

AGREEMENT

1 **Date:**

2 **Place:** Kolkata.

3 **Parties:**

- (1) **AJIT KUMAR DATTA** (Holder of PAN ACXPD7285K), son of Late Phakir Chandra Dutt, aged about 69 years, by faith Hindu, by occupation business, residing at Ekta Heights, Block II, Flat-5B, 56, Raja S.C. Mallick Road, P.S. Jadavpur, Post Office – Jadavpur, Kolkata-700032 (2) **MONOJIT KUMAR DUTTA** (Holder of PAN ACXPD4049D), son of Late Phakir Chandra Dutt, aged about 62 years, by

faith Hindu, by occupation business residing at 3A, P.C.Sorcar Sarani, 1st floor, P.S. Gariahat ,Post Office Ballygunge, Kolkata-700019,(3)**SRIKANTA DATTA**(Holder of PAN AFXPD3714Q), son of Late Phakir Chandra Dutt , aged about 61 years, by faith Hindu, by occupation business, residing at 3A, P.C.Sorcar Sarani, ground floor, P.S. Gariahat, Post Office- Ballygunge,. Kolkata-700019, (4)**RUDRAJIT DATTA** (Holder of PAN AEXPD1666C), son of Late Ranjit Kumar Dutta, aged about 40 years, by faith Hindu, by occupation business, residing at 80/3A,Kankulia Road,3rd floor, P.S. Gariahat,Post Office - Sarat Bose Road, Kolkata-700029 (5)**ARGHYAJIT DUTTA** (Holder of PAN AFZPD0614B), son of Late Ranjit Kumar Dutta, aged about 36 years, by faith Hindu, by occupation business, residing at 80/3A,Kankulia Road,3rd floor, P.S. Gariahat,Post Office - Sarat Bose RoadKolkata-700029 (6)**SWAPNA DUTTA** (Holder of PAN ADRPD3074B), wife of Sri Ajit Kumar Datta, aged about 64 years, by faith Hindu, by occupation business, residing at Ekta Heights, 56, Raja S.C.Mallick Road, P.S. Jadavpur,Post Office - Jadavpur Kolkata-700032, represented by their Constituted Attorneys, Palash Mazumder and Lalit Baid, hereinafter collectively referred to the as “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their respective heirs, successors, executors, administrators, successors and assigns) of the **ONE PART.**

3.1 **SKYLINE PROJECTS (PAN ABWFS3367H)**, a partnership firm having its office at 33V, Monohar Pukur Road (presently known as Satyendra Nath Majumder Sarani) Kolkata-700029, represented by its partners Palash Mazumder, aged about 44 years, son of late Bijan Bandhu Mazumder, by faith Hindu, by occupation business, residing at 27, Prantik Pally, Bl-1, Fl-3B, Kolkata -700042 and Lalit Baid, aged about 50 years, son of late Sampat Mull Baid, by faith Jain, by occupation business, residing at 117, Southern Avenue, 3rd Floor, Kolkata-700029 hereinafter referred to as **Developer/Promoter** (which expression unless to the context shall mean and include their respective heirs, future partners, assigns, nominees, executors and administrators)

AND

3.2 **Mr.** _____ (**PAN** _____), son of , aged about years, by faith Hindu, by occupation , residing at and **Mrs.** _____ (**PAN** _____), wife of, aged about years, by faith Hindu, by occupation , residing at , hereinafter collectively referred to as **Purchasers/ Allottees** (which includes successors-in-interest/ heirs, successors, executors and administrators).
Vendors/Owners, Purchaser/Allottee and Developer/Promoter collectively **Parties** and individually **Party**.

**NOW THIS AGREEMENT WITNESSES, RECORDS,
GOVERNS AND BINDS THE CONTRACTUAL
RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

4 Subject Matter of Agreement:

4.1 **Transfer of Said Flat and Appurtenances:** Terms and conditions for transfer of:

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Section”** means a section of the Act.

4.1.2 **Said Flat/Apartment :** Residential **Flat No. on the** floor, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed building named **“Skyline Profulla”** at Premises no. 3A, P.C.Sorcar Sarani, P.S.- Gariahat, Post Office - Ballygunge, Kolkata-700019 described in **Part-I** of the **1st Schedule** below (**Said Premises**).

4.1.3 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building.

- 4.1.4 **Area Calculation And Variations:** The **carpet area** of the said flat/apartment is square feet more or less corresponding to square feet built up area more or less.
- 4.1.5 **Parking Space:** The right to park one medium sized car in the Multi level Covered Car Parking Space No. in the ground floor described in **Part-II** of the **2nd Schedule** below (**Parking Space**).
- 4.1.6 **Share in Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said building as is attributable to the Said Flat (**Share in Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building. The Said Flat, , the Land Share, the Parking Space (if any) and the Share in Common Portions, collectively described in **Part-IV** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5 **Background:**

- 5.1 **Ownership and Title of Owners:** The Owners and the Developer/ Promoter have represented to the Purchaser/ Allottee that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Owners became the absolute and undisputed Owners of the Said Premises 3A, P.C. Sorcar Sarani, Kolkata - 700019 , P.S. –Gariahat, P.O. – Ballygaunge, within Ward No. 68 of The Kolkata Municipal Corporation, free from all encumbrances and the Owners are all in peaceful possession thereof. The said land is

earmarked for the purpose of building and constructing a **ground plus five (G+5)** storied building comprising of several self contained flats/commercial or business use units/ shops and the said project will be known as **Skyline Profulla**. The said flat/apartment falls in the share of the Developer/ Promoter, and hence the Developer/Promoter is entitled to receive all payments in terms of this agreement in regard there to. The Developer/ Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners and/ or the Developer/ Promoter regarding the Said Land on which the project is to be constructed have been completed.

- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said building thereon and selling the flats and other covered and open spaced thereat (**Units**), the Owners and/or the Developer/Promoter had got a building plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2016080059 dated 29/11/2016 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made / to be made thereto, if any, from time to time. The Said plan has been further revised and approved U/R – 26(2a) & (2b) of the KMC Building Rules. The Developer/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the apartment, from the Kolkata Municipal Corporation. The Developer/ 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;
- 5.3 **Registration of the Project:** The Developer/Promoter has registered the Project under the provision of the Act with the

West Bengal Housing Industry Regulatory Authority
at.....on.....under registration
no.....

- 5.4 **Scheme:** The Owners and the Developer/Promoter had formulated a scheme for sale of flats in the Said building.
- 5.5 **Application and Allotment:** The Purchaser/Allottee has applied to the Developer/Promoter for purchase of the Said Flat No..... in the..... floor having a **carpet area** ofsquare feet along with the right to park one motor car in the multi level car parking no..... in the ground floor of the building named **Skyline Profulla**, as permissible under the applicable law and along with pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act. The said flat/ apartment falls in the share of the Developer/Promoter and the Developer/Promoter has allotted the same to the Purchaser/Allottee, conditional upon the Purchaser/Allottee strictly complying with the terms hereof.
- 5.6 **Agreement to Record:** Pursuant to the aforesaid application made by the Purchaser/Allottee and the allotment made by the Developer/Promoter , this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat/Apartment And Appurtenances to the Purchaser/Allottee. 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; The Parties, replying 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;

6 Conditions Precedent:

6.1 Acceptance of Conditions Precedent: The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement.

6.1.1 Financial and Other Capacity of Purchaser: The undertaking of the Purchaser/Allottee to the Developer/Promoter and/or the Owners that the Purchaser/Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

6.1.2 Satisfaction of Purchaser/Allottee: The undertaking of the Purchaser/Allottee to the Developer/Promoter and/or the Owners that the Purchaser/Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, rights of the Developer/Promoter, all the background papers mentioned in the Devolution Of Title, the right of the Developer/Promoter to enter into this Agreement and the extent of the rights being granted in favour of the Purchaser/Allottee and the Purchaser/Allottee shall not raise any objection, whatsoever and/or howsoever, with regard thereto.

