

THIS SALE AGREEMENT is made this day of Two Thousand Twenty Six (2026)

BETWEEN

(1) SKYLARK RETAILS PRIVATE LIMITED, (PAN: AAOCS3097E) (CIN U51909WB2010PTC143453), a company incorporated under the Companies Act, 1956, having its registered office at 11A, Nakari Mondal Road, P.O. Kanchrapara, North 24 Parganas, West Bengal, Pin – 743145, represented by its authorised Signatory Mr. Amit Kumar Barnwal (PAN: BLHPB9449P) (AADHAAR NO. 6515 3807 4779), son of Ramsewak Barnwal residing at Bahula, Jamgram, Barddhaman, Bahula, West Bengal – 713322, Police Station – Barddhaman, Post Office- Bahula **AND (2) RPB CREATION PRIVATE LIMITED, (PAN: AALCR6636H) (CIN: U18109WB2022PTC251781)** a company incorporated under the Companies Act, 2013, having its registered office at

Srijan Industrial Logistics Park, Part B Block A, Unit No. 5, 2nd Floor, Howrah, West Bengal, Pin – 711409, represented by its authorised Signatory Mr. Amit Kumar Barnwal (PAN: BLHPB9449P) (AADHAAR NO. 6515 3807 4779), son of Ramsewak Barnwal residing at Bahula, Jamgram, Barddhaman, Bahula, West Bengal – 713322, Police Station – Barddhaman, Post Office- Bahula , hereinafter jointly and severally hereinafter referred to as “the LANDOWNERS/PROMOTERS” (which expression shall unless repugnant to the context mean and include their respective successors, representatives and assigns) of the ONE PART

AND

..... (having Income Tax PAN No..... and Aadhar No.....) son/wife of..... and(having Income Tax PAN No..... and Aadhar No.....) wife of both residing atP.S.....,P.O.....hereinafter referred collectively to as the “ALLOTTEE” (which expression shall unless repugnant to the context mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the OTHER PART

DEFINITIONS:

For the Purpose of this Agreement, unless the context otherwise requires:

- A. “Act” and “WBREERA” means The Real Estate (Regulation and Development) Act, 2016 ;
- B. “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 ;
- C. “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 ;
- D. “Section” means a section of the Act ;
- E. Any singular expression used herein shall include plural and vice versa.
- F. Words importing masculine gender includes neutral or feminine gender and vice versa.

G. Reference to any statute include all amendments or reenactments of such statute and all rules and regulations framed thereunder.

WHEREAS

1. By and under a Deed of Conveyance dated 04.10.2024, registered in the office of Additional Registrar of Assurances- II, Kolkata, recorded in Book No. I, Volume No. 1902-2024, Pages from 701063 to 701108, being No. 190212687 for the year 2024, the Landowners/Promoters purchased ALL THAT piece and parcel of land measuring about 08 Cottahs 12 Chittaks, comprised in C.S Dag No. 307, 147, 161 and 151, recorded under C.S Khatian No. 154, 130, 48, 200, 254 and 246, at Mouza – Khanpur, Pargana Khanpur, Touzi No. 151 and 152, at Municipal Premises No. 314, Netaji Subhas Chandra Bose Road, Kolkata 700047 (previously Kolkata – 700040), Post Office – Naktala, Police Station – Netaji Nagar (previously Patuli and therebefore Jadavpur), Ward No. 098 within the jurisdiction of the Kolkata Municipal Corporation, under Municipal Assessee No. 210980603489, (Zone: Ward No. 98 – Ward No. 98) from Debabrata Sengupta and Others (hereinafter referred to as the “**SAID PREMISES**” and morefully described in First Schedule hereunder written).
2. Thereafter, the Landowners/Promoters applied and caused mutation and recorded their names with the Kolkata Municipal Corporation under Assessee No. 210980603489.
3. The said Premises is earmarked for the purpose of constructing a Commercial cum Residential multistoried building having units of various sizes and specifications and the said project shall be known as “**SKYLARK HEIGHTS**” (hereinafter referred to as the “**SAID PROJECT**”).
4. By a Sanction Plan bearing Building Permit no. 2025100092 dated 11 August 2025, the Landowners/Promoters commenced construction of the said Project on the said Premises.
5. The Landowner/Promoter No. 2 being RPB Creation Private Limited for convenience have duly authorized the Landowner/Promoter No. 1 Skylark Retails

Private Limited, to represent it in all matters relating to development, construction and marketing of the Project and other terms and conditions as mentioned in the Lead Promoter Agreement dated _____ and accordingly the Landowner No. 1 shall be the Lead Promoter and the other Promoter shall be bound by all acts of the Lead Promoter. Under the said Agreement dated _____, the Landowner no. 1 is entitled and authorized to receive all receivables from any intending Allottee in the said Project.

