

**ANNEXURE 'A'**

**AGREEMENT FOR SALE**

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

**By and Between**

(1) **PARAMITA MUKHERJEE** (PAN. AXAPM3771H, AADHAAR NO. 895942418708 ), wife of Late Supriyo Mukherjee, aged about 60 years, by faith Hindu, by occupation Housewife, residing at 38, Jubilee Park, P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge, Kolkata- 700033 , (2) **SOHINI MUKHERJEE SETT** (PAN.AWTPM4480F, AADHAAR NO. 215460766355 ), wife of Surajit Sett , daughter of Late Supriyo Mukherjee, aged about 37 years, by faith Hindu, by occupation Chartered Accountant, presently residing at 62, Penny Crescent Glasgow, Lanakshire, G43,IDR, Scotland and also having her residence at 90, Raja Dinendra Street, P. S.- Maniktala, P.O.- Sahitya Parishad, Kolkata- 700006, represented by her mother and constituted attorney (3) **SAPTARSSHI MUKHERJEE** (PAN.CULPM5637E, AADHAAR NO. 309358810555 ), son of Late Supriyo Mukherjee, aged about 29 years, by faith Hindu, by occupation service, having permanent residence at 38, Jubilee Park, P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge , Kolkata - 700033, presently residing at Ruppertstrasse 24,80337, Munich, Germany, 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). The OWNER numbers 1 to 3 are represented by their Constituted Attorneys, Palash Mazumder (**PAN AHKPM6085G, AADHAAR NO. 967873176994**) and Lalit Baid (**PAN AEBPB4890E, AADHAAR NO. 574504847204**), both partners of Skyline Projects (**PAN ABWFS3367H**), a partnership firm, having its office at Skyline Profulla , 1<sup>st</sup> Floor - 1B, 3A P.C Sorcar Sarani , P.S. –

Gariahat , P.O.- Ballygunge Kolkata-700019. The Owner no 1, Smt Paramita Mukherjee executed a Development Power of Attorney on 14.05.2024 registered in the office of District Sub Registrar –II South 24 Parganas, West Bengal and recorded in Book no I, Volume no.1602- 2024, Pages from 238236 to 238256 being no.160206860 for the year 2024. The Owner no. 2, Smt Sohini Mukherjee Seth executed a Development Power of Attorney in Edinburg Scotland duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 05.11.2024. The Owner no. 3, Sri. Saptarsshi Mukhejree executed a Development Power of Attorney in Munich, Germany duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 09.09.2024.

### **AND**

**SKYLINE PROJECTS (PAN ABWFS3367H )**, a partnership firm having its office at Skyline Profulla , 1<sup>st</sup> Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, represented by its partners Palash Mazumder (**PAN AHKPM6085G, AADHAAR NO. 967873176994**), aged about 52 years, son of late Bijan Bandhu Mazumder , by faith Hindu , by nationality Indian, carrying on business from Skyline Profulla , 1<sup>st</sup> Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, and Lalit Baid (**PAN AEBPB4890E, AADHAAR**

**NO. 574504847204**), aged about 58 years , son of late Sampat Mull Baid, by faith Jain, by nationality Indian, carrying on business from Skyline Profulla , 1<sup>st</sup> Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O. - Ballygunge Kolkata-700019 hereinafter referred to the as **DEVELOPER/PROMOTER** (which expression unless to the context shall mean and include their respective heirs, future partners, assigns, nominees, executors and administrators).

**AND**

[If the Allottee is an Individual]

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

**OR**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_)

\_\_\_\_\_ ) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the **PURCHASER/ALLOTTEE** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

**OR**

[If the Allottee is a Partnership firm]

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

**OR**

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_,

(PAN \_\_\_\_\_), hereinafter referred to as the **PURCHASER/ALLOTTEE** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) Vendors/Owners, Purchaser/Allottee and Developer/Promoter shall hereinafter collectively be referred to as **Parties** and individually **Party**.