6.1.3 Parking Space Allotment: Acceptance by the Purchaser/Allottee that the Parking Space will be allotted to the Purchaser/Allottee upon completion of construction of the Common Portions by the Developer/Promoter.

6.1.4 Right Confined to Said Flat And Appurtenances: The undertaking of the Purchaser/Allottee to the Developer/Promoter and/or the Owners that the right, title and interest of the Purchaser/Allottee is confined only to the Said Flat And Appurtenances and the Developer/Promoter and/or the Owners are entitled to deal with and dispose off all other portions of the Said Property to third parties at

their sole and absolute discretion to which the Purchaser/Allottee, under no circumstances, shall be entitled to raise any objection.

6.1.5 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchaser/Allottee (**Purchaser's Covenants**) and the covenants of the Developer/Promoter and/or the Owners (**Owners and/or Developer Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Purchaser's Covenants and the Developer/Promoter and/or the Owners Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchaser's Covenants and the Developer/Promoter and/or the Owners Covenants shall be strictly performed by the Purchaser/Allottee and the Developer/Promoter and/or the Owners respectively.

7. **Commencement and Validity:**

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Purchaser/Allottee, unless terminated in the manner mentioned in this Agreement.

8. **Total Price, Payment and Extras:**

8.1 **Total Price:** The consideration for sale of the Said Flat based on a total carpet area ofsquare feet and the car parking space and Appurtenances is the amount mentioned in **Part-I** of the **6th Schedule** below (**Total Price**), which the Parties confirm and accept. The total consideration for sale of the said flat & car parking space,

and all other payments shall be made only to the Developer/Promoter alone.

8.2 **Payment of Total Price:** The Total Price shall be paid by the Purchaser/Allottee in the manner mentioned in **Part-II** of the **6th Schedule** below. The Purchaser/Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Flat and/or car parking space and/or Appurtenances till such time the Purchaser/Allottee has paid the entirety of the Total Price. The total price above includes the booking amount paid by the Purchaser/Allottee to the Developer/Promoter towards the said flat/apartment. The total price above includes Taxes (consisting of tax paid or payable by the Developer/Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/Promoter, by whatever name called) up to the date of handing over the possession of the flat/apartment to the Purchaser/Allottee and the Project to the association of the Purchaser/Allottees, as the case may be, after obtaining the completion certificate from The Kolkata Municipal Corporation.

8.2.1 **Change in Taxes Payable:** In case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/Allottee to the Developer/Promoter shall be increased/reduced based on such change/modifications. 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 Purchaser/Allottee.

8.2.2 **Proportionately:** Proportionate share towards:

- (a) **Special Amenities/Facilities:** costs and expenses for providing any special amenities/facilities in the Common Portions (save and except those described in the **3rd Schedule** below), security deposit and service charges demanded by the CESC for providing HT/LT line, common electric meter and improved specifications (if any) of construction of the Said building over and above the specifications described in the **5th Schedule** below (**Specifications**).
- (b) **Formation of Association:** costs and expenses for formation of a body of the co-Owners of the said building, which may be a syndicate, committee, body corporate, company or association or group of persons (**Association**).

8.2.3 **Wholly:** Wholly towards:

- (a) **Electricity:** costs, expenses and charges for providing electricity meter in the Said Flat.
- (b) **Stamp Duty and Registration:** costs and expenses of Stamp Duty, Registration Fees, additional/deficit Stamp Duty, additional/deficit Registration Fees, Advocate fees and other miscellaneous and incidental expenses.
- (c) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the **4th Schedule** below (**Common Expenses/Maintenance Charges**), for 6 (six) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 6 (six) months only.
- (d) **Total Price:** the said flat and the car parking space are being sold for a total lumpsum price of Rs.

(Rupees Only) plus an amount of GST calculated at the rate of 12% on the said total price, thus amounting to Rs..... (Rupees.....only). The total Price of the said flat/apartment includes recovery of price of land, construction of not only the the said flat/apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing , finishing with marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said flat/apartment and the Project as mentioned in the **5th Schedule**.

8.3 **Basis of Payment:** Payments have been agreed to be made on the basis of this indenture. The Developer/Promoter shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment demanded by the Developer/Promoter within the time and in the manner specified therein. In addition, the Developer/Promoter shall provide to the Purchaser/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;

8.4 **No escalation:** The Total Price is escalation-free, save and except increase which the Purchaser/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent and/or any increase in charges which may be levied or imposed by the competent authority from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the

Purchaser/Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Developer/Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Purchaser/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 Purchaser/Allottee.

- 8.5 **Compliance Of Laws Relating To Remittances** :The Purchaser/ Allottee, if residing 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 there under or any statutory amendments/ modification(s) made hereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Promoter with such permission, approvals which would enable the Developer/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under

the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

8.5.1 The Developer/Promoter accepts no responsibility in regard to matters specified in clause 8.5 above. The Purchaser/Allottee shall keep the Developer/Promoter and the Owners fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws, The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/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 Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

8.6 **Adjustment/Appropriation Of Payments:** The Purchaser/Allottee authorizes the Developer/Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the flat/apartment, if any, in his/her name and the Purchaser/Allottee undertakes not to object/demand/ direct the Developer/Promoter to adjust his payments in any manner.

9. **Construction and Completion of Sale:**

9.1 **Construction by the Developer/Promoter :** The Developer/Promoter shall get the said flat constructed and completed in accordance with the sanctioned plan, revised plans as sanctioned by The Kolkata Municipal Corporation or as may be recommended by the Architect, as per the Specifications described in the **5th Schedule** below as well

as the Developer/Promoter shall construct the said building as per the specifications as mentioned in the **5th Schedule** hereunder written as well as according to the provisions of all the laws and rules in this connection as has been framed and amended time to time by The Kolkata Municipal Corporation and other statutory body or bodies. It is agreed that the Developer/Promoter shall not make any additions and alternations in the sanctioned plans, layout plans, revised plans and specifications and the nature of fixtures, fittings and amenities described herein in the **3rd Schedule and 5th Schedule** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected) in respect of the said flat/apartment without the previous written consent of the Purchaser/Allotee as per the provision of the Act. However, Promoter may make such minor additions or alternations as may be required by the Purchaser/ Allotee, or such minor changes or alternations as per the provisions of the Act.

9.2 Final carpet area: The Developer/Promoter shall confirm to the final carpet area of the said flat/apartment that has been allotted to the Purchaser/Allotee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter, and if there is reduction in the carpet area, then the Developer/Promoter shall refund the excess money paid by the Purchaser/Allotee 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 Purchaser/Allotee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the said flat/apartment, allotted to the

Purchaser/Allottee, the Developer/Promoter may demand the excess amount from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in the **6th Schedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in the **6th Schedule** of this Agreement.

