of Ashesh Nath Banerjee his wife inherited undivided share in the aforesaid property according to law and become the Joint Owners.
- 23.** Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property containing land measuring 11 Cottahs 2 Chittacks and 36.5 Square Feet, be the same or a little more or less, who died testate on 12.03.1977 leaving behind a Will dated 17.03.1973. In the said Will Probodh Chandra Chatterjee appointed his son Sri Ram Prasad Chatterjee as executor to obtain probate of the Will from the competent court of law .
- 24.** After the demise of Probodh Chandra Chatterjee on 12.03.1977, an application was filed by the executor Ram Prasad Chatterjee before the Learned District Delegate at Alipore for obtaining probate of the Will dated 17.03.1973, which was registered as Act 39 (Probate) Case No.127 of 1987.
- 25.** An objection was raised in regards to genuineness of the Will and the Probate proceeding was contentious. Thereafter, the said Ram Prasad Chatterjee filed Original Suit before the Learned District Judge at Alipore, which was registered as O.S. No.1 of 1991.
- 26.** During pendency of the Suit, the eldest son of Probodh Chandra Chatterjee, namely Amarendra Nath Chatterjee died intestate on 24.12.1986 leaving behind

his wife Gouri Chatterjee, married daughter Manjushree Mukherjee and Ashok Chatterjee.

27. subsequently the said Original Suit No.1 of 1991 was transferred to the 10th Additional District Judge at Alipore and in the said Suit a compromise application was filed, wherein a decree was passed by the Learned Court and wherefrom it appeared that Probodh Chandra Chatterjee had undivided 1/8th share in respect of the aforesaid property and it has been distributed amongst the Legatees under the Will in the manner following:-
 - a. Sri Sourendra Nath Chatterjee shall get 72% of 1/8th share in the aforesaid property during his life time and after his demise his share will be devolved upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chatterjee, Subhodip Chatterjee equally.
 - b. Sri Ashok Kumar Chatterjee shall get 18% of 1/8th share in the aforesaid property.
 - c. Smt. Manjushree Mukherjee shall get 10% of 1/8th share in the aforesaid property.
28. Manjushree Mukherjee died intestate on 02.11.2010 leaving behind her son Indranil Mukherjee, who inherited undivided share in the aforesaid property after the demise of Manjushree Mukherjee and become the Joint Owners.
29. Subodh Chandra Chatterjee had undivided 1/16th share in respect of the aforesaid property. During the lifetime the Subodh Chandra Chatterjee executed a Will dated 19.04.1963 bequeathing his undivided 1/16th share in respect of the aforesaid property and other property in favour of his wife-Rakh Hari Devi in life with the restriction that she will not be able to sell, transfer and assign the property covered under the Will in favour of the Third Party. After her demise, his son Rama Prasad alias Bhola Nath Chatterjee will be entitled to get the property under the Will absolutely and forever with liberty to sell, transfer and assign to the third party. In the said Will, the said Subodh Chandra Chatterjee appointed his son-Rama Prasad alias Bholanath Chatterjee as Executor to obtain probate of the Will from the competent court of law without furnishing any security.
30. The said Subodh Chandra Chatterjee died testate on 20.10.1966.
31. After the demise of Subodh Chandra Chatterjee, the Executor Rama Prasad alias Bholanath Chatterjee applied for probate of the Will dated 19.04.1963 before the Learned District Judge Burdwan, which was registered as Will Case No. 212 of 1969. The Learned District Judge, Burdwan, granted probate of the Will on 15.07.1970 in favour of Executor Rama Prasad alias Bholanath Chatterjee. On submission of appropriate stamp duty the formal probate of the Will was granted on 16.09.1974.
32. In terms of the Will and its probate, Rakh Hari Devi got the property under the Will in life, and after the demise of Rakh Hari Devi, the said Rama Prasad alias Bholanath Chatterjee become the absolute Owner of the property covered under the Will dated 19.04.1963 left by Subodh Chandra Chatterjee.
33. Rama Prosad Chatterjee died intestate on 30.05.2012, leaving behind his wife – Ava Chatterjee, two sons – Sankar Chatterjee, Siddhartha Chatterjee and one married daughter Jayshree Senapati as his heirs, after the demise of Rama Prosad Chatterjee his wife, two sons and married daughter inherited the undivided share in the aforesaid property jointly according to law and become the Joint Owners.

