

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made made this day of
.....Two Thousand and Twenty-..... –

BETWEEN

Harsuit Bawer

(1) **SMT. MANJU KARATI**, wife of Late Anil Kumar Karati, having PAN:, Aadhar No., by religion Hindu, by Occupation Retired Person, by Nationality Indian, Residing at, Police Station:, Post Office:, Kolkata - (2) **SMT. APARAJITA MAITRA (ALIAS APARAJITA KARATI)**, daughter of Late Anil Kumar Karati, having OCI Number:....., by religion Hindu, by Occupation: Service, Residence at:, at present residing at, Police Station:, Post Office:, Kolkata - (3) **SMT. PARAMITA KARATI**, daughter of Late Anil Kumar Karati, having PAN:, Aadhar No., by religion Hindu, by Occupation: Business, by Nationality Indian, residing at, Police Station: Rabindra Sarobar, Post Office:, Kolkata -, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators legal representatives and assigns) of the **ONE PART:** The Owners have been represented by **SKYVIEW VERDANT PROJECTS LLP**, (PAN-), an LLP in-corporate under Limited Liability Partnership Act 2008, having its registered office at 78A Raja Basanta Roy Road, 1 Floor, Kolkata- 700029, and Police Station: Tollygunge, Post Office- Sarat Bose Road, duly authorized and represented by its Partner (1) **MR. HARSHIT BAHETI** (PAN-), son of Kamal Kishore Baheti, (AADHAR NO.), having office at, Post Office-

Harshit Baheti

....., Police Station-, Kolkata- (2) **MR. KARAN AGARWALA** (PAN) son of Mr. Manish Agarwala (AADHAR NO.....) having office at, Post Office-, Police Station-, Kolkata- vide Development Power of Attorney dated: 09.10.2025, by registered in the office of the District Sub-Registrar – II at South 24-Parganas recorded in Book No I, Volume No 1602-2025 Pages from 649525 to 649563 being No 160214343 for the year 2025.

AND

SKYVIEW VERDANT PROJECTS LLP, (PAN-), an LLP in-corporate under Limited Liability Partnership Act 2008, having its registered office at 78A Raja Basanta Roy Road, Police Station: Tollygunge, Post Office- Sarat Bose Road, 1st Floor, Kolkata- 700029, duly authorized and represented by its Partner (1) **MR. HARSHIT BAHETI** (PAN-) son of Kamal Kishore Baheti, (AADHAR NO.), having office at, Post Office-, Police Station-, Kolkata- (2) **MR. KARAN AGARWALA** (PAN) son of Mr. Manish Agarwala (AADHAR NO.....) having office at, Post Office-, Police Station-, Kolkata- and hereinafter called and referred to as the "**DEVELOPER**" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the **SECOND PART**

AND

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

DEFINITIONS:

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016
- d) "**Section**" means a Section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of land ALL THAT

the partly three-storied building, and partly four-storied building, each floor measuring an area of 2200 square feet more or less, and partly four-storied building, the fourth floor measuring an area of 800 square feet more or less, together with the piece or parcel of rent-free land thereunto belonging, on which or on part whereof the said structure is erected and built, containing by measurement an area of 5 (Five) Cottahs, 5 (Five) Chittacks and 44 (Forty-four) Square Feet, be the same a little more or less, being C.I.T. Scheme No. XLVIII, formed out of portions of old Premises Nos. 29A and 29B, Lake View Road, and 23, Monoharpukur 1st Lane, and comprised in Holding Nos. 206 and 200, Sub-Division and Division VI, Dihi Panchannagram, and being the premises originally known as Premises No. 112, Lansdowne Extension (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata - 700 029, within Ward No. 90 of the Kolkata Municipal Corporation along with right of common user and facilities and amenities attached thereto together with all easement right, title, interest, profit attached thereto.

B. The Owners entered into an Agreement for Development on 9th October 2025 with the Developer herein. The said deed was registered in the office of the District Sub-Registrar- II at South 24-Parganas, recorded in Book No. 1, Volume no 1602-2025, Pages 649479 to 649524, Being No 160214320 for the year 2025.