**WHEREAS:**

- A. PARAMITA MUKHERJEE, SOHINI MUKHERJEE SETT AND SAPTARSSHI MUKHERJEE** ("Owners") are the absolute and lawful owners of the property and premises at 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033 measuring an area of 5 (Five) Cottahs 1 (One) Chittack and 5 (Five) Square Feet as per the devolution of title mentioned hereunder written:

**(Devolution of Title)**

**WHEREAS** Sourindra Nath Banerjee by a Deed of Conveyance dated 19.11.1958 sold, transferred and conveyed to Sukumar Mukherjee Son of late Surendra Kumar Mukherjee , wherein Srijukta Kaliganga Debi joined as a Confirming Party of ALL THAT the land containing by estimation an area of 5 (Five) Cottahs 1 (One) Chittak and 5 (Five) Square feet, be the same a little more or less being part or portion of the total revenue free land containing by estimation 12 (Twelve) Bighas 1 (One) Cottahs 2 (Two)

Chittaks more or less comprised in portion of C.S Dag Nos.1110, 1111 , 1112 , 1113, 1114 and 1115 C.S Khatian No 866, J.L No 41 of Mouja : Chandpur, R.S 40 together with two storied brick built messuage tenement or dwelling house standing thereon being Holding no.155, Russa Road East, Southern of then Tollygunge Municipality lying at and being Premises no 38, Jubilee Park, P. S.- Jadavpur, P.O.- Tollygunge Kolkata-700033. The said deed was registered in the office of the District Sub Registrar Alipore Sadar and recorded in Book No.1, Volume No. 167, Pages 155 to 164, Being no. 9594, for the year 1958.

**AND WHEREAS** after purchasing the above mentioned property and premises, the said Sukumar Mukherjee mutated his name in the records of the Kolkata Municipal Corporation having Assessee No 210940600560.

**AND WHEREAS** the said Sukumar Mukherjee was married to Smt. Abhaya Mukherjee, alias Smt. Roma Mukherjee and they had one son namely Sri. Supriyo Mukherjee and two married daughters namely (1) Smt. Maya Sarkar alias Khuku, wife of Sri. Jogeshwari Prasad Sarkar and (2) Smt. Sumita Bandopadhyay alias Ratna, wife of Sri. Tapan Bandopadhyay.

**AND WHEREAS** the only son of the said Sukumar Mukherjee , namely Supriyo Mukherjee, since deceased, was married with Smt. Paramita Mukherjee, and out of the wedlock between the said Supriyo Mukherjee and Paramita Mukherjee, they have one daughter namely Sohini Mukherjee, and one son namely Saptarshi Mukherjee.

**AND WHEREAS** on 10<sup>th</sup> August 2011 the said Sukumar Mukherjee, son of Late Surendra Kumar Mukherjee as Donor gifted, transferred and conveyed to Paramita Mukherjee, Sohini Mukherjee and Saptarshi Mukherjee, alias Saptarsshi Mukherjee of ALL THAT the land containing by estimation an area of 5 Cottahs 1 Chittak and 5 Square feet, be the same little more or less comprised in portion of C.S Dag Nos.1110, 1111 , 1112 , 1113, 1114 and 1115 C.S Khatian No 866, J.L No 41 of Mouja : Chandpur, R.S 40 together with two storied brick built messuage tenement or dwelling house standing thereon being Holding no.155, Russa Road East, Southern of then Tollygunge Municipality lying at and being Premises no 38, Jubilee Park, P.S. - Jadavpur, P.O.- Tollygunge, Kolkata - 700033 , District - South 24 Parganas within ward no 94 of the Kolkata Municipal Corporation morefully and particularly described in the First Schedule hereunder written. The said deed was registered in the office of the Additional District Sub Registrar at Alipore and recorded in Book No.1, Pages 4648 to 4670 , Being no.: 160505904 for the year 2011.

**AND WHEREAS** the said Paramita Mukherjee, Sohini Mukherjee and Saptarsshi Mukherjee thus became the joint owners each having an undivided 1/3<sup>rd</sup> part or share therein of **ALL THAT** the land and building of the property at Premises No 38, Jubilee Park, P.S. - Jadavpur, P.O.- Tollygunge, Kolkata - 700033 , District - South 24 Parganas within ward no 94 of the Kolkata Municipal Corporation morefully and particularly described in the First Schedule hereunder written.

**AND WHEREAS** the said Paramita Mukherjee, Sohini Mukherjee and Saptarsshi Mukherjee as Owners mutated their names in the records of the Kolkata Municipal Corporation having Assessee No 210940600560, within ward no 94 of the Kolkata Municipal Corporation District South 24 Parganas.

**AND WHEREAS** On 14.05.2024, all the Owners of the Premises no.38 Jubilee Park , P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee being desirous of developing the property have entered into three separate Development Agreements with the Developer in respect of their respective shares in the said property. The said Development Agreements have been registered in the office of the District Sub Registrar- II, Alipore, South 24 Parganas recorded in Book- 1, Volume Number – 1602-2024, (i) Pages from 239359 to 239402, being no. 160206843, (ii) Pages from 239228 to 239270 , being no. 160206844 and (iii) Pages from 239271 to 239313, being no. 160206845 all for the year 2024.