9.3 Rights of the Purchaser/Allottee: Subject to the payment of the entire consideration by the Purchaser/Allottee to the Developer/Promoter as mentioned in the 6th Schedule here under, the Developer/Promoter agrees and acknowledges, that the Purchaser/Allottee shall have the right to the said flat/apartment as mentioned below:

- 9.3.1 **Exclusive Ownership:** On payment of the entire consideration by the Purchaser/Allottee to the Developer/Promoter, the Purchaser/Allottee shall have exclusive ownership of the said flat/ apartment.
- 9.3.2 **Share in Common Areas:** The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas as mentioned in the **3rd Schedule** here under. Since the share of the Puchaser/Allottee in the Common Areas is undivided and cannot he divided or separated, the Puchaser/Allottee shall use the Common Areas along with other flat owners and occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Promoter shall hand over the common areas to the association of Puchasers/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- 9.3.3 **Price inclusive of all costs & charges:** That the computation of the total lumpsum price of the said flat/apartment includes recovery of price of land, construction cost of not only the said flat/apartment

but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with marbles, tiles, windows, fire detection and firefighting equipment in the common areas as mentioned in the **5th Schedule** and also includes cost for providing all other facilities, amenities and specifications to be provided within the said flat/apartment and the Project.

9.3.4 **Site Visit:** The Purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his flat/apartment.

9.3.5 The Purchaser/Allottee has paid a sum of Rs.....(Rupees..... only) as booking amount being part payment towards the Total Price of the said flat/apartment, the receipt of which the Developer/Promoter hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the said flat/apartment as prescribed in the Payment Plan as mentioned in the **6th Schedule** here under and as may be demanded by the Developer/Promoter within the time and in the manner specified therein. However, if the Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate as prescribed in the Rules.

9.4 **Single Lot** : It is made clear by the Developer/Promoter and the Purchaser/Allottee agrees that the said flat/apartment along with the multi level covered parking space 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 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 or the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the Project.

- 9.5 **No Dues:** The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the said flat/apartment to the Purchaser/Allottee, which it has collected from the Purchaser/Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, if any, and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Purchaser/Allottee or any liability, mortgage loan and interest thereon before transferring the said flat/apartment to the Purchaser/Allottee, the Developer/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 thereof by such authority or person.

- 9.6 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Purchaser/Allottee hereby consents to the variations, modifications or alterations as may be

recommended by the Architect or as sanctioned and allowed by The Kolkata Municipal Corporation.

- 9.7 **No Hindrance:** The Purchaser/Allottee shall not do any act, deed or thing whereby the construction of the said flat/apartment and Appurtenances and/or the Said building is in any way hindered or impeded.
- 9.8 **Basic Duty of Purchaser/Allottee:** The The Purchaser/Allottee shall make all payments and perform all obligations as stipulated in this Agreement and the The Purchaser/Allottee shall not in any way commit breach of the terms and conditions herein contained.
- 9.9 **Completion Time:** The Developer/Promoter agrees to handover possession of the said flat/apartment and car parking space to the Purchaser/Allottee within 31.10.2021 subject to force majeure (defined in clause 19 below) including any act of God and any other incident beyond control of the Developer/Promoter.
- 9.10 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Developer shall hand over possession of the same to the Purchaser. With regard to possession, it is clarified as follows:-
- 9.10.1 **All Payments Before Possession:** Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Developer/Promoter, within the stipulated time as mentioned in the **6th Schedule** here under written through A/C Payee cheques/

demand drafts/bankers cheques or online payment (as applicable) in favour of Skyline Projects, the Developer/Promoter herein. Before receiving possession of the said flat/apartment and car parking space and appurtenances, the Purchaser/Allottee shall pay to the Developer/Promoter all amounts due and payable towards the Total Price and Extras (if any) and taxes and the Purchaser/Allottee shall not claim possession of the said flat/apartment and car parking space and Appurtenances till the Total Price and the Extras (if any) and taxes are paid in full. It is further mentioned here that the Purchaser/Allottee should get the flat be registered executing a deed of conveyance before taking possession of the flat as per law.

9.10.2 Possession Notice and Date Of Possession:

Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, and also after completing construction of the common areas, the Developer/Promoter shall apply with the Kolkata Municipal Corporation for grant of a completion certificate. The Developer/Promoter, upon obtaining the completion certificate or the occupancy certificate from the KMC, shall serve a notice on the Purchaser/Allottee (**Possession Notice**) calling upon the Purchaser/Allottee to take possession within 60 (sixty) days from the date of the completion certificate. The Purchaser/Allottee shall be bound to take over physical possession of the Said Flat/apartment and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer/Promoter under this Agreement, failing which it shall be deemed that the Purchaser/Allottee

has taken deemed possession on the 60th day from the date of the completion certificate, only for the purpose of payment of maintenance and other charges. Actual, defacto possession shall be made over to the Purchaser/Allottee on receipt of all payments by the Developer/Promoter. The registration of the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Developer/Promoter within 3 months from the date of issue of occupancy certificate subject to the Purchaser/Allottee clearing all amounts due to the Developer/Promoter. The Developer/Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Purchaser/Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Developer/Promoter or the association of Purchasers/Allottees, as the case may be after the issuance of the completion certificate for the project by the KMC. The Developer/Promoter shall hand over a copy of the completion certificate of the Project to the Purchaser/Allottee at the time of taking possession or registration of the conveyance deed in favour of the Purchaser/Allottee whichever is earlier.

9.10.3 **Meaning of Completion:** Grant of Completion Certificate (C.C.) by the KMC shall mean and deem to mean completion for the purpose of clause 9.10.2 above. The flat/apartment shall be handed over to the Purchaser/Allottee within the date of possession mentioned in this agreement only after receiving the Completion Certificate from the Kolkata Municipal Corporation.

- 9.10.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Purchaser/Allottee shall be deemed to be completely satisfied with all aspects of the said flat/apartment And Appurtenances, including the measurement of the carpet area of the said flat/apartment.
- 9.10.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the said flat/apartment and Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) as be tentatively decided by the Developer/Promoter and proportionate share of Common Expenses/Maintenance Charges, shall become payable by the Purchaser/Allottee. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes. Upon receiving a written intimation from the Developer/Promoter as mentioned in clause 9.10.2, the Purchaser/Allottee shall take possession of the said flat/Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case the Purchaser/Allottee fails to take possession within the time as mentioned hereinabove, the Purchaser/Allottee shall continue to be liable for payment of maintenance charges and other common expenses and rates and taxes.
- 9.11 **Cancellation by the Purchaser/Allottee:** The Purchaser/Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act, provided that where the Purchaser/Allottee proposes to cancel/ withdraw from the project without any fault of the Developer/Promoter, the

Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment but not exceeding 5% (five percent) of the total consideration. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Developer/Promoter to the Purchaser/Allottee within 45 days of such cancellation.

9.11.1 **Compensation:** The Developer/Promoter shall compensate the Purchaser/Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation, provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the said flat/apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified hereinbefore; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer/Promoter shall be liable, on demand to the Purchasers/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the said flat/apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. However, if the Purchaser/Allottee does not intend to withdraw from the Project, the Developer/Promoter

shall pay the Purchaser/Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said flat/apartment which shall be paid by the Developer/Promoter to the Purchaser/Allottee within forty-five days of it becoming due.

9.12 Obligations, Representations and Warranties of the Developer/Promoter: Subject to the Purchaser/Allottee making payment of the Total Consideration in the manner as stipulated in this Agreement, the Developer/Promoter hereby agrees, represents and warrants to the Purchaser/Allottee as follows:-

- 9.12.1 To construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications and also to finish all common areas of the Project in accordance to the layouts and specifications as agreed upon.
- 9.12.2 The Owners have absolute, clear and marketable title with respect to the said Land, and the Developer/Promoter has the requisite rights and power from the Owners to carry out development work upon the said land and the Developer/Promoter is in absolute, actual, physical and legal possession of the said land to carry out the construction work for the Project;
- 9.12.3 The Developer/Promoter has further represented that it has all lawful rights and requisite approvals from the competent Authorities to carry out the development work of the Project.
- 9.12.4 The Developer/Promoter also represents that there are no encumbrances upon the said Land or the Project

and there are no litigations pending before any Court of law or Authority with respect to said Land, Project or the said flat/apartment.