C. The Owners also appointed the Developer as the constituted attorney to act on their behalf and the Power of Attorney was duly registered on 09.10.2025 recorded in Book No I, Volume No 1602-2025, Pages from 649525 to 649563 being No 160214343 for the year 2025 before the District Sub-Registrar - II South 24-Parganas under the certain terms and conditions as contained in the said Agreement empowering inter alia to sign and execute different Agreements for Sale, Deed of Conveyance/s in respect of different units to the intending purchaser and/or purchaser/s thereof on their behalf. (Development Agreement and Power of Attorney) for the development of residential projects on the Said Property.

D. To develop and construct the Said building, the Owners have got the approval of building plans from the Kolkata Municipal Corporation, vide B.P no. 2026080027 dated 24th June'2026 for construction of the Said Project (Sanctioned Plan), which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time.

E. The Owners and the Developer with an intention for the development of a multi-storied project upon the Said Property fully described in Part – I of the 1st Schedule hereunder, comprising that the project consists of **Residential Apartments & Shops**, covered/open parking spaces and common areas, intended to be constructed in the complex, named as “Verdant Upvan”.

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

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

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

I. The Purchaser has approached the Developer for allotment of a unit in the Said Project, and accordingly has been allotted **ALL THAT Flat No.....**, having carpet area of square feet built-up area of square feet and Maintenance Chargeable area of square feet, be the same a little more or less on the side along with Covered/Open Car Parking Space being No. (particularly shown and delineated in the RED colour border in the map or plan attached hereto) in the ground floor of the Building (Garage), as permissible under applicable law with the **undivided proportionate share in the project land** as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the Unit more particularly described in Part – I of the 2nd Schedule and the floor plan is annexed hereto), more fully mentioned in Part – I of the 2nd Schedule hereto to be

developed under the Specifications as mentioned in Part – II of the 2nd Schedule hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use (Project Common Areas, Amenities and Facilities, more fully mentioned in 4th Schedule hereto).

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

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

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

M. By the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Unit and the garage (if applicable) as specified in para J.

N. NOW THEREFORE, in consideration of the mutual

representations, covenants, assurances, promises, and agreements contained herein and other good and valuable consideration, the parties agree as follows:

O. TERMS:

- a. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit.
- b. The Price for the Unit is Rs./- (Rupees only), and Rs./- (Rupees only) for Covered/open car Parking Space, thus totalling to Rs./- (Rupees only). The Total Price is Exclusive of Goods and Service Tax (GST) & others Utility Charges. The breakup of Utility Charges is given below:
- c. In addition to the aforesaid Total Price, the following charges shall be paid at actual /or as mentioned by the Promoter as per the payment schedule:

.....

Notes:

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

The above-mentioned advance common area maintenance shall be received by the Promoter on behalf of the Association/Facility Management Company and transferred by the Promoter to the association

of the unit owners upon its formation subject to the provisions of Clause 12 hereunder.

Explanation:

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

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

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

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

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

acts/rules/notifications together with dates from which such taxes/levies, etc. have been imposed or become effective.

The Total Price of said Unit includes recovery of the price of land, cost of construction of [not only the said Unit but also] the Project Common Areas, internal development charges, taxes, cost of providing electrical wiring, electrical connectivity to the said Unit, lift, water line and plumbing, floor/wall tiles, doors, windows in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.1 above and includes the cost for providing all other facilities, amenities, and specifications to be provided within the said Unit and the Project.

The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for an increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority which shall include the extension of registration, if any, granted

to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser.

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

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fittings, and amenities described herein (which shall conform with the advertisement, prospectus, etc. based on which sale is affected) in respect of the said Unit or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act.

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

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

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

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

The Purchaser shall have exclusive ownership of the said Unit;

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

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

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

It is made clear by the Developer and the Purchaser agrees that the Unit along with the garage (as specified in para J) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the Said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except

for integration of infrastructure for the benefit of all the Allottee. It is clarified that all the Common Areas, Amenities, and Facilities of the Project shall be available only for the use and enjoyment of the Allottee of the said Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottee, which it has collected from the Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions (if any), which are related to the Project. If the Developer fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage loan, and interest thereon before transferring the Unit to the Purchaser, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person

The Purchaser has paid a sum of Rs./- (Rupees only) inclusive GST (Booking Amount) as booking amount being part payment towards the Total Price of the said Unit at the time of application, the receipt of which the Developer hereby acknowledges, and the Purchaser hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan as may

be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest as prescribed in the rules.