34. Kumud Chandra Chatterjee died intestate on 11.02.1986 leaving behind his two sons Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee and after the demise of Kumud Chandra Chatterjee his two sons inherited the aforesaid property jointly according to law and become the Joint Owners.
35. Sudhir Kumar Chatterjee died intestate on 18.06.1993 leaving behind his wife Smt. Arati Chatterjee, one son Samprit Chatterjee and two married daughters Ambalika Pande and Monalisha Dutta as his heirs and after the demise of Sudhir Kumar Chatterjee his wife, son and two daughters inherited the aforesaid property jointly according to law and become the Joint Owners.
36. the Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road containing **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, which has since been divided into 12 (twelve) premises and known as (1) Municipal Premises No. 11, Despran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Place (East), (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89 (hereinafter referred to as the "**Entire property**").
37. The said (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee (since deceased), (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta (36) Smt. Debjani Biswas (NRI) and (37) Smt. Ambalika Pande had been owning and possessing the entire property being **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, lying and situate at and being (1) Municipal Premises No. 11, Despran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Palce (East), (11) Municipal Premises No. 50, Charu

Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89.

- 38.** The part of the entire property is occupied by the several tenants and/or occupiers. The Owners of the entire property formed an AOP namely- **S.C. CHATTERJEE AND OTHERS**, having its registered Office at 11, Deshpran Sasmal Road Post Office- Tollygunge, Police Station- Charu Market, Kolkata-700033, represented by its Authorized Signatory- (1) **SRI SUSHIL KUMAR CHATTERJEE**, son of Late Kumud Chandra Chatterjee, residing at 63, Charu Chandra Place (East), Post Office- Tollygunge, Police Station : Charu Market, Kolkata-700033 and (2) **SRI ABHIRAJ CHATTERJEE**, son of Late Satya Prasad Chatterjee, residing at 4, Pankajini Chatterjee Road, Post Office- Tollygunge, Police Station : Charu Market, Kolkata – 700033, who is administering the estate and collection of rent from the tenant and occupiers of the entire property namely “**Charu Market**” including all other acts, deeds and things for and on behalf of all the Owners.
- 39.** In the entire property, there are several tenants/ occupiers occupying part of it and the Owners (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Debjani Biswas (12) Smt. Bina Chatterjee, (13) Sri Abhiraj Chatterjee, (14) Smt. Sukla Chatterjee, (15) Smt. Saheli Mukherjee, (16) Smt. Snehakana Chatterjee, (17) Smt. Irani Mitra, (18) Smt. Aparna Chatterjee, (19) Smt. Chandrani Mukherjee, (20) Sri Ranaraj Chatterjee, (21) Smt. Priyadarshini Ganguly, (22) Smt. Rajashree Banerjee, (23) Smt. Deb duty Banerjee, (24) Sri Amiya Nath Banerjee, (25) Smt. Sulekha Banerjee, (26) Sri Sourendra Nath Chatterjee, (27) Sri Ashok Kumar Chatterjee (since deceased), (28) Sri Indranil Mukherjee, (29) Smt. Ava Chatterjee, (since deceased) (30) Sri Sankar Chatterjee, (31) Sri Siddhartha Chatterjee, (32) Sri Sushil Kumar Chatterjee, (33) Smt. Jayashree Senapati (34) Smt. Arati Chatterjee, (35) Sri Samprit Chatterjee, (36) Smt. Monalisa Dutta and (37) Smt. Ambalika Pande were desirous of developing the entire property by constructing thereupon multistoried residential building including commercial complex in several Blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation after rehabilitating existing tenants/occupiers. But due to financial stringency and/or paucity of funds and experience, the Owners were unable to start construction of the entire property and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building upon the said entire property of his/her/their/ own arrangement and expenses.
- 40.** Having come to know the intention of the aforesaid Owners, the Developer contacted them and requested to allow and develop the entire property as desired by the aforesaid Owners by constructing the proposed residential buildings including commercial complex in several blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.
- 41.** The said (1) Sri Nilambu Prasad Chatterjee, (since deceased) (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee,

(10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee (since deceased), (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta as Owners have executed and registered a Development Agreement on 07.07.2013 in respect of their share in the entire property mentioned in **SCHEDULE-“A”** therein in favour of the Promoter- Muskan Highrise Private Limited. The said Development Agreement was registered at the Office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23 Page Nos. 2194 to 2276, Being No. 05537 for the year 2013.