**AND WHEREAS** all the Owners of the Premises no. 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee also executed three separate Development Power of Attorneys 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. Smt Paramita Mukherjee executed a Development Power of Attorney on 14.05.2024 registered in the office of District Sub Registrar –II South 24

Parganas, West Bengal and recorded in Book no I, Volume no.1602- 2024, Pages from 238236 to 238256 being no.160206860 for the year 2024. Smt Sohini Mukherjee Seth executed a Development Power of Attorney in Edinburg Scotland duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 05.11.2024. Sri. Saptarsshi Mukhejree executed a Development Power of Attorney in Munich, Germany duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 09.09.2024.

**AND WHEREAS** all the Owners of the Premises no. 38, Jubilee Park, P. S.- Golf Green previously Jadavpur , P.O.-Tollygunge, Kolkata- 700033 namely Smt Paramita Mukherjee, Smt. Sohini Mukherjee Sett and Sri. Saptarsshi Mukherjee also executed three separate General Power of Attorneys in favour of Sri Palash Mazumder and Sri Lalit Baid, Smt Paramita Mukherjee executed a Generalt Power of Attorney on 14.05.2024 registered in the office of District Sub Registrar –II South 24 Parganas, West Bengal and recorded in Book no I, Volume no.1602- 2024, Pages from 239403 to 239418 , being no.160206846 for the year 2024. Smt Sohini Mukherjee Seth executed a General Power of Attorney in Edinburg Scotland duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 05.11.2024. Sri. Saptarsshi Mukhejree executed a General Power of Attorney in Munich, Germany duly endorsed by the office of the Consulate General of India and the same has been duly stamped by the Stamp Superintendent , Kolkata Collectorate on 09.09.2024.

- B.** The Owners and the Developer/Promoter have entered into three separate Development agreements dated 14.05.2024 which were registered in the office of the District Sub Register-II, South 24 Parganas, West Bengal, in Book-I, Volume Number – 1602-2024, (i) Pages from 239359 to 239402, being no. 160206843, (ii) Pages from 239228 to 239270 , being no. 160206844 and (iii) Pages from 239271 to 239313, being no. 160206845 all for the year 2024.
- C.** The said land is earmarked for the purpose of building a residential project, comprising of one single ground plus four storied building having 8 (eight) apartments/flats and the said project shall be known as ' Skyline Aparajita ' (hereinafter referred to as the Project).
- D.** 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 Developer/Promoter and also the Owners regarding the said land on which Project is to be constructed have been completed.
- E.** The Kolkata Municipal Corporation has granted the sanctioned plan to develop the Project vide approval dated Building Permit No. 2025100018 dated 06/05/2025 (**Sanctioned Plan**). The Said plan has been further revised and approved U/R – 26(2a) & (2b) of the KMC Building Rules on 09.02.2026.
- F.** The Developer/Promoter has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation . The Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

- G.** The Developer/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata having registration no. \_\_\_\_\_ on \_\_\_\_\_ under registration.
- H.** The Purchaser/Allottee has applied for buying an flat/apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted flat/apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on the \_\_\_\_\_ floor in the said building named “Skyline Aparajita” along with one covered car parking no. \_\_\_\_\_ ad measuring 135 square feet in the ground floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the Schedule B and the floor plan of the apartment and also the car parking space is annexed hereto and marked in red border.
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the flat/apartment no \_\_\_\_\_ on the \_\_\_\_\_ floor along with one covered car parking space in the ground floor of the proposed building/project named “Skyline Aparajita”

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree to the various terms and conditions as mentioned hereinafter.**

#### **1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase the flat/apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on the \_\_\_\_\_ floor in the said building named “Skyline Aparajita” along with one covered car parking no. \_\_\_\_\_ ad measuring 135 square feet in the ground floor. The Total lumpsum price for the said apartment/flat based on the carpet area alongwith one car parking space in the ground floor is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .

|                                                      |                        |
|------------------------------------------------------|------------------------|
| Project Name – Skyline Aparajita                     | Total cost of the flat |
| Project Address –38, Jubilee Park,<br>Kolkata-700033 | And car parking : Rs.  |
| Flat No. - Floor -                                   | GST Rs.                |
| Car Parking no. -                                    | Total Rs.              |

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/Allottee to the Developer/Promoter towards the purchase of the said apartment and car parking space.
- (ii) The Total Price above includes Taxes consisting of tax paid or payable by the Developer/Promoter by way of GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/ Promoter upto the date of handing over of the possession of the said apartment and car parking space, provided that 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 / modification.
- (iii) The Developer/Promoter shall periodically intimate to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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.