- 9.12.5 The Developer/Promoter has all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the said flat/apartment and such permits are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and the said flat/apartment and all the common areas.
- 9.12.6 The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected.
- 9.12.7 The Developer/Promoter has 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 flat/apartment which will, in any manner, affect the rights of the Purchaser/Allottee under this Agreement.
- 9.12.8 The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said flat/apartment to the Purchaser/Allottee in the manner contemplated in this Agreement.
- 9.12.9 At the time of receiving the entire consideration or on execution of the conveyance deed in favour of the Purchaser/Allottee, whichever is earlier, the

Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the said flat/apartment to the Purchaser/Allottee. The Developer/Promoter shall handover the common areas to the association of the Purchaser/Allottees on completion of the Project.

9.12.10 The Developer/Promoter also represents that schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.

9.12.11 The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of the said flat/apartment along with common areas equipped with all the specifications, amenities and facilities has been handed over to the Purchaser/Allottee or the association of the Purchaser/Allottees or the competent authority, as the case may be.

9.12.12 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 and the Developer/Promoter in respect of the said Land and/or the Project.

9.13 Completion of Sale: The sale of the said flat/apartment and car parking space and Appurtenances shall be completed by execution and registration of conveyance

in favour of the Purchaser provided the Purchaser tenders in time all the amounts mentioned interalia in the **6th Schedule** hereinafter mentioned.

9.14 **Time Is Essence:** The Developer/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 flat/apartment to the Purchaser/Allottee and the common areas to the association of the Purchasers/Allottees or the competent authority, as the case may be.

10. Purchaser's/Allottee's Covenants and Covenants of the Developer/Promoter and/or the Owners:

10.1 **Purchaser's/Allottee's Covenants:** The Purchaser/Allottee covenants with the Developer/Promoter and/or the Owner [which expression includes the Association in all clauses of Clause 10 and its Sub Clauses except Sub Clause Nos. 10.1.7, 10.1.10 (I) and 10.2] and admits and accepts that :

10.1.1 The Purchaser/Allottee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, are entering into this Agreement. The Purchaser/Allottee shall neither have nor shall claim any right over any portion of the Said premises **save and except** the said flat/apartment and car parking space and Appurtenances.

10.1.2 The Purchaser/Allottee shall (1) pay the Rates & Taxes (proportionately for the Said building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Purchaser) and (2) have

mutation of the Said Flat And Appurtenances completed at the earliest.

- 10.1.3 The Purchaser/Allottee shall pay the Common Expenses/Maintenance Charges on the basis of the bills to be raised by the Developer/Promoter, such bills shall be a conclusive proof of the liability of the Purchaser/Allottee in respect thereof. The Purchaser/Allottee further admit and accept that the Purchaser/Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges.
- 10.1.4 The Purchaser/Allottee admits and accepts that the Purchaser/Allottee and other Purchaser/Allottee of Units in the Said building shall form the Owners Association and the Purchaser/Allottee shall become a member thereof. The Purchaser/Allottee shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Purchaser/Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required.
- 10.1.5 **Obligation of Purchaser/Allottee:** On and from the Date Of Possession, the Purchaser/Allottee shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said premises.
 - (b) **Observing Rules:** observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Premises.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances.

- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Owners/Developers or to the other co-Owners of the Said building. The main electric meter shall be installed only at the common meter space in the Said building. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said building, outside walls of the Said building save in the manner indicated by the Developer or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place. The service areas, common areas and parking areas, as located within the project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, under water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned/revised/completion plans. The Purchaser/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 allottees formed by the Allottees for rendering maintenance services.

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said building and (2) design and/or the colour scheme of the windows, grills, balcony and the main door of the Said Flat, without the permission in writing of the Developer or the Association (upon formation). In the event the Purchaser make the said alterations/changes, the Purchaser shall compensate the Developer / Association (as the case may be) as estimated by the Developer/ Association for restoring it to its original.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions of the Said building. The Purchaser/Allottee shall after taking possession, be solely responsible to maintain the flat/apartment at his/her own cost, in good and habitable condition and shall not do or suffer to be done anything inside the flat or to the Building, 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 flat/apartment and keep the flat/apartment, its wall and partitions, 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 structure of the building or any part thereof is not in any way damaged or jeopardized.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.

- (i) **No Changing Name:** not change/alter/modify the names of the Said building from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said building and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (m) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for use of the Common Portions.
- (n) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refused in the Common Portions **save** at the places indicated therefore.
- (o) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.
- (p) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or

dangerous articles in the Said Flat and the Parking Space, if any.

- (q) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said building **save** at the place or places provided therefore **provided that** this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Flat.
- (r) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (s) **No Installing Generator:** not install or operate any generator in the Said Flat and the Parking Space, if any.
- (t) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (u) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (v) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Purchaser/Allottee and/or family members, invitees or servants of the Purchaser/Allottee, the Purchaser shall compensate for the same.
- (w) **No Animal Slaughter:** No religious extravaganza or animal slaughter will be allowed within the common areas or anywhere in the said building as this may cause disturbance and hatred between the residents who may be of different faith and creed.

- 10.1.6 **Notification Regarding Letting:** If the Purchaser/Allottee let out or sell the Said Flat And Appurtenances, or portion thereof the Purchaser/Allottee Shall immediately notify the Owners/Developers/Association (upon formation) of the tenant's/transferee's address and telephone number.
- 10.2 **The Developer/Promoter and/or the Owners Covenant:** The Developer/Promoter and/or the Owners covenant with the Purchaser/Allottee and admits and accepts that :
- 10.2.1 **Completion of Transfer:** The transfer of the Said Flat/apartment and car parking space And Appurtenances shall be completed by the Developer/Promoter by executing conveyance in favour of the Purchaser/Allottee.
- 10.2.2 **No Creation of Encumbrances:** The Developer/Promoter and/or the Owner shall not create any charge, mortgage or lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/Allottee in respect of the said flat/apartment And Appurtenances, subject to the Purchaser/Allottee fulfilling all terms, conditions and obligations of this Agreement in time.
- 10.2.3 **Documentation for Loan:** The Developer/Promoter shall provide to the Purchaser/Allottee all available documents so that the Purchaser/Allottee may get loan from Banks and Financial Institutions.
- 10.3 **Construction Of The Project/ Apartment:**The Purchaser/Allottee has seen the proposed layout plan, sanctioned and revised plans, specifications, amenities and facilities of the said flat/apartment and accepted the floor plan, payment plan and specifications amenities and facilities as mentioned in this agreement hereinafter which has been approved by the competent authority, as

represents by the Developer/Promoter. The Developer/Promoter shall develop the project in accordance with the said sanctioned, revised and layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement. The Developer/Promoter undertakes to strictly abide by such plans approved by competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to take any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement.

11. Defaults and Termination and its Effect:

11.1 Breach by Purchaser/Allottee: The Purchaser/Allottee shall be considered under a condition of default, on the occurrence of the following events:

11.1.1 In case the Purchaser/Allottee fails to make payments for consecutive demands made by the Developer/Promoter as per the Payment Plan in the **6th Schedule**, despite having been issued notices in that regard, the Purchaser/Allottee shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate prescribed in the Rules.

11.1.2 In case the Default by the Purchaser/Allottee under the condition listed above continues for a period beyond 3(three) consecutive months after issuance of the notice by the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the flat/apartment in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the booking amount but not exceeding 5%(five percent) of the total consideration alongwith the interest liabilities and in such case, this Agreement shall thereupon stand terminated. However, the

Developer/Promoter shall intimate the Purchaser/Allottee about such termination at least 30(thirty) days prior to such termination.