42. The said (1) Sri Nilambu Prasad Chatterjee (since deceased), (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25a) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee (since deceased), (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (since deceased) (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta have executed and registered a Power of Attorney on 07.07.2013 in respect of their share in the entire property mentioned in **SCHEDULE-“A”** therein in favour of the Promoter- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 23, Page Nos. 2156 to 2193 Being No. 05538 for the year 2013.

43. It is pertinent to mention herein that Municipal Premises No. 88 Sultan Alam Road, containing land measuring 1(one) Cottah 13 (thirteen) Chittacks and 35(thirty five) square feet, be the same or a little more or less has been ousted from the said entire property and 11(eleven) premises being (1) Municipal Premises No. 11, Despran Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 89, Sultan Alam Road; (6) Municipal Premises No. 90, Sultan Alam Road, (7) Municipal Premises No. 91, Sultan Alam Road; (8) Municipal Premises No. 46, Charu Chandra Place (East); (9) Municipal Premises No. 48, Charu Chandra Place (East); (10) Municipal Premises No. 50, Charu Chandra Place (East) and (11) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, were subsequently mutated and amalgamated into one premises after ratification of all formalities before the Kolkata Municipal Corporation and after amalgamation 11 Premises have since been known as Municipal Premises

No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, containing land measuring 4 (four) Bighas 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon.

44. The said Nilambu Prasad Chatterjee died intestate on 12.03.2014 leaving behind his wife- Padma Chatterjee and two sons – Shubhoraj Chatterjee and Indraraj Chatterjee, as his heirs and after the demise of Sri Nilambu Prasad Chatterjee his wife and two sons inherited his undivided share jointly in the entire property according to law and become the Joint Owners.
45. The said Smt. Ava Chatterjee died intestate on 16.10.2014 leaving behind her two sons Sri Sankar Chatterjee, Sri Siddhartha Chatterjee, and a married daughter Smt. Jayashree Senapati as her heirs and after the demise of Smt. Ava Chatterjee her two sons and married daughter inherited her undivided share in the property according to law and become the Joint Owners.
46. The said Sourendra Nath Chatterjee had undivided 72% of 1/8th share in the entire premises containing land measuring 8 Cottahs 1 Square Feet.
47. On basis of the Will dated 17.03.1973 executed by Probodh Chandra Chatterjee and its order of probate dated 23.04.1999 by the Learned 10th Additional District Judge at Alipore, and also in terms of solenama filed by the Plaintiff and the Defendants in Original Suit No. 1 of 1991, the said Sri Sourendra Nath Chatterjee got 72% of 1/8th share in the entire premises left by Probodh Chandra Chatterjee. In the Will it has been stipulated that after the demise of Sri Sourendra Nath Chatterjee, his share will be devolved upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chattopadhyay and Subhodip Chatterjee in equal share.
48. The said Sourendra Nath Chatterjee died intestate on 18.06.2016. On basis of the Will dated 17.03.1973 executed by Probodh Chandra Chatterjee and its order of probate dated 23.04.1999 by the Learned 10th Additional District Judge at Alipore, and also in terms of solenama filed by the Plaintiff and the Defendants in Original Suit No. 1 of 1991, after the demise of Sourendra Nath Chatterjee, his share in the entire premises devolved upon his four sons Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee in equal share. Thus, Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee became the owners in respect of undivided share in the entire premises.
49. Ashok Kumar Chatterjee died intestate on 05.07.2016, leaving behind his wife- Smt. Pratima Chatterjee and two sons Sri Avijit Chatterjee and Sri Joyjit Chatterjee as his heirs and after the demise of Ashok Kumar Chatterjee his wife and two sons inherited undivided share in the entire property and become the Joint Owners.
50. The said (1) Smt. Padma Chatterjee (2) Sri Shubhoraj Chatterjee, (3) Sri Indraraj Chatterjee, (4) Sri Deepraj Chatterjee, (5) Smt. Diponi Chakraborty, (6) Smt. Dipanjani Banerjee, (7) Sri Prithwiraj Chattopadhyay, (8) Smt. Padmini Bhattacharyya, (9) Smt. Rukmini Mukhapadhyay, (10) Smt. Nandini Bandyopadhyay, (11) Smt. Indrani Mukherjee, (12) Smt. Sarbani Banerjee, (13) Smt. Debjani Biswas (14) Smt. Bina Chatterjee, (15) Sri Abhiraj Chatterjee, (16) Smt. Sukla Chatterjee, (17) Smt. Saheli Mukherjee, (18) Smt. Snehakana Chatterjee, (19) Smt. Irani Mitra, (20) Smt. Aparna Chatterjee, (21) Smt. Chandrani Mukherjee, (22) Sri Ranaraj Chatterjee, (23) Smt. Priyadarshini