6. The Promoters have obtained the final layout Plan, Sanctioned Plan specification and approvals for the Project from Rajpur-Sonarpur Municipality. The Promoters agree and undertake that they shall not make any changes to the Sanctioned Plan except in strict compliance with Section 14 of the Act and other applicable laws.
7. The Promoters have registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority on _____, 2025 under Registration no. _____.
8. The Allottee being desirous of purchasing an apartment in the Project approached the Promoters and applied for an apartment in the Project vide Application dated _____ and has been allotted Apartment no. ____ in the Project having super built up area of _____ square feet more or less corresponding to carpet area of _____ square feet more or less and Built Up area of _____ Square feet more or less on _____ floor along with a Mechanical Car Parking Space prorate share in the Common Areas as defined in Clause (m) of Section 2 of the Act and hereinafter referred to as **“THE SAID UNIT”** and more fully described in the Second Schedule hereunder and the Floor Plan of the Unit is annexed hereto and marked as Annexure “A”.
9. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein, the Allottee has inspected all Title Documents relating to the said Premises and the Plans, designs, and specifications prepared by the Promoters Architect and of such other documents as are specified under the Act and the Allottee after being fully satisfied with the documents, specifications, all other relevant details and workmanship of the said Project have agreed to enter into this Agreement.

10. 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.
11. The parties relying on the confirmations, representation and the assurances of each other to faithfully abide by all the terms, conditions, and stipulation contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
12. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters hereby agree to sell and the Allottee hereby agree to purchase the said Unit and right to use of the Car parking (if applicable) as specified in Para 8 above ;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises, and agreements contained herein and other good and valuable considerations, the parties agree as follows:

1) TERMS

1.1. SUBJECT TO the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit as specified in para 8 above and more fully described in the Schedule II hereunder.

1.2. The Total Price for the Said Unit based on the carpet area is **Rs...../- (Rupees.....only)** ("Total Price") which includes cost of the Apartment, cost of exclusive balcony or verandah area (if any), or exclusive open terrace areas (if any), proportionate cost of common area but excludes all taxes cess, duties etc., and breakup of the Total Price is stated in the Fifth Schedule hereunder.

Besides the Total Price of the said Unit as stated in Part I of Fifth Schedule hereunder the Allottee shall also pay advance maintenance charges and other charges in the manner stated in part II and III of the Fifth Schedule hereunder.

Explanation:

- I. The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the said Unit and shall be payable by the Allottee to the Promoters as stated in the Payment Schedule stated in the Sixth Schedule hereunder.

- II. The Total Price above excludes all taxes paid or payable by the Promoters by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters up to the date of handing over the possession of the said Unit to the Allottee. The Promoter shall while raising respective Demand Notice shall add taxes applicable and the Allottee shall be liable to pay the amount along with taxes.
- III. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration , if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- IV. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in sub-clause I above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- V. The Total Price of the said Unit includes recovery of price of land, construction of not only the said Unit but also the Common areas, internal development charges, external development charges, cost of providing electric wiring, Lift, Water line and plumbing, finishing with paint, tiles, doors, windows, and includes cost for providing all other specifications to be provided within the Said Unit and the Project but does not include Other charges.
- VI. **SPECIFICATIONS**-The tentative specifications for constructions of the Project is set out in the Third Schedule hereunder. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoters, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoters shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the Third Schedule hereunder.

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

1.4. The Allottee(s) shall make the payment as per the payment plan set out in Sixth Schedule hereunder.

1.5. The Promoters may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% (___ per cent) 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 Allottee by the Promoters.

1.6. It is agreed that the Promoters shall not make any additions and alteration in the Sanctioned Plans, layout plans and Specifications and the nature of fixtures, fittings common areas as described in the Third and Fourth Schedule hereunder in respect of the said Unit without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoters may make such minor additions or alterations as may be required or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoters shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Sixth Schedule hereunder. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8. Subject to **Clause 9.3** hereunder the Promoters agree and acknowledge that the Allottee shall have the right to the said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the said Unit includes recovery of price of land, construction of not only the said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, etc. and includes cost for providing all other facilities as provided within the Project.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

1.10. It is understood by the Allottee that all other areas i.e. to say areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972.