11.2 **Breach by the Developer/Promoter:** Subject to the Force Majeure clause as defined hereinafter, the Developer/Promoter shall be considered under a condition of default, in the following events :

11.2.1 If the Developer/Promoter fails to provide possession of the flat/apartment in a ready to move in condition, duly completed in all respects to the Allottee within the time period specified in this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this clause, 'ready to move in condition' shall mean that the flat/apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and/or completion certificate, has been issued by the competent authority.

11.2.2 Discontinuance of the Developer's/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 there under.

11.3 In case of default by the Developer/Promoter under the conditions listed above, the Purchaser/Allottee will be entitled to the following:

11.3.1 Stop making further payments to the Developer/Promoter as demanded by the Developer/Promoter. If the Purchaser/Allottee stops making payments to the Developer/Promoter, the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee

will be required to make the next payment without any interest.

11.3.2 The Purchaser/Allottee shall have the option of terminating this Agreement in which case the Developer/Promoter shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice. However, in case where the Purchaser/Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the flat/apartment, which shall be paid by the Developer/Promoter to the Purchaser/Allottee within forty-five days of it becoming due.

11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned hereinabove, the Purchaser/Allottee shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the said flat/apartment And Appurtenances or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

12. Taxes:

12.1 **Obligation Regarding Taxes:** In the event of the Owners/Developer being made liable for payment of any new tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future after the date of this agreement, the Purchaser/Allottee shall be liable to pay all such tax, duty, levy or other liability and hereby

indemnifies and agrees to keep the Owners/Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

13. Conveyance Of The Said Flat/Apartment: The Developer/Promoter on receipt of Total Price of the flat/apartment under this Agreement from the Purchaser/Allottee, shall execute a conveyance deed and convey the title of the flat/apartment together with proportionate invisible share in the Common Areas within 3(three) months from the date of issuance of the completion certificate. However, in case the Purchaser/Allottee fails to deposit the stamp duty and/ or registration charges within the period mentioned in the notice, the Purchaser/Allottee authorizes the Developer/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges is made by the Purchaser/Allottee.

14. Maintenance of The Said Building/ Apartment/ Project: The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance till issuance of completion certificate by the KMC has been included in the total price of the flat/apartment.

15. Defect Liability:

15.1 Defect in construction: 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 Developer/Promoter in accordance to this agreement for sale is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Developer/Promoter to rectify such defects

within such time and the aggrieved Allottee shall be entitled to received appropriate compensation in the manner as provided under the Act.

16. Right To Enter The Apartment For Repairs: The Developer/Promoter/ maintenance agency/ association of allottees shall have rights of unrestricted access over all common areas, covered parking and other parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of allottees and/or maintenance agency to enter into his flat/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.

17. Compliance Of Laws, Notification Etc By Parties: The Parties are entering into this Agreement for allotment of a specific flat, being flat no. on the floor with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. Additional Constructions: The Developer/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, layout plan, sanction plan, completion plan and other specifications, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act.

19. Force Majeure:

19.1 Circumstances Of Force Majeure: The Owners / Developer shall not be held responsible for any consequences or liabilities if the Developer and/or the Owners are prevented from meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire or any other reasons or circumstances beyond the control of the Developer/Promoter

and as defined in the Act and the Rules and Regulations (collectively **Circumstances Of Force Majeure**).

19.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

20. Developer/Promoter Shall Not Mortgage Or Create A Charge: After the Developer/Promoter executes this Agreement, it shall not mortgage or create a charge on the said flat/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 Purchaser/Allottee who has taken or agreed to take such flat/apartment.

21. Miscellaneous:

21.1 **Indian Law:** This Agreement shall be subject to Indian Laws. 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.

21.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

21.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

21.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or

unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be effected thereby and each provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to pursue to their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

21.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

21.6 **Right of Possession:**The right of possession of the Purchaser in respect of the Said Flat And Appurtenances shall arise only upon the Purchaser fulfilling all obligations as are contained in this Agreement.

21.7 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.

21.8 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Purchaser and another by the Developer.

- 21.9 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 21.10 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 21.11 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 21.12 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
- 21.13 **Binding Effect:** Forwarding this Agreement to the Purchaser/ Allottee by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned

Sub-Registrar as and when intimated by the Developer/Promoter. If the Purchaser/Allottee fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/ or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever. Once the entire amount is returned by the Developer/Promoter to the Purchaser/Allottee, the Purchaser shall have no claim of any nature against the Developer/Promoter and shall not have any right, title and interest in the said flat/apartment or in any part of the said project.

21.14 **Provisions Of This Agreement Applicable On Allottee/ Subsequent Allottees:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the flat/apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Allottee of the flat/apartment, in case of a transfer, as the said obligations go along with the flat/apartment for all intents and purposes.

22. Waiver Not A Limitation To Enforce:

22.1 The Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this

Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan [**6th Schedule**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Developer/Promoter in the case of one Purchaser/Allottee shall not be constructed to be a precedent and/ or binding on the Developer/Promoter to exercise such discretion in the case of other Purchasers/Allottees.

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

23. Severability: If any provision of this agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made there under 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 the Act or the Rules and Regulations made hereunder 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.

24. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement: Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchasers/Allottees in Project, the same shall be the proportion which the carpet area of the flat/apartment bears to the total carpet area of all the flats/apartments in the Project.

25. Further Assurances:

25.1 Both Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other

actions, in addition 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.

25.2 Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/Allottee in respect of the flat/apartment, prior to the execution and registration of this agreement for sale for such flat/apartment, shall not be construed to limit the rights and interest of the Purchaser/Allottee under the agreement for sale or under the Act or the Rules and the Regulations made thereunder.

26. Place of Execution: The execution of this Agreement shall be completed only upon its execution by the Developer/Promoter through its authorized signatory at the Developer's/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Purchaser/Allottee, in Kolkata. After the Agreement is duly executed by the Purchaser/Allottee and the Developer/Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the sub-Register at Alipore, 24 Parganas (South), Kolkata.

27. Notice:

27.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

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

28. Dispute Resolution:

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

28.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said building / Said Premises without first referring the matter of arbitration and till the Sole Arbitrator has given his direction/award.

29 Jurisdictions:

In connection with the aforesaid arbitration proceeding, only the Courts at Calcutta shall have exclusive jurisdiction to entertain any try all actions and proceedings.

30. Rules of interpretation:

30.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

30.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in constructing the provisions of this Agreement.

- 30.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or Plan is a reference to a Schedule or Plan to this Agreement.
- 30.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other part of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 30.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 30.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 30.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

31. Payments By The Purchaser:

Time for payment of any or all amounts by the Purchaser shall be the essence of this agreement.