Ganguly, (24) Smt. Rajashree Banerjee, (25) Smt. Deb duty Banerjee, (26) Sri Amiya Nath Banerjee, (27) Smt. Sulekha Banerjee, (28) Sri Shomenath Chatterjee, (29) Subhrendu Chatterjee, (30) Abhrendu Chatterjee, (31) Subhodip Chatterjee, (32) Smt. Pratima Chatterjee, (33) Sri Avijit Chatterjee (34) Sri Joyjit Chatterjee (35) Sri Indranil Mukherjee, (36) Sri Sankar Chatterjee, (37) Sri Siddhartha Chatterjee, (38) Sri Sushil Kumar Chatterjee, (39) Smt. Jayashree Senapati (40) Smt. Arati Chatterjee, (41) Sri Sampriti Chatterjee, (42) Smt. Monalisa Dutta and (43) Smt. Ambalika Pande (hereinafter collectively referred to as the “**Owners**”) are the joint owners and owned and possessed of **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 9 (Nine) Chittacks 32 (Thirty Two) Square Feet, be the same or a little more or less, whereupon several structure and building standing thereon at and being Municipal Premises No. 11, Despran Shasmal Road, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89, District-South 24 Parganas, which has been specifically described in the **SCHEDULE “A”** hereunder and hereinafter referred to as the “**SAID PROPERTY**”.

51. The said Smt. Debjani Biswas (NRI) as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said property mentioned in **SCHEDULE-“A”** hereunder in favour of the Promoter-Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60238 to 60270, Being No. 160505949 for the year 2015.
52. The said Smt. Ambalika Pande as Owner has executed and registered a Development Agreement on 25.08.2015 in respect of her share in the said property mentioned in **SCHEDULE “A”** hereunder in favour of the Promoter - Muskan Highrise Private Limited. The said Development Agreement was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015 Page Nos. 60205 to 60237, Being No. 160505948 for the year 2015.
53. The owners have undivided share in the said premises in the following manner:-

Sl. No.	NAME	SHARE (%)
1	Smt. Padma Chatterjee	3.24
2	Sri Shubhoraj Chatterjee	3.24
3	Sri Indraraj Chatterjee	3.24
4	Sri Deepraj Chatterjee	5.83
5	Smt. Diponi Chakraborty	1.94

6	Smt. Dipanjani Banerjee	1.94
7	Sri Prithwiraj Chattopadhyay	1.39
8	Smt. Padmini Bhattacharyya	1.39
9	Smt. Rukmini Mukhapadhyay	1.39
10	Smt. Nandini Bandyopadhyay	1.39
11	Smt. Indrani Mukherjee	1.39
12	Smt. Sarbani Banerjee	1.39
13	Smt. Bina Chatterjee	3.24
14	Sri Abhiraj Chatterjee	3.24
15	Smt. Sukla Chatterjee	1.62
16	Smt. Saheli Mukherjee	1.62
17	Smt. Snehakana Chatterjee	4.86
18	Smt. Irani Mitra	4.86
19	Smt. Aparna Chatterjee	4.86
20	Smt. Chandrani Mukherjee	4.86
21	Sri Ranaraj Chatterjee	6.42
22	Smt. Priyadarshini Ganguly	3.31
23	Smt. Rajashree Banerjee	0.18
24	Smt. Debduty Banerjee	0.17
25	Sri Amiya Nath Banerjee	0.17
26	Smt. Sulekha Banerjee	0.18
27	Sri Shomenath Chatterjee,	2.25
28	Sri Subhrendu Chatterjee	2.25
29	Sri Abhrendu Chatterjee	2.25
30	Sri Subhodip Chatterjee,	2.25
31	Smt. Pratima Chatterjee	.75