2. **MODE OF PAYMENT:**

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

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

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

would enable the Developer to fulfill its obligations under this Agreement. Any refund, or transfer of security, if provided shall be in terms of or per the provisions of the Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- b) The Developer accepts no responsibility regarding matters specified in para 3.a above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

4. TIME IS ESSENCE:

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

5. CONSTRUCTION OF THE PROJECT/UNIT:

The Purchaser has seen and accepted the proposed layout plan of the Unit and also the floor plan, payment plan, and the specifications, amenities, and facilities of the said Unit/Project as mentioned in the SCHEDULES hereto which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project by the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the

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

6. POSSESSION OF THE UNIT:

Schedule for possession of the said Unit – The Developer agrees and understands that timely delivery of possession of the Unit to the Purchaser and the Common Areas to the Association of the Purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities, and facilities of the Project in place within (POSSESSION DATE) with a 6 (six) 6-month grace period to obtain statutory compliance including Completion Certificate unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of project (Force Majeure). If however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Unit.

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

at the time of conveyance of the Unit in favour of the Purchaser.

Failure of Purchaser to take possession of Unit – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession).

Possession by the Purchaser – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Unit Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.

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

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

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

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

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified or due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/it in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due;

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

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- i. The Developer and/or Owners hereby represent and warrant to the Purchaser as follows:
 - a. The Owners have absolute, clear, and marketable title to the said property and the requisite rights to carry out development upon the

said property and absolute, actual, physical, and legal possession of the Project.

- b. The Developer has lawful rights and requisite approvals from the competent authorities to carry out the development of the said Phase of the Project.
- c. There are no encumbrances upon the said Land, and/or the Project
- d. No litigations are pending before any court of law or authority concerning the said Land/Project or the Unit.
- e. All approvals, licenses, and permits issued by the competent authorities for the Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws about the Project, Project Land, buildings and units, and the Common Areas.
- f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may be prejudicially affected.
- g. The Developer has not entered into any additional agreement for sale and/or development agreement or any other agreement/arrangement with any person or party to the said Property/Unit, which will, in any manner, affect the rights of Allottee under this Agreement.

- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- i. At the time of execution of the Conveyance Deed, the Developer shall hand lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas, Amenities, and Facilities of the Project to the Association of Allottee or the competent authority, as the case may be, after the completion of the Project.
- j. The said Unit is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title or claim over the said Unit.
- k. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, whatsoever, payable concerning the said Project to the competent authorities till the completion certificate of the said Project has been issued and possession of unit or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be.
- l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or

notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project Land.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest, or;

b) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser to the Developer, under any head whatsoever towards the purchase of the Unit, along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice.

c) Provided that where a Purchaser does not intend to withdraw from the Project or terminate the Agreement, he/she/they shall be paid by the Developer, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Purchaser within 45 (forty-five) days of it becoming due.

III. The Purchaser shall be considered under a condition of default, on the occurrence of the following events:

a) In case the Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment plan annexed hereto, despite having been issued a notice in that regard that the

Purchaser shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- b) In case the Purchaser fails to make payment of demands as and when raised by the Developer as per the Payment Plan, of any amount due and payable by the Purchaser under this Agreement (including his/her/its proportionate share of taxes, levies, and other outgoings) despite having been issued notice in that regard. It is further clarified that reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for this clause. In such event the Allottee shall be liable to pay to the Developer, interest at the rate of Prime Lending Rate of the State Bank of India plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Purchaser.
- c) In case of default by the Purchaser under the condition listed above continues for a period beyond 45 (forty-five) days after notice from the Developer in this regard, the Developer may terminate the agreement of the Unit in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and/or taxes and the interest liabilities and this Agreement shall thereupon stand terminated;
- d) Provided that the Developer shall intimate to the Purchaser about such termination at least 30 (thirty) days before such termination.