1st Schedule

Part-I (Said Premises)

ALL THAT the piece and parcel of land measuring an area of 9 (Nine) Cottahs, 2 (Two) Chittaks 38 (Thirty Eight) Square Feet be the same a little more or less which includes the common passage for free egress and ingress for laying drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage being Plot No.76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old premises no. 15, Gariahat Road being part of Holding No.3 Sub Division K, Division V, Dihi Panchanna Gram, District 24 Parganas Police Station - Gariahat, Kolkata - 700019, Sub-Registry Office at Sealdah together with two storied building standing thereon lying situate at and being Premises Nos. 3B/1A, 3E/ 1A, .3A, 3B, 3C, 3D, 3E, and 3F, Ekdalia Road now known as P.C. Sorcar Sarani, Kolkata – 700019 and bounded as follows:-

On the North – By public road (50 feet wide) P.C. Sorcar Sarani

On the South – By rest portion of 3A & 3F P.C. Sorcar Sarani presently premises No 16 Lila Roy Sarani (Gariahat Road)

On the East – By premises No.5, P.C. Sorcar Sarani

On the West – By premises No.1, P.C. Sorcar Sarani

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

Part-II
(Devolution Of Title)

WHEREAS Profulla Kumar Dutt, son of Late Sashadhar Dutt on 10th February, 1938 purchased from the Calcutta Improvement Trust, ALL THAT the land measuring an area of 15 (Fifteen) Cottahs 1(One) Chittak 13 (Thirteen) Square Feet be the same a little more or less being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old Premises No.15,Gariahat Road,being a part of Holding No.3', Sub-Division - K, Division - V, Dihi Panchanna Gram, District : 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah. The said Deed was registered in the office of Sub-Registrar at Sealdah on 8th March, 1938 and recorded in Book No. I, Volume No.20 at Pages 122 to 124 Being No.827 for the year 1938, The said Profulla Kumar Dutt got his name mutated and was

in actual physical possession of the said land by paying taxes to the concerned authorities of the Government.

AND WHEREAS after purchase of the aforesaid property the said Profulla Kumar Dutt constructed a two storied brick built house thereon lying situate and had been mutated being Premises No. 3, Ekdalia Road, Kolkata - 700019 and was enjoying the same along with his family members.

AND WHEREAS the said property was differentiated into different premises i.e. 3A, 3B, 3C, 3D, 3E and 3F of the Corporation of Calcutta with effect from 4th Quarter (January-March) 1941-1942 but the said Profulla Kumar Dutt remained the sole owner of the said different premises.

AND WHEREAS the said Profulla Kumar Dutt had allotted and bequeathed the said different premises to his next of kins by executing various Gift Deeds and Trust Deeds.

AND WHEREAS said Profulla Kumar Dutt on 09.02.1971 gifted, transferred and conveyed in favour of his daughter Ms. Karunamoyee Dutta, wife of Mr. Phakir Chandra Dutt, ALL THAT the land measuring an area of 1 (One) Cottah 22 (Twenty Two) Square Feet more or less being a portion of 3B and 3E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3E, Ekdalia Road, now known as P.C. Sorcar Sarani, Police Station - Ballygunge now Gariahat, Kolkata - 700019, District - 24 Parganas now

South 24-Parganas along with all easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage and open space. The said Deed of Gift was registered in the Sub Registration office at Alipore, 24-Parganas and recorded in Book No.I, Volume No, 38 at Pages 33 to 40, Being No. 491 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta, who accepted the said gift and took de jure and de facto possession there of.

AND WHEREAS on 17.04.1971 the said Profulla Kumar Dutt further gifted, transferred and conveyed to his daughter Ms. Karunamoyee Dutta of ALL THAT the land measuring an area of 1 (One) Cottah 1 (One) Chittak 10 (Ten) Square Feet being a portion of 3B and 3E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3B, Ekdalia Road, now known as P.C. Sorcar Sarani along with easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage.. The said Deed was registered in the office of District Sub Registrar at Alipore and recorded in Book No.I, Volume No.4 at Pages 224 to 231 Being No. 1331 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms.

Karunamoyee Dutta who accepted the said gift and took de jure and de facto possession thereof.

AND WHEREAS on 27.03.1984 said Profulla Kumar Dutt by a Deed of Settlement in respect of ALL THAT the land measuring an area of 3 (Three) Cottahs 13 (Thirteen) Chittacks 5 (Five) Square Feet be the same little more or less together with portion of building partly two storied and partly three storied standing thereon lying situate at and being Premises No.3A, Ekdalia Road now known as P.C Sorcar Sarani appointed his son-in-law Sri Phakir Chandra Dutt, son of Late Gosto Behari Dutta, as the Trustee of the said Deed of Settlement and transferred the said land in favour of said Mr. Phakir Chandra Dutt till his lifetime and upon the death of said Phakir Chandra Dutt the aforesaid property at Premises No. 3A, Ekdalia Road now known as 3A, P.C. Sorcar Sarani was to devolve upon the ultimate beneficiary Mr. Ajit Kumar Datta, along with all easement rights to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage and open space. The said Deed was registered on 28th March, 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 121 (X), Pages 91 to 98, Being No. 4380, for the year 1984.

AND WHEREAS the said Profulla Kumar Dutt on 27.03.1984 executed a Deed of Settlement in respect of ALL THAT the land measuring an area of 04 (Four) Cottahs 14 (Fourteen)

Chittacks 06 (Six) Square Feet be the same a little more or less comprised in Part of Holding No.3 Sub-Division - K, Division - V Dihi Panchannagram, District : 24-Parganas, Sub-Registry Office at Sealdah being a portion of Plot No.76 of the Surplus land of the Calcutta Improvement Scheme No. XV(C) formed out of portion of Old Premises No. 15, Gariahat Road, together with portion of building standing thereon lying situate at and being Premises Nos. 3B, 3C, 3D and 3E, Ekdalia Road now known as P.C Sorcar Sarani, appointing Ms. Karunamoyee Dutta as the sole Trustee of the said Trust and transferred the aforesaid property in favour of said Ms. Karunamoyee Dutta as a Trustee thereof and on her death the said property was to devolve upon his grandsons namely Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta in equal shares along with all easement right to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage. The said Deed was registered on 28th March, 1984 in the office of District Sub- Registrar at Alipore and recorded in Book No. I, Volume No. 121(X) at Pages 99 to ' 105, Being No. 4381 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta who had accepted the said Trusteeship.

AND WHEREAS the said Ms. Karunamoyee Dutta died on 21.04.2007 and Phakir Chandra Dutt died on 02.02.1998

and in terms of the Deed of settlement the said Premises No. 3B, 3C, 3D and 3E P. C. Sorcar Sarani devolved upon said Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta jointly and each of them became the Owner having undivided 1/4th (one Fourth) share each therein.

AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving his two sons namely Rudrajit Datta and Arghyajit Dutta and none else and his wife Alpana Dutta pre-deceased him on 17.07.2007 and as such they inherited his 1/4th (one fourth) undivided share jointly.

AND WHEREAS the said Premises 3B, 3C, 3D and 3E is owned by Mr. Ajit Kumar Datta, Mr. Monojit Kumar Dutta, Mr. Srikanta Datta, Mr. Rudrajit Datta and Arghyajit Dutta jointly.

AND WHEREAS on 27.03.1984 the said Profulla Kumar Dutt gifted, transferred and conveyed to his grandson Sri Ajit Kumar Datta, son of Sri Phakir Chandra Dutt ALL THAT the land measuring an area of 2 (Two) Cottahs 2(Two) Chittacks 20 (Twenty) Square Feet together with one storied building standing thereon lying situate at and being Premises No.3F, Ekdalia Road, now known as P.C Sorcar Sarani. The said Deed was registered on 28th March. 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 121 (X), Pages 106 to 110, Being No. 4382 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Sri Ajit Kumar

Datta along with easement right to use common passage and open space for free egress and ingress for laying drain, pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage.