- (iv) The Total Price of said apartment and car parking space includes the pro rata share in the Common Areas and the car parking space as provided in this Agreement. The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The 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. The Purchaser/ Allottee shall make the payment as per the payment plan set out in Schedule C ("Payment Plan"). The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Purchaser/Allottee by the Developer/Promoter.
- (v) 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 in respect of the apartment , plot or building hereinafter mentioned in the Schedule D and Schedule F(which shall be in conformity with the advertisement, prospectus etc. on the basis of which this sale is effected)

without the previous written consent of the Purchaser/Allottee as per the provision of the Act. However, Developer/Promoter may make such minor additions or alternations as may be required by the Purchaser/Allottee, or such minor changes or alternations as per the provisions of the Act.

- (vi) The Developer/Promoter shall confirm the final carpet area of the said flat/apartment that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter, and if there is reduction in the carpet area within the defined limit, then the Developer/Promoter shall refund the excess money paid by the Purchaser/Allottee within 45 (fourty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to 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 Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in the clause 1(ii) of this Agreement.

- (vii) The Developer/Promoter agrees and acknowledges, that the Purchaser/Allottee shall have the right to the said apartment as mentioned below:
- a) That the Purchaser/Allottee shall have exclusive Ownership of the said flat/apartment.
  - b) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas as mentioned in the Schedule D hereunder. Since the share/interest of the Puchaser/Allottee in the Common Areas is undivided and cannot be 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. Further, the right of the Purchaser/Allottee to use the Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Developer/Promoter shall handover the common areas to the association of Puchasers/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - c) 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, in the common areas as mentioned in the Schedule F and also includes cost for providing all other facilities, amenities and specifications to be provided within the said flat/apartment and the Project.

- (viii) It is made clear by the Developer/Promoter and the Purchaser/Allottee agrees that the said flat/apartment along with the car parking space in the ground floor shall be treated as a single indivisible unit for all purposes and, therefore, cannot be dealt with individually or disassociated with the flat/apartment. 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 apart 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 Purchaser/Allottee of the Project. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (ix) It is understood by the Purchaser/Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "Skyline Aparajita" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- (x) 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.

- (xi) The Purchaser/Allottee has paid a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as booking amount being part payment towards the Total Price of the said flat/apartment at the time of application, 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 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.

## **2. MODE OF PAYMENT**

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 Schedule C 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.

### **3. 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 thereunder 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.

The Developer/Promoter accepts no responsibility in this regard. 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.

#### **4. 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, if any , in his/her name as the Developer/Promotor may in its sole discretion deem fit and the Puchaser/Allottee undertakes not to object/demand/ direct the Developer/Promoter to adjust his payments in any manner.

**5. TIME IS THE ESSENCE:**

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

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

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and other statutory authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement.

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

- (i) **Schedule for possession of the said Apartment:** The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer/Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before 31.10.2027 , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Developer/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Promoter shall refund to the Purchaser/Allottee the entire amount received by the Developer/Promoter from the Purchaser/Allottee within 45 days from that date. After refund of the money paid by the Purchaser/Allottee, Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- (ii) **Procedure for taking possession** – The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser/Allottee in terms of this Agreement to be taken within 3 (three ) months from the date of issue of such notice and the Developer/Promoter shall give possession of the Apartment to the Purchaser/Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Purchaser/Allottee in writing within 15 (fifteen) days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7(ii), the Purchaser/Allottee shall take possession of the Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in clause 7(ii), such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

**(iv) Possession by the Purchaser/Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchasers/Allottees, it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchasers/Allottees or the competent authority, as the case may be, as per the local laws.

**(v) Cancellation by 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. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Developer/Promoter to the allottee within 45 days of such cancellation.

**(vi) 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Apartment (a) in accordance with the terms of this Agreement, duly completed by the date

specified herein; or (b) 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Developer/Promoter shall pay the Purchaser/Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

**8. Representations and Warranties of the Developer/Promoter:** The Developer/Promoter hereby agrees, represents and warrants to the Purchaser/Allottee as follows:-

- (i) The Developer/Promoter and the Owners has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 Apartment and common areas.
- (vi) 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.
- (vii) 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 Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement.
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement.