- e) Without prejudice to the right of the Developer to charge interest in terms of Clause as above, in case of default by the Purchaser under Clause above continues for a period beyond 2 (two) consecutive months, even after several reminders from the side of the Developer for rectification of default, in this regard, the Developer, at its own option, may cancel the allotment of the Unit in favour of the Purchaser and terminate this Agreement and refund the money paid to the Developer by the Purchaser after deducting the booking amount out of the Total Price and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated. PROVIDED HOWEVER that the Developer at least 30 days before such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Purchaser about its decision to cancel the allotment.
- f) On and from the date of refund of the amount as mentioned in Clauses above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Purchaser and the Purchaser shall have no right, title and/or interest on the said Unit, the Project and/or the Said Property or any part or portion thereof, and the Purchaser shall further not be entitled to claim any charge on the said Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties. For the avoidance of doubt, it is

hereby clarified that the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Purchaser under the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Purchaser (save as provided in this Agreement) or loss in transit.

9. CONVEYANCE OF THE SAID UNIT:

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

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

- a. The Developer shall be responsible for providing and maintaining essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchaser upon the

issuance of the completion certificate or such other certificate by whatever name is issued by the competent authority of the Project.

- b. The cost of such maintenance from the date of the Purchaser taking over physical possession and/or from the Possession Date (as mentioned above whichever is earlier, is payable by the Purchaser for the Unit proportionately as per the rates to be calculated per square feet basis (of the carpet area of the Unit) and/or in the manner as provided in this Agreement and/or as may be so decided by the Developer and/or the Association of Purchaser, as the case may be.

11.FORMATION OF ASSOCIATION:

- a. The Developer shall, upon issuance of the by Applicable Laws, call upon the respective unit owners to form an association ("ASSOCIATION"), and it shall be incumbent upon the Purchaser to join the Association as a member and for this purpose also from time-to-time sign and execute the application for registration and/ or membership and the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but

not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further, the Purchaser agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

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

Association thereafter the process of registration shall be initiated and completed by the Association itself and the Developer's function shall be to provide the necessary documents as may be required for submission to the competent authority. All costs related to the formation of the Association shall be borne by the Purchaser proportionately.

12.DEFECT LIABILITY:

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

The Developer will not be liable to rectify any defect occurring under the following circumstances:

- I. If there are changes, modifications, or alterations in plumbing pipes and fittings and fixtures or changes of wall or floor tiles after the Purchaser takes over possession of the Unit, the Promoter will not take any responsibility for waterproofing, cracks, or any defect in

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

reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

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

Allottee and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, intending to set right any defect.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

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

14.USAGE:

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

15. GENERAL COMPLIANCE CONCERNING THE UNIT

The Purchaser shall, after taking possession, be solely responsible for maintaining the Unit at his/her own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the Building, or the Unit, 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe, and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures, and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material advertisement material, etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load-bearing wall of the Unit. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchaser and/or maintenance agency appointed by the Association of Purchaser. The Purchaser shall be

responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASERS

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

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act. The Developer can construct an additional floor if the building law permits and obtains sanction for the said additional floor from the concerned authority

19.DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. UNIT OWNERSHIP ACT

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

21.BINDING EFFECT

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

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties with the said unit/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASERS / SUBSEQUENT PURCHASER

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

25. WAIVER IS NOT A LIMITATION TO ENFORCE

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

Harshit Bawli

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

26. SEVERABILITY

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

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

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

Harshit Baheti

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

All notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served

if sent to the Purchaser or the Developer by Registered Post at their respective addresses specified below:

Name of Purchasers:

(PAN:....., Aadhaar No.)

Address.....

.....

Name of the Developer: SKYVIEW VERDANT PROJECTS LLP,

(PAN-), an LLP in-corporate under Limited Liability

Partnership Act 2008, having its registered office at 78A Raja Basanta Roy

Road, Police Station: Tollygunge, Post Office- Sarat Bose Road, 1st Floor,

Kolkata- 700029 duly authorized and represented by its designated Partner

(1) **MR. HARSHIT BAHETI** (PAN-) son of Kamal

Kishore Baheti, (AADHAR NO.), having office at

....., Post

Office-, Police Station-, Kolkata- 700 107 (2) **MR.**

KARAN AGARWALA (PAN) son of Mr. Manish Agarwala

(AADHAR NO.....) having office at

....., Post Office-, Police Station-
....., Kolkata-

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

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

31. JOINT PURCHASER

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

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

higher (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

- The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.
- The Allottee shall pay a legal fee of Rs. 15000/- (Rupees Fifteen Thousand Only) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
- Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