1.11. The Promoters agree to pay all outgoings before transferring the physical possession of the said Unit to the Allottees, which they have collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities (if any) payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoters fail to pay all or any of the outgoings collected by them from the Allottees or any liability, mortgage loan and interest thereon (if any) before transferring the apartment to the allottees, the Promoters agree 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.

1.12. The Allottee has paid a sum of **Rs _____/- (Rupee _____ Only)** as booking amount being part payment towards the Total Price of the said Unit at the time of application the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the said Unit as prescribed in the Payment Plan set out in the Sixth Schedule hereunder as may be demanded by the Promoter and within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules or at the prime lending rate of the State Bank of India plus two per cent per annum whichever is higher.

1.13 Besides the Total Price of the said Unit as stated in the Part I of the Fifth Schedule hereunder the Allottee shall also pay 6 months Advance Maintenance charges and other charges in the manner stated in Part II and III of the Fifth Schedule.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan set out in the Sixth Schedule hereunder through A/C Payee cheque /demand draft or online payment (as applicable) in favour of the Lead Promoter, Skylark Retails Private Limited payable at Kolkata

In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

2.3. The Allottee shall make payment of all the installments of the Total Price in the undermentioned Bank Current Account which has been opened by the Lead Promoter, Skylark Retails Private Limited.

a) Name of the Bank Account : Skylark Retails Pvt. Ltd
b) Account no. : _____
c) Bank name : _____
d) Branch name : _____
e) Branch address : _____
d) IFSC Code : _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoters 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 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 Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any other manner.

5. TIME IS ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Unit to the Allottee after receiving the occupancy certificate and or the completion certificate as the case may be. If the Promoters at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return the money with interest at the prime lending rate of the State Bank of India plus two per cent per annum.

Similarly, the 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 Promoter as provided in the **Payment Plan contained in the Sixth Schedule** hereunder.

In the event any cheque / draft submitted by the Allottee is returned unpaid, the Allottee shall have to pay, alongwith the unpaid amount, an additional amount of Rs.1500/-(Rupees Fifteen Hundred) only.

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT

6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, Payment Plan and the specifications along with this Agreement which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and

specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertake 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 Act, 1980 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 Promoters shall constitute a material breach of the Agreement.

6.2. The Promoters have got all the necessary approvals from the concerned local authorities for commencement of construction and shall obtain the balance approvals from various Authorities (if any) from time to time so as to obtain the Completion/Partial Completion Certificate of the said building.

7. POSSESSION OF THE APARTMENT/ PLOT

7.1 Schedule for possession of the said Apartment: The Promoters agree and understand that timely delivery of possession of the said Unit to the Allottee is the essence of the Agreement. The Promoters based on the approved plans and specifications, assures to hand over possession of the said Unit on or before (, 2026) together with a grace period of 6 months unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or, order, rule, notification of the Government and/or other public or competent authority/court and/or caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 The right of the Allottee shall remain restricted to the respective said Unit and the properties appurtenant thereto and the Allottee shall have no right, title or interest

nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other said Unit or space and/or any other portions of the Project save and except the Common Areas.

7.3 Procedure for taking possession- The Promoters upon obtaining the Occupancy and/or Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such occupancy and/or Completion Certificate and the Promoters shall give and the Allottee shall take possession of the said Unit within 15 (fifteen) days of the written notice. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Maintenance Agent/association of allottees, as the case may be.

7.4. After ninety days from the date of Occupancy and/or Completion Certificate the Allottee shall be liable to bear and pay proportionate share of the Common Expenses described in the **Seventh Schedule** hereunder.

7.5 Failure of Allottee to take the possession of Apartment:

Upon receiving a written intimation from the Promoters as per clause 7.3, the Allottee shall take possession of the said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.3, such Allottee shall continue to be liable to pay **Common Expenses** and/or maintenance charges.

7.6 Possession by the Allottee-After obtaining the Occupancy and/or Completion Certificate and handing over physical possession of the said Unit to the allottees, it shall be the responsibility of the Promoter to handover the necessary copy of documents and plans, including common areas of the Project including entire land of the Project, to the association of the allottees or the competent authority, as the case may be, as per the local laws. Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas to the association of allottees or the Competent Authority, as the case may be.

7.7 Cancellation by Allottee- 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 Promoters, the Promoters herein are entitled to forfeit the booking amount paid for the allotment or 10% of the consideration whichever is higher. The balance amount of money paid by the Allottee after the aforesaid deductions shall be returned by the promoter to the Allottee within 45 days of such cancellation upon the Allottee surrendering the original of this Agreement to the Promoters.