- (ix) At the time of execution of the conveyance deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee and the common areas to the Association of the Purchasers/Allottees/all apartment Owners.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The 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.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer/Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

**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:

- (i) If the Developer/Promoter fails to provide possession of the flat/apartment to the Purchaser/Allottee within the time period specified in this agreement in a ready to move in condition, duly completed in all respects or fails to complete the project within the stipulated time as mentioned in this agreement. 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.
- (ii) Discontinuance of the Developer's/Promoter's business as a Developer/Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (a) 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.

- (b) 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.

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

- (i) In case the Purchaser/Allottee fails to make payments for consecutive demands made by the Developer/Promoter as per the Payment Plan in the Schedule C, 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 as prescribed in the Rules.

- (ii) In case the Default by the Purchaser/Allottee under the condition listed above continues for a period beyond 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 and the interest liabilities and in such case, this Agreement shall thereupon stand terminated.

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

The Developer/Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser/Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser/Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/Allottee authorizes the Developer/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Promoter is made by the Purchaser/Allottee. The Purchaser/Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association or by all the Purchasers/Allottees of the Project. The cost of such maintenance has not been included in the Total Price of the Apartment.

## **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 Developer/Promoter as per the agreement for sale relating to such development 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 without further charge, within 30 (thirty) days, and in the event of Developer's/Promoter's failure to rectify such defects within such time, the aggrieved Purchasers/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT OF PURCHASER/ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Purchaser/Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined

and thereafter billed by the maintenance agency appointed or by the association of Purchasers/Allottees (or the maintenance agency appointed by it) and performance by the Purchaser/Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers/Allottees from time to time.

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

The Developer/ Promoter / maintenance agency /association of Purchasers/Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. USAGE**

**Use of Parking and Common Service Areas:** The car parking and service areas, if any, as located within the Project “Skyline Aparajita” shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's (if any) etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee shall not be permitted to use the services areas and the car parking 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 Purchasers/Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment ,its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design or change the designs of the window grills and balcony railings including the design of the main door of the apartment. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy

material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment . The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Purchaser/ Allottee shall not sub-divide the Said Apartment and the Common Portions, under any circumstances and shall also not change/alter/modify the name of the Said building from what is mentioned in this Agreement. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/ALLOTTEE**

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

## **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/completion plan has been approved by the competent authority(ies) except for as provided in the Act.

## **19. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR**

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

## **20. APARTMENT OWNERSHIP ACT**

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

## **21. 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(s) 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 Registrar/Sub-Registrar/ registrar of Assurance 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.

## **22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers/Allottees of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

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

The 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 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 construed to be a precedent and /or binding on the Developer/Promoter to exercise such discretion in the case of other Purchasers/Allottees. Failure on the part of the Developer/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

## 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 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-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata on the date herein before mentioned.

## 30. NOTICES

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

|       |                            |
|-------|----------------------------|
| _____ | Name of Allottee           |
| _____ | Allottee Address           |
| _____ | Name of Developer/Promoter |
| _____ | Developer/Promoter Address |

It shall be the duty of the Purchaser/Allottee and the Developer/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which

all communications and letters posted at the above address shall be deemed to have been received by the Developer/Promoter or the Purchaser/Allottee, as the case may be.

### **31. JOINT PURCHASERS/ALLOTTEES**

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

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

## **Schedule A**

### **Part-I (Said Premises)**

**ALL THAT** the piece and parcel of land measuring an area of 5(Five) Cottahs 1 (One) Chittaks and 5 (Five) Square Feet be the same a little more or less together with two storied brick built building measuring about 4466 (Four Thousand Four Hundred Sixty Six) Square Feet covered area, more or less, i.e 2233 (Two Thousand Two Hundred Thirty Three Only) Square Feet each in the ground and first floors, lying and situated at Mouza Chandpur, J.L. No.41, R.S. Khatian No.866, Dag No.1111 and 1112, being Kolkata Municipal Premises No.38, Jubilee Park, P. S.- Golf Green previously Jadavpur, P.O.- Tollygunge, Kolkata - 700033, Assessee No.210940600560 within Ward No.94 of the Kolkata Municipal Corporation, District South 24 Parganas and the said property is butted and bounded by:-