33. GOVERNING LAW

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

34. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or about the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the partly three-storied building, and partly four-storied building, each floor measuring an area of 2200 square feet more or less, and partly four-storied building, the fourth floor measuring an area of 800 square feet more or less, together with the piece or parcel of rent-free land thereunto belonging, on which or on part whereof the said structure is erected and built, containing by measurement an area of 5 (Five) Cottahs, 5 (Five) Chittacks and 44 (Forty-four) Square Feet, be the same a little more or less, being C.I.T. Scheme No. XLVIII, formed out of portions of old Premises Nos. 29A and 29B, Lake View Road, and 23, Monoharpukur

1st Lane, and comprised in Holding Nos. 206 and 200, Sub-Division and Division VI, Dihi Panchannagram, and being the premises originally known as Premises No. 112, Lansdowne Extension (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata – 700 029, within Ward No. 90 of the Kolkata Municipal Corporation with all easementary rights attached thereto butted and bounded in the following manner :

ON THE NORTH : Plot No.342, C.I.T. Scheme No. XVB;

ON THE EAST : Plot No.115, C.I.T. Scheme No. XLVII;

ON THE SOUTH : Plot No.113 and 114 of C.I.T. Scheme No. XLVII and

ON THE WEST : 40'feet C.I.T. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

DEVOLUTION OF TITLE

WHEREAS by an Indenture of Conveyance bearing date the 5th day of May, 1941, and made between the **Trustees for the Improvement of Calcutta**, therein referred to as the **VENDOR**, of the One Part, and **Sri Kuber Chandra Banerjee**, therein referred to as the **Purchaser**, of the Other Part, and duly registered in the Office of the Sub-Registrar at Alipore in Book No. I, Volume No. 80, at Pages 159 to 161, Being No. 3470 for the Year 1941, **ALL THAT** piece and parcel of land,

hereditaments and premises being **Plot No. 112** of the surplus land comprised in **Calcutta Improvement Scheme No. XLVII**, formed out of a portion of the old premises being Nos. 29A and 29B, Lake View Road, and No. 23, Monoharpukur First Lane, and fully described in the Schedule thereunder written, was, for the consideration therein mentioned, granted, sold, conveyed, transferred, and assured by the said Vendor unto and to the use of the said Sri Kuber Chandra Banerjee, his heirs, executors, administrators and assigns absolutely and forever, but nevertheless subject to and with the benefit of the terms, conditions, stipulations, restrictions, covenants, and provisions contained or referred to therein and subject further to the Deed of Security hereinafter more particularly mentioned.

AND WHEREAS by a Deed of Security bearing date the 5th day of May, 1941, and made between the said Sri Kuber Chandra Banerjee, therein described as the **Owner**, of the One Part, and the said Trustees for the Improvement of Calcutta, therein described as "**The Board**", of the Other Part, and duly registered in the Office of the Sub-Registrar at Alipore in Book No. I, Volume No. 60, at Pages 81 to 86, Being No. 1957 for the Year 1941, the said land, hereditaments and premises mentioned and referred to in the Schedule to the said Indenture of Conveyance dated the

5th day of May, 1941, and more particularly set out in the Schedule to the said Deed of Security, were expressly charged, secured, and made subject to the payment of a portion of the unpaid balance of the consideration money agreed to be paid by the said Sri Kuber Chandra Banerjea to the said Board under and by virtue of the said hereinbefore recited Indenture of Conveyance, together with interest and all other sums, charges, and payments as in the said Deed of Security mentioned and provided.

AND WHEREAS the entire amount secured by the said part recited Deed of Security dated 5th May, 1941, was duly paid by the said Kuber Chandra Banerjee to the Trustees for the Improvement of Calcutta with all interest due thereon by instalments and last of such instalments was paid on 23rd September, 1942, and upon such payment the charge created under the said Deed of Security was redeemed and the said Deed of Security was returned by the Trustees for the Improvement of Calcutta to the said Kuber Chandra Banerjea.