The Promoter shall not liable to refund all statutory taxes including GST, TDS and any other taxes paid or to be paid along with Legal Charges as may be applicable to the said apartment.

7.8 Compensation-

7.8.1 The Promoters 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.8.2 Except for occurrence of a Force Majeure event, if the Promoters fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, 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 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 Allottee does not intend to withdraw from the Project, the Promoters shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

7.8.4 If the schedule of stage-wise construction as contemplated herein is delayed, the Allottee shall make payment of the installment due thereon only upon completion of such construction. The Allottee undertakes that in the event the Promoters complete a stage of construction earlier than scheduled in that case, the Allottee shall forthwith make payment without hesitation. The Allottee appreciates that time for payment of installments shall always be essence of the agreement and upon the failure of the Allottee to pay the installments on time as per the prescribed payment schedule, the Promoters will become entitled to terminate the allotment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allottee as follows:

- (i) There are no litigations affecting the said Land at present. The Promoters have 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 Promoters have 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 the said Unit are valid and subsisting and have been obtained by following the due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Unit and the Common Areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said Unit to the Allottee in any manner contemplated in this Agreement;

- (ix) The Promoters shall complete construction of the Project and obtain occupancy and/or completion certificate within the time schedule for completing the Project and deliver quiet, vacant and peaceful possession of the said Unit to the Allottee.
- (x) The said Land is not the subject matter of any Hindu Undivided Family and that no part thereof is owned by any minor and no minor has any right, title and claim over the said Land;
- (xi) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till completion of Project and possession of Apartment, to the Allottee.;
- (xii) No notice from the Government or any 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 Promoter in respect of the said Land and/ or Project;
- (xiii) That the land is not waqf in nature.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1. Subject to the Force Majeure clause, the Promoters shall be considered under a condition of default, in the following events:

- (i) Promoters fail to provide ready to move possession of the said Unit to the Allottee within the time period specified or fails to complete the Project within the stipulated time disclosed at the time of Registration of the Project with the Authority. For the purpose of this clause, ready to move in 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 as agreed to between the parties and for which Occupancy and/or Completion Certificate has been issued by the Competent Authority.
- (ii) Discontinuance of the Promoters' business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by the Promoters under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation by

completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment.

9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events: -

- (i) In case the Allottee fails to make payments for more than 15 days from scheduled date and demands made by the Promoters as per the payment plan contained in the **Sixth Schedule** hereunder despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Rules.
 - (ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall be at liberty to cancel the allotment of the said Unit in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the booking amount of 10% of total consideration and interest liabilities and this Agreement shall thereupon stand terminated. The Promoter shall not be liable to refund all statutory taxes including GST, TDS and any other taxes paid/or to be paid along with Legal charges as may be applicable to the said Apartment. Provided that the Promoters shall intimate the Allottee about such termination at least 30 days prior to such termination.
 - (iii) In case the Allottee fails to take possession of the said Unit as per clause 7.3 above and donot enter into a Conveyance Deed then the Allottee shall be liable to pay holding charges @ Rs.30/- per sq.ft per month from the commencing from the end of 15 days notice as per clause 7.3 till the Allottee completes registration of the Deed of Conveyance.

10. CONVEYANCE OF THE APARTMENT

10.1. The Promoters upon receipt of the Total Price of the said Unit under this Agreement together with stamp duty, registration charge, advances and charges and all other incidental and legal expenses from the Allottee shall execute a Conveyance and/or sale deed of the said Unit in favour of the Allottee in the format drafted by the Promoters' advocate in consonance with this Agreement and convey the title of the said Unit together with proportionate indivisible share in the **Common Areas & Installations** within three months from the date of issuance of the Occupancy and/or Completion Certificate.

Provided that in case the 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 Allottee authorizes the 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 Promoters is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project for a period of 6 months from the date of Completion Certificate. The Advance maintenance charges has been defined in Part II of the Fifth Schedule hereunder. After the expiry of 6 months, the Allottee and the Co-Allottees or the Apartment Owners Association shall be solely responsible to maintain the said project and the Promoter shall in any manner be not liable to maintain the project in whatsoever nature.

The Allottee hereby agrees to purchase the said Unit on the specific understanding that his/ her right to the use and enjoy the Common Areas and Installations shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Building Association or any other maintenance agency appointed by the Association and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Maintenance Agent or the Association from time to time.