32	Sri Avijit Chatterjee	.75
33	Sri Joyjit Chatterjee	.75
34	Sri Indranil Mukherjee	1.25
35	Sri Sankar Chatterjee	2.08
36	Sri Siddhartha Chatterjee	2.09
37	Smt. Jayashree Senapati	2.08
38	Sri Sushil Kumar Chatterjee	6.25
39	Smt. Arati Chatterjee	1.56
40	Sri Samprit Chatterjee	1.57
41	Smt. Monalisa Dutta	1.56
42	Smt. Debjani Biswas (NRI)	1.39
43	Smt. Ambalika Pande	1.56
	TOTAL	100

- 54.** It is pertinent to mention herein that Municipal Premises No. 88 Sultan Alam Road, containing land measuring 1(one) Cottah 13 (thirteen) Chittacks and 35(thirty five) square feet, be the same or a little more or less has been ousted from the said entire property .
- 55.** After execution of the Development Agreement on 07.07.2013, the Owners and the Promoter executed First Supplementary Agreement dated 20.09.2015, the terms and conditions mentiend therein.
- 56.** As some of the Owners died and to avoid future complications, the Owners (1) Smt. Padma Chatterjee Chatterjee (2) Sri Shubhoraj Chatterjee, (3) Sri Indraraj Chatterjee, (4) Sri Deepraj Chatterjee, (5) Smt. Diponi Chakraborty, (6) Smt. Dipanjani Banerjee, (7) Sri Prithwiraj Chattopadhyay, (8) Smt. Padmini Bhattacharyya, (9) Smt. Rukmini Mukhapadhyay, (10) Smt. Nandini Bandyopadhyay, (11) Smt. Indrani Mukherjee, (12) Smt. Sarbani Banerjee, (13) Smt. Bina Chatterjee, (14) Sri Abhiraj Chatterjee, (15) Smt. Sukla Chatterjee, (16) Smt. Saheli Mukherjee, (17) Smt. Snehakana Chatterjee, (18) Smt. Irani Mitra, (19) Smt. Aparna Chatterjee, (20) Smt. Chandrani Mukherjee, (21) Sri Ranaraj Chatterjee, (22) Smt. Priyadarshini Ganguly, (23) Smt. Rajashree Banerjee, (24) Smt. Debduty Banerjee, (25) Sri Amiya Nath Banerjee, (26) Smt. Sulekha Banerjee, (27) Sri Sourendra Nath Chatterjee (since deceased), (28) Sri Ashok Kumar Chatterjee (since deceased), (29) Sri Indranil Mukherjee, (30) Sri Sankar Chatterjee, (31) Sri Siddhartha Chatterjee, (32) Sri Sushil Kumar Chatterjee, (31) Smt. Jayashree Senapati (32)Smt. Arati Chatterjee, (33) Sri Samprit Chatterjee, and (34) Smt. Monalisa Dutta as joint owners have executed and registered a Power of Attorney on 20.09.2015 in respect of their share in the said premises mentioned in **SCHEDULE-“A”** therein in favour of the Promoter - Muskan

Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2015, Page Nos. 74160 to 74281 Being No. 160506512 for the year 2015.