AND WHEREAS the said Sri Kuber Chandra Banerjee, after having purchased and acquired the said land, hereditaments and premises as aforesaid, did, out of his own funds and resources and at his own cost and expense, cause to be erected, constructed, and completed thereon a

substantial building, being a structure partly of three storeys and partly of four storeys, together with all appurtenances, easements, rights, privileges, and conveniences thereto belonging or usually held, used, occupied, or enjoyed therewith, and the said Sri Kuber Chandra Banerjee continued to remain seized and possessed of and otherwise well and sufficiently entitled to the said land with the building and structures standing thereon as the absolute owner thereof.

AND WHEREAS by a Deed of Settlement dated the 25th day of May, 1956, and made between the said Sri Kuber Chandra Banerjee, therein described as the **Settlor**, of the One Part, and the said Sri Kuber Chandra Banerjee, Sri Asoke Kumar Banerjee, Sri Sankardas Banerjee, Sm. Santa Banerjee, and Sm. Pusparenu Banerjee, therein referred to as the **Beneficiaries**, of the Other Part, and duly registered in the Office of the Sadar Sub-Registrar of Alipore in Book No. I, Volume No. 83, at Pages 35 to 41, Being No. 4174 for the Year 1956, the said Sri Kuber Chandra Banerjee, for the consideration therein mentioned, did thereby, **inter alia**, transfer, convey, and assign unto the said Sri Asoke Kumar Banerjee, Sri Sankardas Banerjee, and Sm. Santa Banerjee **ALL THAT** his right, title, and interest in respect of the ground floor together with the land, the

first floor, and the **second floor** respectively of the building comprised in the said premises being **No. 112, Lansdowne Extension (P-112, C.I.T. Scheme No. XLVII) (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace))**, together with all rights, liberties, easements, and benefits appertaining or belonging thereto, but **subject nevertheless to the right of residence** reserved in favour of the said Sri Kuber Chandra Banerjea and Sm. Pusparenu Banerjea.

AND WHEREAS by a Deed of Conveyance dated 5th May, 1959 and made between Sm. Santa Banerjea of the One Part there- in referred to as the Vendor and the said Sm. Pusparenu Banerjee of the Other Part and therein referred to as the Purchaser and registered by the Sadar Sub-Registrar Alipore, in Book No. I, Volume No. 82, Pages 65 to 67 being No. 4377 for the year 1959 for the consideration therein mentioned transferred and conveyed in favour of the said Sm. Pusparenu Banerjea all that the right, title and interest of the said Sm. Santa Banerjea of the said premises No. 112, Lansdowne Extension (P-112, C.I.T. Scheme No. XLVII) (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace)) under and by virtue of the said Deed of Settlement dated 23rd May, 1956

AND WHEREAS by a Deed of Conveyance dated the 13th day of December, 1961, and made between *Sm.* Pusparenu Banerjee, Sri Asoke Kumar Banerjee, and Sri Sankardas Banerjee, therein referred to as the **Vendors**, of the One Part, and the said Sri Kuber Chandra Banerjea, therein referred to as the **Releasor and Confirming Party**, of the Second Part, and Sri Siti Bhusan Dutt, son of late Dr. Santi Bhusan Dutt, therein referred to as the **Purchaser**, of the Other Part, and duly registered in the Office of the Registrar of Calcutta in Book No. I, Volume No. 144, at Pages 175 to 188, Being No. 6006 for the Year 1961, **ALL THAT** the partly three and partly four-storied **messuage, building, or dwelling house**, together with the piece or parcel of **revenue-free land thereunto belonging**, and whereon or on part of which the same is erected and built, containing by measurement **5 cottahs, 5 chittacks, and 44 square feet**, more or less, and being **Premises No. 112, Lansdowne Extension (P-112, C.I.T. Scheme No. XLVII) (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace))**, within the Municipal limits of the Corporation of Calcutta, and fully described in the Schedule hereto written, **was, for the consideration therein mentioned, sold, conveyed, released, and confirmed** unto and to the use of the said *Sri Siti*

Bhusan Dutt, his heirs, executors, administrators, and assigns, **absolutely and forever**,

AND WHEREAS Sri Siti Bhusan Dutt, son of late Dr. Santi Bhusan Dutt, as the absolute owner and Vendor, **sold, transferred, and conveyed** unto Sri Anil Kumar Karati and Sri Sunil Kumar Karati, both sons of late Monohar Karati, jointly, as Purchasers, a partly three-storied and partly four-storied **building**, together with the land on which it stands, being situated at **P-112, Lansdowne Extension (P-112 C.I.T. Scheme No. XLVII), Calcutta (now known as P-112 Hemanta Mukhopadhyay Sarani (Lake Terrace))**, more fully described in **Schedule-A** hereto, for the consideration set forth in the deed, **by means of a Registered Deed of Conveyance**, executed by Sri Siti Bhusan Dutt, residing at 12, Earle Street, Calcutta – 700026, and duly registered in the Office of the Sub-Registrar, Alipore, in **Book No. I, Volume No. 12, at Pages 284 to 292, Sl. No. 1116, for the Year 1975**.