AND WHEREAS Ms. Karunamoyee Dutta by Gift Deeds dated 09.02.1971 & 17.04.1971 became the owner of ALL THAT the land measuring an area of 2 (Two) Cottahs 1 (One) Chittack 32 (Thirty Two) Square Feet more or less lying situate at and being Premises respectively No. 3E/1A and 3B/ 1A, Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS Mr. Ajit Kumar Datta by virtue of the said two Deeds both dated 28th March, 1984 became the sole owner of 7 (seven) Cottahs 3 (three) Chittaks 4 (four) Square Feet more or less together with partly three storied and partly one storied building lying situate at and being Premises No. 3A and 3F Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS on 05.08.1993 the said Ms. Karunarnoyee Dutta, wife of Phakir Chandra Dutt executed a Deed of Family Settlement appointing herself as sole Trustee and transferred **ALL THAT** the land measuring an area of 01 (One) Cottah 03 (Three) Chittacks 03 (Three) Square Feet together with two storied building standing lying situate at a portion of Premises No.3E/1A, Ekdalia Road, now -known as P.C Sorcar Sarani, and upon the death of said Ms. Karunarnoyee Dutta the aforesaid property was to devolve

upon Sri Ranjit Kumar Dutta (since deceased) and upon Ms.Swapna Dutta wife of Mr. Ajit Kumar Datta jointly having equal share. The said Deed was registered in the office of Additional District Sub-Registrar and recorded in Book No.I, Volume No.98, Pages 212 to 222 Being No.3581 for the year 1993.

AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving behind his two sons namely Rudrajit Datta and Arghyajit Dutta as his heirs and none else according to the Hindu Succession Act 1956 since his wife Alpana Dutta pre-deceased him on 17.07.2007 and as such they have inherited the undivided half share of Late Ranjit Kumar Dutta jointly in the said Premises No 3E/1A, P.C. Sorcar Sarani, Kolkata 700019.

AND WHEREAS at present Swapna Dutta, Rudrajit Datta and Arghyajit Dutta are joint Owners of the Premises No. 3E/1A, P. C. Sorcar Sarani.

AND WHEREAS the said Ms. Karunamoyee Dutta executed a Deed of Family Settlement on 5th August, 1993 of the Premises No. 3B/ 1A, P. C. Sorcar Sarani, Kolkata - 700019 containing an area of more or less 14 (Fourteen) Chittacks 29 (Twenty Nine) Square Feet together with a two storied building thereon and she appointed herself as the First Trustee and her husband Phakir Chandra Dutt as second Trustee. The said Deed was duly registered at the office of

Additional District Sub-Registrar at Alipore, District -24 Parganas and recorded in Book No. I, Volume No. 98, Pages 223 to 233, Being No. 3582, for the year 1993.

AND WHEREAS in terms of the said Deed of Family Settlement after the death of the said Phakir Chandra Dutt and Karunamoyee Dutta the First Floor of the said property was devolved upon Mr. Monojit Kumar Dutta and the Ground Floor was devolved upon Mr. Srikanta Datta and as such they are now sole and absolute Owners of their respective floors.

AND WHEREAS as aforesaid the said Profulla Kumar Dutt during his life time had, by way of several deeds of gifts and/or family settlement dealt with, in total 12 (Twelve) Cottahs 15 (Fifteen) Chittacks 18 (Eighteen) Square Feet of land out of the entire land comprising premises No. 3A, 3B, 3C, 3D, 3E and 3F P.C. Sorcar Sarani, Kolkata - 700019, Police Station - Gariahat, out of the entire land measuring an area of 15 (Fifteen) Cottahs 1 (One) Chittack 13 (Thirteen) Square Feet be the same a little more or less being original Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old Premises No. 15, Gariahat Road comprised in Holding No.3 Sub Division K, Division V Dihi Panchanna Gram, District 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah Kolkata – 700019.

AND WHEREAS thus the remaining 2(Two) Cottah 1 (One) Chittack 40(Forty) Square Feet of land, be the same a little more or less, being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C), formed out of a portion of old Premises No. 15, Gariahat Road being part of Holding No. 3 Sub Division K, Division V, Dihi Panchanna Gram, District : 24-Parganas, Police Station - Ballygunge, Sub-Registry Office at Sealdah, is lying as a common open space and passage, created for better use and enjoyment of easement right and for free egress and ingress for laying drain pipes filtered and unfiltered water pipes and electric cable underneath the said common passage lying situate at and being Premises Nos. 3B/1A, 3E/ 1A, .3A, 3B, 3C, 3D, 3E, and 3F P.C. Sorcar Sarani, Kolkata - 700019, which is common amongst the aforesaid owners.

AND WHEREAS on 23rd March, 2012 the said Mr. Ajit Kumar Datta executing a Deed of Conveyance sold out , transferred and conveyed a major portion of his property being Premises No. 3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019, remaining unsold area measuring more or less **1 (One) Chittack 5 (Five)** Square Feet containing Premises No.3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019 and as such at present owns solely and absolutely Premises No. 3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019 .

AND WHEREAS the above named parties of First Part thus owned the said Premises No. 3B/1A, 3E/ 1A, .3A, 3B,

3C, 3D, 3E, and 3F, P.C. Sorcar Sarani, containing a total area of more or less 9 (Nine) Cottahs 2 (Two) Chittacks 38 (Thirty Eight) Square Feet together with old dilapidated two storied building standing thereon. **WHEREAS** in the premises aforesaid, the owners became the sole and absolute owners of and or well and sufficiently entitled to the premises nos. 3A, 3B, 3C, 3D, 3E, 3F, 3B/ 1A and 3E /1A P.C. Sorcar Sarani, P.S. Gariahat, Kolkata-700019. The said properties were contiguous and upon amalgamation would form one seamless plot of land.

AND WHEREAS with a view to developing the said several premises and commercially exploiting the same, the owners being the parties of the first part got the same amalgamated and consequently a seamless plot measuring around 9(Nine) cottah 2(Two) chittak and 38(Thirty Eight) sq. ft. was formed and numbered as premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata-700019 more fully and particularly described in Schedule-A hereunder written (hereinafter referred to as the “said property”).

AND WHEREAS for the purpose of amalgamation the following deeds were executed by and between the owners, as detailed hereinbelow :-

- a) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta, Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta as Donors and Swapna Dutta as Donee registered with the District Sub-Registrar-I ,South 24 Parganas,recorded in Book No. I, Volume No. 1601-2015, pages 58978 to 59012, Being No. 160104187 for the year 2015.
- b) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta as Donor and Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta and Swapna Dutta as Donees registered with the District Sub-Registrar-I , South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59013 to 59047, Being No. 160104188 for the year 2015.
- c) Gift Deed dated 14th October, 2015 executed between Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as Donors and Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta as Donees registered with the District Sub-Registrar-I , South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59048 to 59084, Being No. 160104189 for the year 2015.
- d) Gift Deed dated 14th October, 2015 executed between Monojit Kumar Dutta and Srikanta Datta as Donors and Ajit Kumar Datta,Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as

Donee registered with the District Sub-Registrar-I recorded in Book No. I, Volume No. 1601-2015, pages 59085 to 59121, Being No. 160104190 for the year 2015.

AND WHEREAS in view of the aforesaid the owners thus have become the joint owners of the new premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata-700019 measuring 9(Nine) cottahs 2(Two) chittaks and 38(Thirty Eight) sq. ft. with structure thereon more fully and particularly described in Schedule-A hereunder.

AND WHEREAS on 9th May, 2016, the owners entered in to a Development agreement with Skyline Projects, on the terms and conditions mentioned therein, empowering the said M/s Skyline Projects to develop the said property as per their share in respect of the aforesaid property. The said Development agreement was subsequently registered in the office of the D.S.R. I, South 24 Parganas and recorded in Book No. I, Volume No.1601-2016, pages from 46086 to 46139, being no.160101593 for the year 2016. The Owners also executed a power of attorney on 11th May, 2016 registered in the office of D.S.R.-I, South 24 Parganas and recorded in Book no I, Volume no.1601-2016, at Pages from 47415 to 47454 being no.160101628 for the year 2016 in favour of Sri Palash Mazumder and Sri Lalit Baid, both partners of Skyline Projects, empowering them to do the acts and deeds mentioned therein.