57. The said Smt. Debjani Biswas (NRI) as Owner has executed Power of Attorney on 23.09.2015 in respect of her share in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Promoter - Muskan Highrise Private Limited. The said Power of Attorney was notarized by Peter Heywood Baker, Notary Public 405/7 Holloway Road, London, N7 6HG and adjudicated by the Kolkata Collector on 29.12.2015.
58. The said Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee as Owners have executed and registered a Power of Attorney on 30.06.2016 in respect of their shares which they have got from their father Sourendra Nath Chatterjee, in terms of the Development Agreement dated 07.07.2013 in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Promoter - Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. I, C.D. Volume No. 1605-2016 Page Nos. 12406 to 12432, Being No. 160500744 for the year 2016.
59. The said Shomenath Chatterjee, Subhrendu Chattopadhyay, Abhrendu Chatterjee and Subhodip Chatterjee as Owners jointly affirmed an Affidavit on 30.06.2016 before the Notary Public at Alipore, thereby affirmed that their father as one of the owners, had executed Development Agreement and Power of Attorney dated 07.07.2013 and Supplementary Agreement dated 20.09.2015 in respect of the said property and they shall abide by all the terms, conditions, covenants mentioned in the Development Agreement dated 07.07.2013 and subsequent First Supplementary Agreement dated 20.09.2015, in respect of the said premises.
60. The said Smt. Pratima Chatterjee, Sri Avijit Chatterjee and Sri Joyjit Chatterjee, wife and sons of Late Ashok Kumar Chatterjee as Owners have executed and registered a Power of Attorney on 13.02.2017 in respect of their shares which they have got from Ashok Kumar Chatterjee, in terms of the Development Agreement dated 07.07.2013 in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Promoter- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar at Alipore and entered in Book No. IV, Volume No. 1605-2017 Pages from 2168 to 2187 Being No. 131 for the year 2017.
61. The said Smt. Pratima Chatterjee, Sri Avijit Chatterjee and Sri Joyjit Chatterjee as Owners jointly affirmed an Affidavit on 13.02.2017 before the Notary Public at Alipore, thereby affirming that Ashok Kumar Chatterjee (since deceased) as one of the owners, had executed Development Agreement and Power of Attorney dated 07.07.2013 and Supplementary Agreement dated 20.09.2015 in respect of the said premises and they shall abide by all the terms, conditions, covenants mentioned in the Development Agreement dated 07.07.2013 and subsequent First Supplementary Agreement dated 20.09.2015, in respect of the said property.
62. The said Smt. Ambalika Pande as Owner has executed and registered a Power of Attorney on 24.01.2017 in respect of her share in terms of the Development Agreement dated 28.05.2015 in the said premises mentioned in **SCHEDULE-‘A’** hereunder in favour of the Developer- Muskan Highrise Private Limited. The said Power of Attorney was registered at the office of Additional District Sub Registrar

at Alipore and entered in Book No. IV, Volume No.1605-2017 Pages from 8192 to 8207 Being No. 349 for the year 2017.

- 63.** In the mean time, the Promoter has made payment of the amount to the Owners and S.C. CHATTERJEE & OTHERS (AOP) and also to the Kolkata Municipal Corporation as due tax and for benefit of all the Owners and the Developer regarding eviction of few tenants and /or occupiers from the said premises for viability of the project and out of the 12 premises, being the entire premises, one premises has been ousted and 11 Premises have been amalgamated and it has since been known as Municipal Premises No. 11, Despran Shasmal Road, Police Station: Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 89 containing land measuring 4 (four) Bigha 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less and also the Promoter has been able to get possession of the property from the tenants for which the Owners and the Promoter executed a First Supplementary Agreement dated 20.09.2015 in respect of the said property.
- 64.** The Developer in the name of the Owners obtained the following from the Competent Authority for the purpose of construction of the building.
- A. Certificate of clearance from ULC Authority dated 26.09.2016.
 - B. Certificate of clearance from Airport Authority dated 20.10.16.
 - C. Certificate of clearance from Kolkata Improvement Trust (KIT) dated 24.03.17.
 - D. Certificate of clearance from Micro Wave Department Survey Division dated 12.09.16.
 - E. Survey of Distance from nearest Airport Authority.
 - F. Fire Safety Recommendation for proposed consruction dated 05.06.2019.
- 65.** The Developer in the name of the Owners got a plan sanctioned from the Kolkata Municipal Corporation for the purpose of construction of the building being Plan No. 2019100143 dated 17.12.2019 upon the aforeiasd premises.
- 66.** The Developer incoformity with the sanction plan started construction of the building **“THE SKYLAKE”** upon **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 7 (Seven) Cottahs 3 (Three) Chittacks 13 (Thirteen) Square Feet, be the same or a little more or less, whereupon multistoried building is under construction, lying and situated at and being Municipal Premises No. 11, Despran Shasmal Road, Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto.

SCHEDULE ‘G’

(Disclosures & Acknowledgments)

1 All payments shall be made by the Allottee(s) against proper receipts by the Promoter and the Allottee(s) shall not be entitled to claim nor to set up any other evidence regarding the payment.

2 TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the

Promoter and the same shall be deposited by the Allottee(s) to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 30 (Thirty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee(s) under this agreement and the amount thereof shall be treated as outstanding.

3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee(s). The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee(s) shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Extras and Deposits from the Allottee(s).

4 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottee(s) who need the same and apply for the same with preference being given by the Promoter to those Allottee(s) who do not otherwise have parking space in the Project. The Allottee(s) agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee(s) nor to disturb the use of the allotted parking space by the concerned Allottee(s).