AND WHEREAS by mutual agreement and decision of both the brothers, namely Sri Anil Kumar Karati and Sri Sunil Kumar Karati, the joint purchasers of the premises as aforesaid, it has been mutually agreed and acknowledged that the **upper two floors** of the said building shall be

exclusively **owned, held, and enjoyed** by Sri Anil Kumar Karati, and the **lower two floors** of the said building, namely the **ground floor and first floor**, shall be exclusively **owned, held, and enjoyed** by Sri Sunil Kumar Karati, subject always to the rights, easements, and appurtenances attached thereto, and in such manner that both brothers may freely exercise their respective rights and ownership over their allotted portions of the said building and premises.

AND WHEREAS on or about the 11th day of October, 1996, the said Sri **Sunil Kumar Karati**, son of Late Monohar Karati , **did sell, transfer and convey** unto Smt. Aparajita Maitra, daughter of Late Anil Kumar Karati, **ALL THAT the entire Ground Floor Flat, measuring an area of 2200 square feet**, more or less, together with undivided, impartible and proportionate share in the land underneath the said building, and together also with the right to use, in common with the other co-owners and occupiers, the common areas, passages, entrance, staircase, open spaces, and all other common facilities and amenities of the said premises, situate at and being **Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Police Station: Rabindra Sarobar, Post Office: Sarat**

Bose Road, Kolkata – 700 029, within Ward No. 90 of the Kolkata Municipal Corporation.

AND WHEREAS the said Deed of Conveyance was duly registered in the Office of the Additional Registrar of Assurances, Kolkata, recorded in **Book No. 1, Volume No. 4, Pages 209 to 218, being No. 38 for the year 1997.**

AND WHEREAS on or about the 11th day of October, 1996, the said **Sri Sunil Kumar Karati**, son of Late Monohar Karati, **did sell, transfer and convey unto SMT. PARAMITA KARATI**, daughter of Late Anil Kumar Karati **ALL THAT the entire First Floor Flat, measuring an area of 2200 square feet, more or less, together with undivided, impartible and proportionate share in the land underneath the said building, and together also with the right to use, in common with the other co-owners and occupiers, the common areas, passages, entrance, staircase, open spaces, and all other common facilities and amenities of the said premises, situate at and being Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata – 700 029, within Ward No. 90 of the Kolkata Municipal Corporation.**

AND WHEREAS the said Deed of Conveyance was duly registered in the Office of the Additional Registrar of Assurances, Kolkata, recorded in **Book No. I, Volume No. 4, Pages 199 to 208, being No. 37 for the year 1997.**

AND WHEREAS Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Kolkata, stands in the joint names of Sri Anil Kumar Karati (Assessee No. 11090070092), Smt. Paramita Karati (Assessee No. 110900704938), Smt. Aparajita Maitra, daughter of Late Anil Kumar Karati (Assessee No. 110900704940), and Smt. Manju Karati, wife of Late Anil Kumar Karati.

AND WHEREAS the said **Anil Kumar Karati** died intestate on or about **22nd April, 2018**, leaving him surviving his wife **Smt. Manju Karati** and his two daughters, namely **Smt. Paramita Karati** and **Smt. Aparajita Maitra**, as his only legal heirs and representatives.

AND WHEREAS upon the death of the said Anil Kumar Karati, all his right, title, interest and ownership in respect of the **Second and Third Floors of Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace), Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata – 700 029, within Ward No. 90 of the Kolkata**

Municipal Corporation, devolved by the laws of inheritance upon his wife Smt. Manju Karati and her two daughters, namely Smt. Paramita Karati and Smt. Aparajita Maitra.