AND WHEREAS in terms of the said Development Agreement dated 9th May,2016, the Said flat and the said car parking space fall in the Developers allocations and that they are free to deal therewith.

2nd Schedule

Part-I (Said Flat)

Residential Flat No.... on the floor, having **carpet area** sq. ft. approximately comprised in the Said building named **Skyline Profulla**, delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part-II (Parking Space)

The right to park one medium size car in the Multi level Car Parking Space No..... in the ground floor of the said building named **Skyline Profulla**, delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part-III (Said Flat And Appurtenances) [Subject Matter of Sale]

The Said Flat, being the flat described in **Part-I** of the **2nd Schedule** above.

The right to park in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said

Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat.

The share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

3rd Schedule (Common Portions)

Common Portions as are common between the co-Owners of the Said building.

- Lobbies, staircases and landings of the Said building.
- Stair head room and electric meter space of the Said building.
- Lift machine room, chute and lift well of the Said building.
- Common installations on the roof above the top floor of the Said building.
- Common staff toilet in the ground floor of the Said building.
- Ultimate/top roof above the top floor of the Said building.
- Overhead water tank, water pipes and sewerage pipes of the Said building (save those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the Said building (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the

Units in the Said building and Common Portions within or attributable to the Said building.

- Lift and lift machinery of the Said building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.

4th Schedule
(Common Expenses/Maintenance Charges)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions of the said building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the

Common Portions of the said building, including lifts, generator, changeover switches, EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions of the Said Building.

7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the said building save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

5th Schedule (Specifications)

Superstructure:

- RCC structure.

Walls:

- Plaster of Paris (interior)
- Attractive external finish.

Windows:

- Aluminium windows with grill.

Doors:

- Flush doors with accessories.

Kitchen:

- Tile flooring with Granite platform and stainless steel sink.
- Ceramic tiles dado (upto 2 feet above platform)

Toilets:

- Concealed pipeline using standard materials.
- Ceramic sanitary ware with C. P. fittings of standard brands.
- Tile flooring and ceramics tiles on walls.

Flooring:

- Tile Flooring in living room and all bedrooms.
- Tile in all Common Portions.
- Tile flooring in bed rooms.

Electricals:

- Concealed copper wiring with sufficient light and power points.
- TV/telephone/AC points in living room and all bed rooms.

Water Supply and Sewerage System:

- 24 hours water supply.
- Sewerage/Drainage system from the Said building to the main sewerage system.

Lift

- One lift of 5 passengers capacity.

6th Schedule
Part-I
(Total Price)

The consideration for sale of Said Flat And Appurtenances is
Rs..... (Rupees..... only)

Part-II
(Payment Schedule)

The Total Price shall be paid by the Purchaser in the following
manner:

- | | |
|---|--------------------------------|
| 1. At or before the execution hereof | 10% of the total consideration |
| 2. After completion of plinth level
Construction | 20% of the total consideration |
| 3. Upon completion of 1 st roof casting | 8% of the total consideration |
| 4. Upon completion of 2 nd roof casting | 8% of the total consideration |
| 5. Upon completion of 3 rd roof casting | 8% of the total consideration |
| 6. Upon completion of 4 th roof casting | 8% of the total Consideration |
| 7. Upon completion of 5 th roof casting | 8% of the total consideration |
| 8. Upon completion of inside plaster
of the flat | 10% of the total consideration |
| 9. Upon Completion of flooring of the flat | 10% of the total consideration |
| 10. On delivery of possession of the Said flat | 10% of the total consideration |

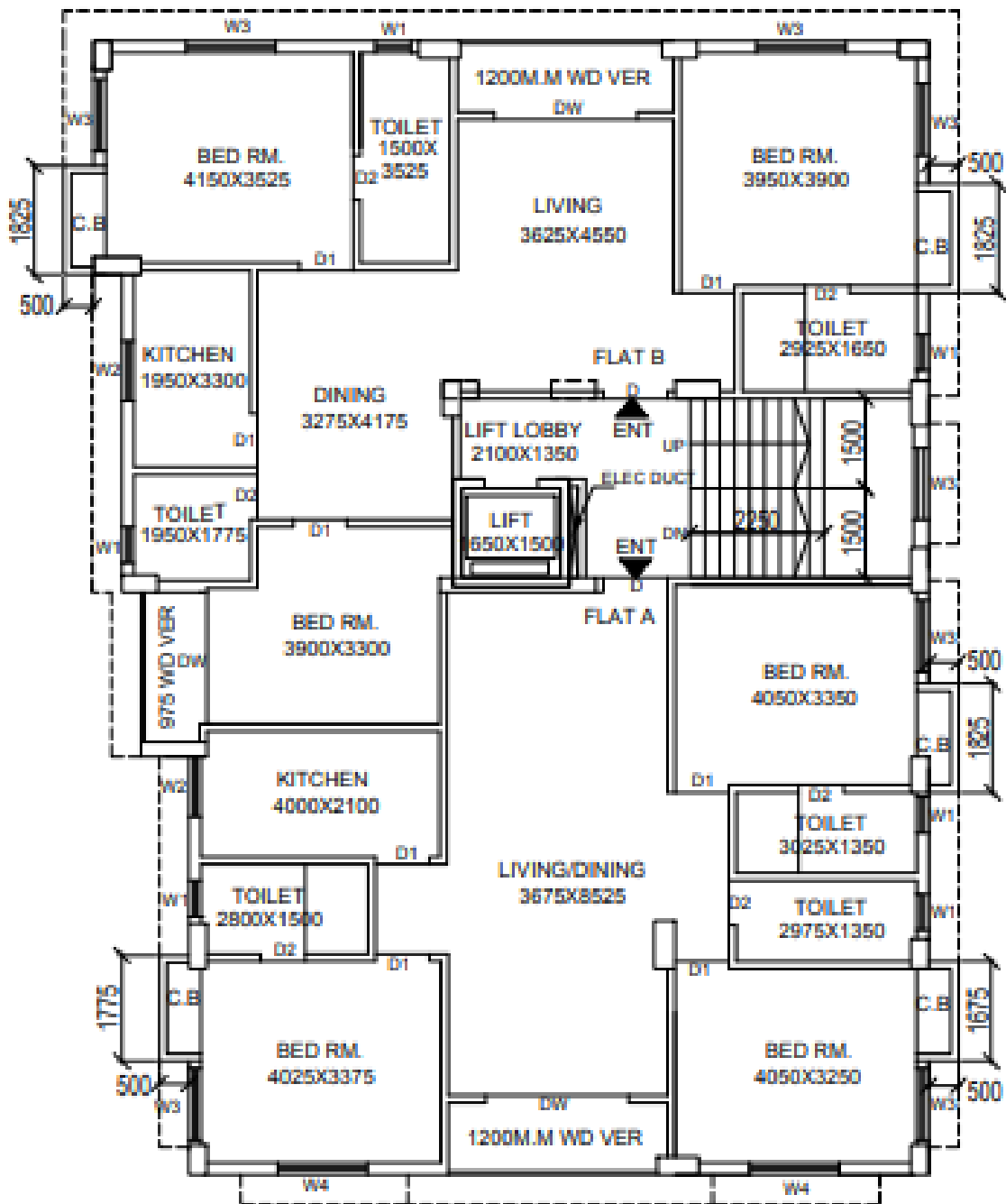
In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Witnesses:

(Owners)

(Developer)

(Purchaser)



FOURTH FLOOR PLAN