**ON THE NORTH** : By Premise No.40, Jubilee Park

**ON THE EAST** : By Premise No.38A and 27, Jubilee Park

**ON THE SOUTH** : 16 feet wide K.M.C Road

**ON THE WEST** : By Premise No. 7, Jubilee Park

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

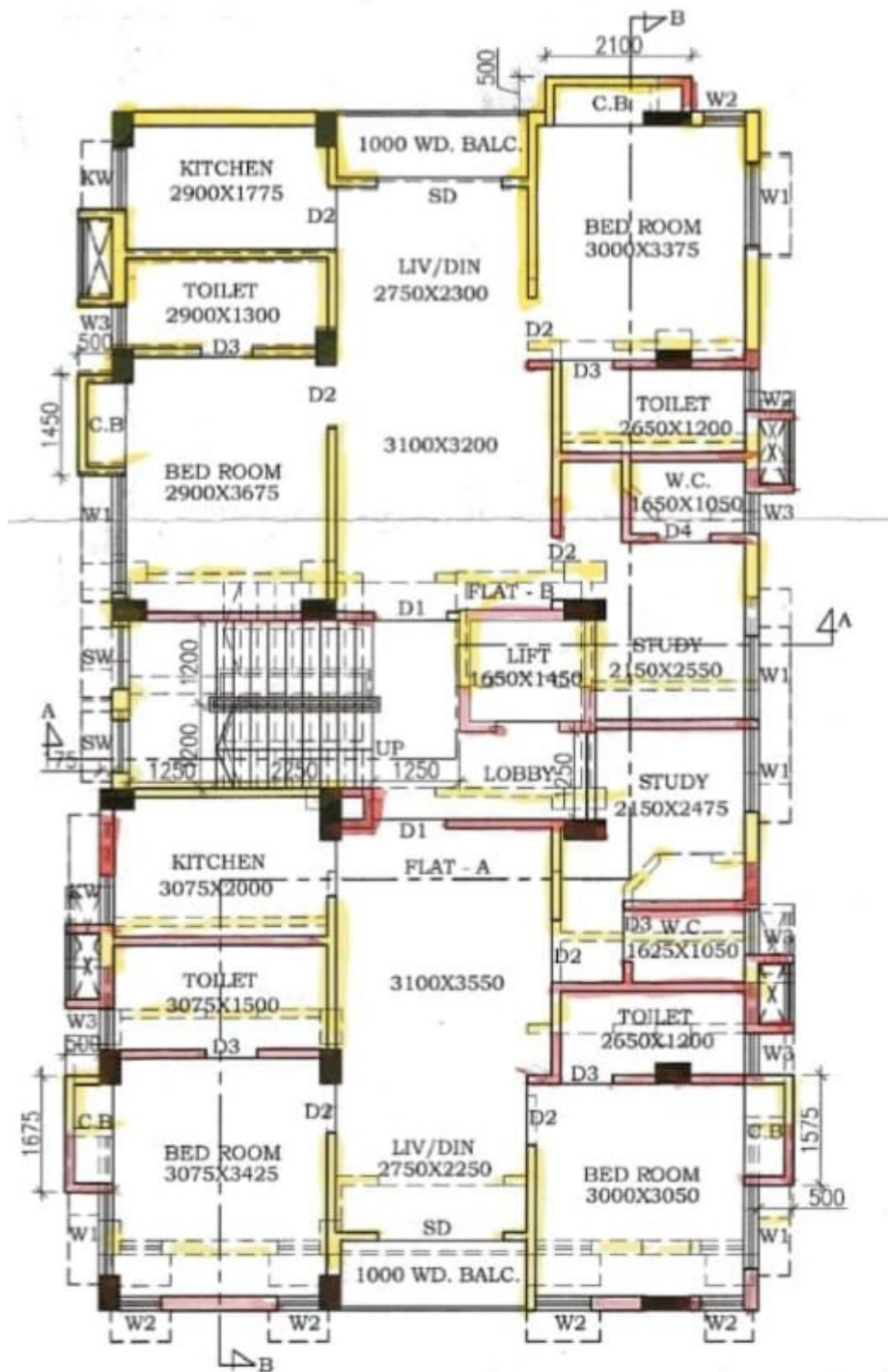
**Schedule B****Part-I****(Said Flat)**

Residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor, having carpet area \_\_\_\_\_ square feet plus an exclusive balcony having a carpet area of \_\_\_\_\_ square feet, i.e a total carpet area of \_\_\_\_\_square feet more or less corresponding to \_\_\_\_\_ square feet of built up area more or less comprised in the said proposed building named “**Skyline Aparajita**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon.