AND WHEREAS, prior to the proposed development of the said premises, the Municipal Assessment Records stood separately, whereby the **Ground Floor** was recorded under a separate Municipal Assessee exclusively in the name of **Smt. Aparajita Maitra (alias Aparajita Karati)**, the **First Floor** was recorded under a separate Municipal Assessee exclusively in the name of **Smt. Paramita Karati**, whereas the **Third Floor** was jointly assessed in the names of **Smt. Manju Karati, Smt. Aparajita Maitra (alias Aparajita Karati) and Smt. Paramita Karati**, being the sole legal heirs of **Late Anil Kumar Karati**. Since the Owners intended to undertake comprehensive redevelopment of the entire premises, it became necessary to consolidate the ownership and obtain **one single Municipal Assessment** in the joint names of all the Owners.

AND WHEREAS, accordingly, **Smt. Aparajita Maitra (alias Aparajita Karati)** executed a registered **Deed of Gift** dated **03rd December, 2025**, being **Deed No. I-16918 of 2025**, in favour of **Smt. Manju Karati and Smt. Paramita Karati**, and **Smt. Paramita Karati** executed another

registered **Deed of Gift** dated 03rd December, 2025, being Deed No. **I-16913 of 2025**, in favour of **Smt. Manju Karati and Smt. Aparajita Maitra (alias Aparajita Karati)**, both registered in the Office of the **District Sub-Registrar-II, Alipore, South 24-Parganas**, whereby the ownership of the Ground Floor and the First Floor was suitably reconstituted and consolidated amongst the co-owners, while the ownership of the Third Floor continued to remain jointly vested in all the three Owners.

AND WHEREAS, pursuant to the aforesaid registered Deeds of Gift, the **Kolkata Municipal Corporation**, by granting mutation/amalgamation, recorded the entire premises under **Municipal Assessee No. 110900700921** in the joint names of **Smt. Manju Karati, Smt. Aparajita Maitra (alias Aparajita Karati) and Smt. Paramita Karati**, thereby creating a **single Municipal Assessee** in respect of the entire premises for the purpose of redevelopment and all statutory approvals.

AND WHEREAS at present the said Smt. Manju Karati and her two daughters, namely Smt. Paramita Karati and Smt. Aparajita Maitra, are the joint owners of **ALL THAT** the partly three-storied building, each floor measuring an area of 2200 square feet more or less, and partly four-storied

building, the fourth floor measuring an area of 800 square feet more or less, together with the piece or parcel of rent-free land thereunto belonging, on which or on part whereof the said structure is erected and built, containing by measurement an area of 5 (Five) Cottahs, 5 (Five) Chittacks and 44 (Forty-four) Square Feet, be the same a little more or less, being C.I.T. Scheme No. XLVIII, formed out of portions of old Premises Nos. 29A and 29B, Lake View Road, and 23, Monoharpukur 1st Lane, and comprised in Holding Nos. 206 and 200, Sub-Division and Division VI, Dihi Panchannagram, and being the premises originally known as Premises No. 112, Lansdowne Extension (now known as Premises No. P-112, Hemanta Mukhopadhyay Sarani (Lake Terrace)), Police Station: Rabindra Sarobar, Post Office: Sarat Bose Road, Kolkata – 700 029, within Ward No. 90 of the Kolkata Municipal Corporation with all easementary rights attached thereto morefully and particularly described in the First Schedule hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT the Flat No., having carpet area of square feet built-up area of square feet and Maintenance Chargeable area of

square feet, be the same a little more or less on the side along with Covered/Open Car Parking Space being No. on the ground floor. More fully reflected and attached in the plan attached herewith marked with red borders.

THE FOURTH SCHEDULE ABOVE REFERRED TO

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SCHEDULE REFERS TO THE SPECIFICATION

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

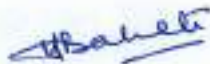
W. Sahet

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

SIGNED, SELAED & DELIVERED

in presence of :

1.


MR. HARSHIT BAHETI
Designated Partner of
SKYVIEW VERDANT PROJECTS LLP
As Constituted Attorney for
SMT. MANJU KARATI
SMT. APARAJITA MAITRA
SMT. PARAMITA KARATI

OWNERS

SKYVIEW VERDANT PROJECTS LLP


Designated Partner / Authorised Signatory

DEVELOPER

2.

PURCHASERS