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 Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects through the structural engineer without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act, provided that such defect is not due to any act or omission of the Allottee, Co- Allottee or the Apartment Owners Association.

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

The Allottee hereby agrees to purchase the said Unit on the specific understanding that is/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 the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS

The Promoter/ Maintenance Agent/Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Maintenance Agent or the Association to enter into the said Unit 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 Basement and Service Areas: The Basement (s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Unit at his/ her 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 said Unit and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name-plate, neon light, publicity material or advertisement material etc on the face/ façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The 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 hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any aforesaid conditions.

16.2 Internal wiring for electrification will be provided for each Apartment. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Apartment. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority.

16.3 The Allottee and all persons under him shall observe the covenants set out in the **Eighth Schedule** hereunder as also all the Rules, Regulations and Restrictions that may be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Apartment.

16.4 The internal security of the said Unit shall always be the sole responsibility of the respective Allottee(s). Further the Allottee shall also strictly observe the all fire safety rules and regulations.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the said Unit with the knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the 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 Unit at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoters 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 save and except vertical increase in the Floor.

However, if after completion of construction and handing over possession if due to change in law or even otherwise the Promoters becomes lawfully entitled to one or more floors on top of the existing roof of Building Blocks, the Promoter shall be entitled to construct the same and the Allottee agrees not to object to the same.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement he shall not mortgage or create a charge on the said 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 Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

20.1 The Promoters have assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.

20.2. A common Association of the Apartment Owners of the Project shall be formed and registered under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as "the Apartment Ownership Act).

20.3. Upon formation of the Association all the apartment owners/allottees of the Building Complex shall automatically become the members of the Association.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoters then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and the promoter shall forfeit the Booking Amount along with all taxes paid in respect thereto and refund the balance amount (if any, after forfeiting the Booking Amount and taxes paid) to the Allottee.

21. ENTIRE AGREEMENT

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ 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 Allotees of the Apartment, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoters may, at their sole option and discretions, without prejudice to their rights as set out in this Agreement, waive the breach by the 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 Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Promoters 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 provisions.

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the said Unit bears to the total carpet area of all the Units in the Building Complex. It is however clarified that proportion in relation to the undivided share in the Common Areas & Installations shall be the ratio and/or

proportion which the carpet area of the said Unit bears to the total carpet area of all the Apartments in the Project and/or Second Phase of the Building Complex.

27. 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.

28. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoter's Office, or at some other Place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Registrar of Assurances, Kolkata or the Additional District Sub-Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES

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

(i) For Allottee

Mr.....
.....
.....
.....
.....

(iv) For Promoter

Skylark Retails Private Limited
11A, Nakari Mondal Road, P.O Kanchrapara

North 24 Parganas, Pin – 743145

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

30. JOINT ALLOTTEES

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

31 SAVINGS

Any expression of interest, the Booking letter, agreement or any other document signed by the Allottee in respect of the said Unit prior to the execution and registration of this Agreement for Sale for such said Unit shall not be construed to limit the right and interest of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

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 dispute 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 by arbitration under the Arbitration and Conciliation Act, 199

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of “the said Premises”)

ALL THAT piece and parcel of land measuring about 08 (Eight) 12 (Twelve) Chittaks be the same a little more or less, comprised in C.S Dag No. 307, 147, 161 and 151, recorded under C.S Khatian No. 154, 130, 48, 200, 254 and 246, at Mouza – Khanpur, Pargana

Khanpur, Touzi No. 151 and 152, lying and situated at Municipal Premises No. 314, Netaji Subhas Chandra Bose Road, Kolkata 700047 (previously Kolkata – 700040) , Post Office – Naktala, Police Station – Netaji Nagar (previously Patuli and therebefore Jadavpur), Ward No. 098 within the jurisdiction of the Kolkata Municipal Corporation, which is butted and bounded as under :-

On the North : By 12 feet wide KMC Road
On the South : By N.S.C Bose Road
On the East : By 15 feet wide KMC Road
On the West : BY Others Property

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Said Unit)

PART - I

ALL THAT Apartment no..... being a residential Apartment, on the ____ floor at the Project “Skylark Heights”, to contain by measurement _____ square feet super built up area more or less [which corresponds to _____ **square feet** built up area (more or less)/ AND _____ square feet carpet area (more or less)] of the Flat together with undivided proportionate share of the land underneath the said building wherein the said Flat is located together with the undivided share or interest in the common area and installations morefully mentioned herein of the Project “Skylark Heights”.