**Part-II****(Parking Space)**

One covered car parking space, being car parking number \_\_\_\_\_ measuring 135 Sq.ft. more or less in the ground floor of the said proposed building named “**Skyline Aparajita**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon.

SECOND FLOOR PLAN OF THE PROPOSED BUILDING AT 38, JUBILEE PARK  
KOLKATA - 700033, WARD NO. 94, BOROUGH NO.- X OF  
THE KOLKATA MUNICIPAL CORPORATION



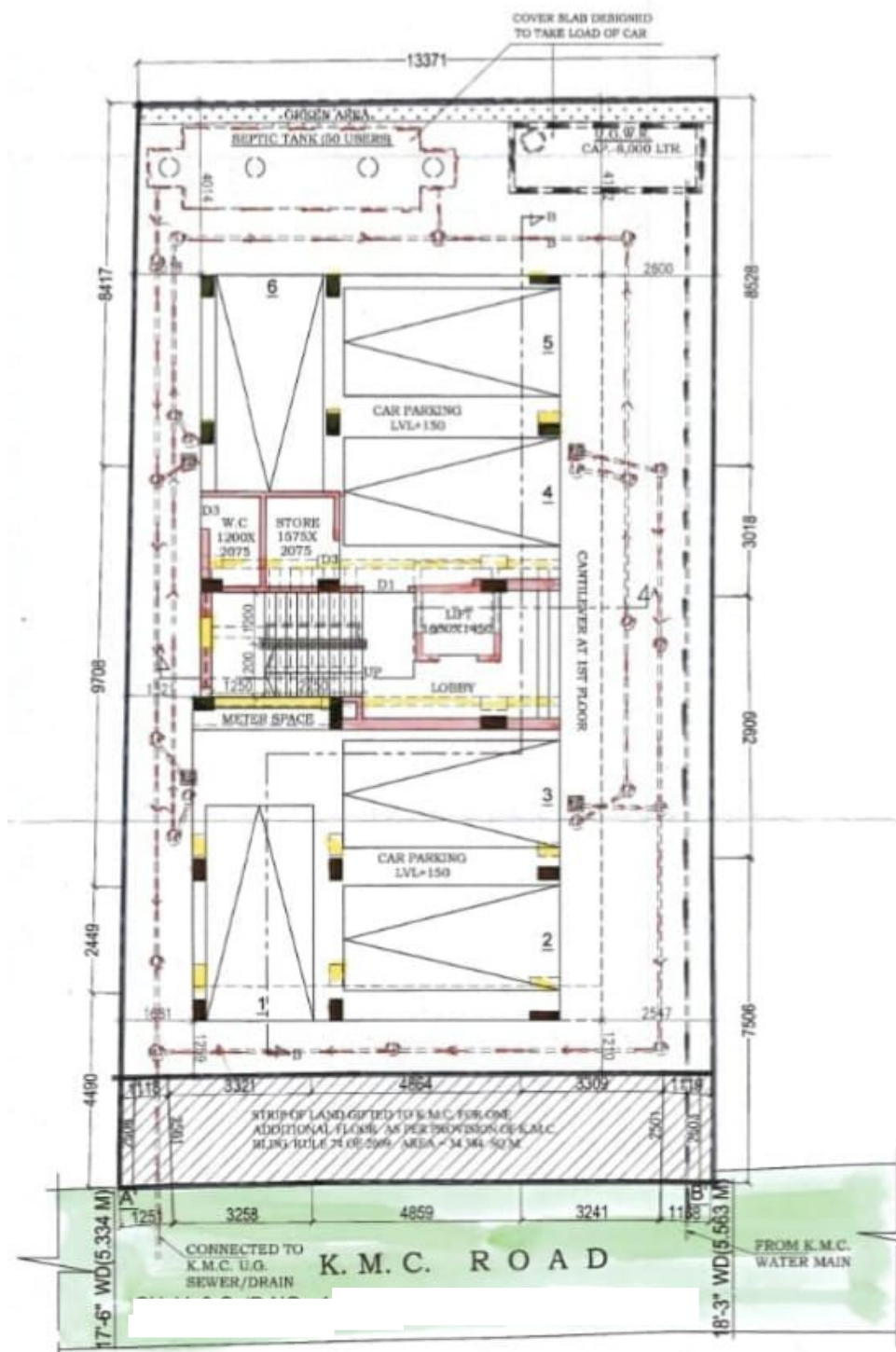
SECOND FLOOR PLAN

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

GROUND FLOOR PLAN OF THE PROPOSED BUILDING AT 38, JUBILEE PARK  
KOLKATA - 700033, WARD NO. 94, BOROUGH NO.- X OF  
THE KOLKATA MUNICIPAL CORPORATION