5 The Promoter duly explain and Allottee(s) understand and agrees that as per law the extra F.A.R. is permissible apart from areas mentioned in sanction plan and the Allottee(s) hereby grant consent and appoint the Promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the Promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Said Unit allotted to the Allottee(s) will remain unchanged.

6 The Allottee(s) acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.

8 The payment of all Other Charges and Deposits shall be made by the Allottee(s) to the Promoter before taking possession of the Said Unit and within 30 days of receiving Intimation for possession from the Promoter.

9 Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Said Unit including the interior decoration shall be done and completed by the Allottee(s) at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee(s) shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee(s) hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Said Unit.

10 The Allottee(s) shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Said Unit and/or the Common Areas).

11 The Allottee(s) admits and acknowledge that the Allottee(s) has been duly made aware of the fact that the Community hall on the 1st floor level, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner whatsoever by the Allotees or the Maintenance company or the Maintenance In-Charge to persons who are not the residents of the said premises and the same is and shall be for the use and enjoyment of the Allottee(s) / residents of the building on subject to the rules regulations and by-laws governing the same from time to time.

12 The Allottee(s) shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

13 The rights of the Allottee(s) in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits,

maintenance and other charges, contributions, and/or interest, if any.

14 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

15 In case of any amount (including maintenance charges) being due and payable by the Allottee(s) to the Promoter and/or the Maintenance In-Charge, the Allottee(s) shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

16 The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee(s) under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.

17 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee(s) and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee(s) hereby agrees.

18 Save the said Unit the Allottee(s) shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee(s) hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

19 The ownership and enjoyment of the Said Unit by the Allottee(s) shall be Subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule "G" hereto.

20 The Allottee(s) shall have no connection whatsoever with the All Allottee(s)/ buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee(s) and the other Allottee(s) (either express or implied) and the Allottee(s) shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

21 The properties and rights hereby agreed to be sold to the Allottee(s) is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee(s) shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

22 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations are required and to be transferred to the Association etc., then the Promoter and/or the Owner, as per their respective entitlements, shall be entitled to do so and the Allottee(s) shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefore and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefore, then the same shall be borne paid and discharged by the Allot Allottee(s) (including the Allottee(s) herein) proportionately and the Promoter and/or the Owner shall not be liable therefore in any manner and the Allottee(s) and the other Allottee(s) shall keep the Promoter and the Owner fully indemnified with regard thereto.

23 The Allottee(s) shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee(s) and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee(s) or the servants agents licensees or invitees of the Allottee(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee(s).

24 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and up kept by and at the costs

and expenses of the Allottee(s) thereof.

25 The Allottee(s) may only after payment of entire dues of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum 100% hereunder or at which the Said Unit is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Said Unit subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee(s) and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee(s) or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @1% mentioned in this clause in respect of the Said Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee(s) shall be payable by the Allottee(s) or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee(s) in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee(s) shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Said Unit at any time until all the amounts, charges, outgoings and dues payable by the Allottee(s) to the Promoter in respect of the Said Unit are fully paid up and a No Dues certificate is obtained by the Allottee(s) from the Promoter. It is clarified that any change in the control or ownership of the Allottee(s) (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.

26 **AREA CALCULATION:**

Carpet Area of Said Unit: The carpet area for the Said Unit or any other Apartment shall mean the net usable floor area, with area of cupboard of such Said Unit excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the apartment.

Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the.

Open Terrace Area: The net usable area of the exclusive open space attached to the Said Unit if granted to the Allottee(s).

Built-up Area: The built-up area for the Said Unit or any other apartment shall mean the Carpet Area of such Said Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Said Unit /Balcony and any other apartment /Balcony and the area covered by all other external walls, column, pillars of the such Unit/Balcony and also include 50% of the Plinth area of the attached terrace (if any) (including the area under the parapet walls, ducts, pillars, column, etc).

Proportionate Common Area: The proportionate share of the Common Areas attributable to the Said Unit is undivided 287 Square feet more or less.

Maintenance Chargeable Area: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee(s), the area shall be the sum total of the Carpet area, Balcony area and Proportionate Common Area which is 287 Square feet more or less.

27 In case the Allottee(s), with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee(s)alone.

28 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Building Complex and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Complex by way of neon-sign, hoardings, advertisement, publicity materials, digital boards, signage's, sign boards etc., and on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and to appropriate the same to their own benefit exclusively and all such rights shall be reserved unto the Promoter and the Allottee(s)or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.

29 Unless changed by the Promoter, Raj Agarwal and associates shall be the Architect for the Project.

30 The Project shall bear the name **"The Sky Lake"** or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

31 The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for all portions of the Building shall be prepared by Mr. Subhankar Sarkar, Advocate ("Project Advocate"). The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the intending purchasers of all the constructed spaces of the Building.

SCHEDULE 'H'
(House rules)

The Allottee(s) binds himself and covenants to abide by the following rules, regulations and restrictions:

1. To use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

2. That unless the right of parking is expressly granted, the Allottee(s) shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

3. In case the Allottee(s) has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

i) The Allottee(s) shall pay the Parking Facility Maintenance Charges punctually and without any delay default.

ii) The Allottee(s) shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;

iii) The Allottee(s) shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.

iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.

v) The Allottee(s) shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

vi) The Allottee(s) shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Allottee(s) may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with

the Parking Facility.

viii) Any use of the Mechanical Parking System by the Allottee(s) Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee(s) binds himself and agrees as follows: -

i) The said facilities may be used by the Allottee(s) and its family members residing at the Said Unit in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee(s) desires to avail such facilities, the Allottee(s) shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

ii) The Allottee(s) shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee(s) using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee(s) shall not hold the Promoter liable in any manner for any accident or damage while enjoying any such facilities by the Allottee(s) or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee(s) shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for use of the Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee(s) using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee(s) shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee(s) or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee(s) shall be obliged to adhere to the following:

6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from

any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee(s) to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit save that the Allottee(s) shall have the right install window/split air-conditioners at the place/s provided therefore in the said Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Said Unit in the records of appropriate authority within 06 (six) months from the date of possession.

10. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.

12. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on the Allottee(s) thereof in relation thereto.

i) The Allottee(s) thereof shall not be entitled to sell convey transfer or assign

such Open Terrace independently (i.e. independent of the Said Unit owned by such Allottee(s) in the said buildings).

ii) The Allottee(s) thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.

iii) The Allottee(s) thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.

iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

14. Not to install or keep or operate any generator in the Said Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Said Unit is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.

15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee(s) or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.

18. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee(s) there about.

20. To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.

21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.

22. To keep the Said Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.

23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.

24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.

25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.

26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.

27. To maintain at his own costs, the Said Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and

observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.

29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects. It may be installed by Promoter at the cost of the purchaser.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.

31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.

32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the Promoter.

33. Not to use the Said Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

34. To allow and permit the Promoter the following rights and authorities: -

i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/

suppliers/service provider) against applicable charges and terms and conditions there for. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35. The Allottee(s) binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee(s) shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.

ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee(s) or the Maintenance In-Charge and the same shall be paid by the Allottee(s) wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

iv) Charges for water, and other utilities consumed by the Allottee(s) and/or attributable or relatable to the Said Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.2/- (Rupees Two) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26 of Schedule "G" mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.

vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.

vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Allottee(s) shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee(s) or in the letter box earmarked for the Said Unit Provided That any amount payable by the Allottee(s) directly to any authority shall always be paid by the Allottee(s) within the stipulated due date in respect thereof and the Allottee(s) shall bear and pay the same accordingly and without any delay, demur or default.

The liability of the Allottee(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee(s) to take possession.

In the event of the Allottee(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee(s) under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee(s) hereunder, the Allottee(s) shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be

entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee(s) and his employees customers agents tenants or licensees and/or the Said Apartment.

The Allottee(s) shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee(s) and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee(s) or the servants agents licensees or invitees of the Allottee(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee(s).

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee(s) shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee(s) irrespective of whether or not the Allottee(s) uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee(s).

IN WITNESS WHEREOF the **PARTIES** hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of witnesses on this the day first above written.

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

WITNESSES:

(1) Signature:

Name:

Address:

Signature of the **OWNERS**

(2) Signature:

Name:

Address:

Signature of the **PROMOTER**

Signature of the **ALLOTEE(S)**

MEMO OF CONSIDERATION

Received from the _____ within named Purchaser the sum of Rs. _____) only as part consideration for the said Apartment.

<u>Sl. No.</u>	<u>Bank Name</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
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WITNESS

1.

SIGNATURE OF THE DEVELOPER/
PROMOTER

2.