GROUND FLOOR PLAN

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

**Schedule C**  
**(Payment Plan)**

The consideration for sale of Said Flat And Appurtenances is Rs  
\_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only )

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

- |                                                                        |      |
|------------------------------------------------------------------------|------|
| 1. At or before the execution hereof                                   | 10%  |
| 2. Upon completion of the foundation of the building                   | 10%  |
| 3. Upon completion of the ground floor roof casting                    | 10%  |
| 4. Upon completion of the first floor roof casting                     | 10%  |
| 5. Upon completion of the second floor roof casting                    | 10%  |
| 6. Upon completion of the third floor roof casting                     | 10%  |
| 7. Upon completion of fourth floor roof casting                        | 7.5% |
| 8. Upon Completion of brick work of the<br>Said flat till lintel level | 7.5% |
| 7. Upon flooring of the said flat                                      | 7.5% |
| 8. Upon POP work of the said flat                                      | 7.5% |
| 9. On delivery of possession of the Said flat                          | 10%  |

**Total**

---

**100%**

---

**Schedule D**  
**(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 ( if any ) , 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.
- Meter room in the ground floor , boundary wall and the main gates of the building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.

### **Schedule E**

#### **(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, 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.

**Schedule F**  
**(Specifications)**

Structure : RCC framed structure

Elevation : Aesthetic blend of texture/ weather coat paints

Entrance Lobby : Designer marble/tiles flooring with well decorated lift facia finished with granite/stone in the ground floor

Flooring : Vitrified Tiles Flooring inside the drawing cum dining room and all bedrooms of the flat. The entire staircase will be of tiles/ marble/ kota stone/ granite flooring.

Ground floor/parking areas shall be finished with Kota stone/vitrified tiles/Pavement blocks. The ultimate roof of the building shall also be finished with roof tiles after proper waterproofing treatment.

Kitchen : Black granite countertop with stainless steel sink and draining board and ceramic designer glazed tiles up to 2 ft. above counter.

Toilet : Anti-skid vitrified tiles flooring with ceramic designer glazed tiles up to door height.

Plumbing : Concealed plumbing with hot & cold water arrangement in all toilets. All CP fittings will be of Jaquar / Kohler or equivalent brand and all wash basins, WC & cistern will be of Kohler / Hindware / Parryware or equivalent brands.

Windows : Aluminum sliding windows for all rooms with grill. Bathrooms to have aluminum louver windows.

|                 |                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Doors           | : The main door will be a wooden flush door with both sides painted and/or laminate. Other doors will be flush doors with both sides painted or laminate. Doors frames will be of solid sal wood.                                                                                                                                                                                      |
| Locks           | : Main doors will have Godrej night latches. Doors of others rooms will have cylindrical locks.                                                                                                                                                                                                                                                                                        |
| Internal Finish | : Interior walls of the flats will have a putty finish.                                                                                                                                                                                                                                                                                                                                |
| Electrical      | <p>: Concealed copper wiring. Modular switches of Havells or equivalent make.</p> <p>Geyser point in all toilets. AC points in all bedrooms and the drawing cum dining room, TV, cable and Telephone points in the drawing cum dining room. One Telephone point in each Bedroom. Electric meter/s shall be applied by the Owner with CESC by paying the required security deposit.</p> |
| Lift            | : The lift will be of reputed make and of adequate capacity with necessary Lift License approved by the concerned authorities.                                                                                                                                                                                                                                                         |
| Intercom        | : An Intercom facility will be provided from the main gate to the flat.                                                                                                                                                                                                                                                                                                                |

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/ALLOTTEE**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER/PROMOTER**

\_\_\_\_\_

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and sign  
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and sign  
across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**NOTE: We hereby declare that none of the terms and conditions of this Agreement for Sale presented by us violates the provisions of the Real Estate (Regulation & Development) Act , 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021. That if any provision in this Agreement for Sale is in contravention with the Real Estate (Regulation & Development) Act , 2016 & the West Bengal Real Estate (Regulation & Development) Rules, 2021, the provision of the said Act & Rules shall prevail in those cases.**