PART – II

Perpetual right to use ALL THAT Mechanical Car Parking Space no. _____

THE THIRD SCHEDULE HEREINABOVE REFERRED TO
SPECIFICATIONS FOR CONSTRUCTION

1. STRUCTURE

RCC foundation as per Geo–technical Engineer’s recommendation.

2. DOORS & WINDOWS

Good quality flushed door

Sliding powder coated aluminum windows/UPVC Window with white glass panel

3. FLOORS

Entrance Lobby	–	Elegantly designed with tiles
Floor Lobby	–	Vitrified tiles
Flat interiors	–	Vitrified tiles

4. WALLS & FINISHING

Internal – Brick walls with Plaster of Paris finish

External– Brick walls plastered with high quality weather coat paint

5. KITCHEN

Counter table with Granite top and Stainless-steel sink

Ceramic tiles upto 2 (two) feet above the counter.

6. TOILET

Floor - Anti skid Ceramic tiles

Wall - Ceramic tiles upto dado height

Concealed hot and cold-water pipe system in shower and Basin

Chrome plated Fittings of reputed brand

White Sanitary ware of reputed brand

7. ELECTRICAL INSTALLATIONS

Concealed copper wiring with Modular switches

Adequate light and power points

Standard main Distribution Box (DB)

TV / Telephone points in the Living room area and master bedroom

AC point in all bedrooms and Living room

Call bell point at entrance of all units

8. ELEVATOR

Elevator by reputed makers

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Description of the Common Areas & Installations)

- 1) Lobbies on the ground floor
- 2) Driveway, Pathway, entrance and exit pathways of the Building Complex
- 3) Main gate and other gates of the said premises and building and extensions of the said premises
- 4) Boundary walls of the premises including outer side of the walls of the buildings at the said premises and extensions thereto
- 5) Other common parts and areas covered or open in or about the premises or its extension as necessary for passage to or construction, use and occupancy of the said premises and extension thereof.
- 6) Staircases and Staircase landings on all the floors
- 7) Lift lobbies and lift wells on all the floors
- 8) Lift installations and Machine Room
- 9) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto
- 10) Electrical rooms, common electrical wiring, Meter room, meant for common use
- 11) Drainage and sewerage evacuation pipes from the said Unit to drains and sewers common to the said premises

THE FIFTH SCHEDULE ABOVE REFERRED TO
PART I
(TOTAL PRICE)

Head	Price (Rs.)
(i) Price for the Apartment	
(ii) Right to park _____ numbers of cark in the Multilevel Car Parking Space	
Total Price	

*GST/other impositions applicable.

PART II
(OTHER CHARGES)

Head	Price (Rs.)
6 months Advance Maintenance Charges @ Rs.2/- per square feet per month	
Electricity Connection Charges	
Total Price (excluding GST)	

*GST/other impositions applicable

The above Amounts of (Part II – Other charges) are payable in the following manner:

1. 50% of the above amounts shall be payable simultaneously with the payment of 5th installment of Sixth Schedule.
2. Balance 50% of the above amounts shall be payable simultaneously with the payment of 8th installment of Sixth Schedule.

PART III
(MISCELLANEOUS)

Besides the aforesaid the Allottee shall be liable to pay the following charges: -

- (a) **Legal charges:** A sum of Rs 25,000/- (Rupees twenty five thousand) only payable to “Mr. Mayukh Banerjee” Advocate towards his fees for documentation and other legal charges payable atleast 15 days before execution of the Sale Deed.

NOTE:

The amounts mentioned in here are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Total Price and/or the other amounts shall be payable by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee/s.

The Promoter while raising demand Notices as per Sixth Schedule hereunder, shall add all applicable taxes including GST and other impositions and the Allottee shall be liable to pay the such amount along with such taxes and impositions.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(PAYMENT SCHEDULE)**

The Total Price of the said Unit under this Agreement shall be payable by the Allottee under the following:

Installment Payment Schedule of the Total Price		
Stage of Payment		Amount Payable
1.	Booking Amount	5% of the Total Price of Apartment being
2.	Within 30 days from Application	15% of Total Price of Apartment being (balance amount after deduction of application money)
3.	On Foundation	10% of Total Price of Apartment being
4.	On Completion of 1 st Floor Slab Casting	10% of Total Price of Apartment being
5.	On Completion of 2nd Floor Slab Casting	10% of Total Price of Apartment being
6.	On Completion of 3rd Floor Slab Casting	10% of Total Price of Apartment being
7.	On Completion of 4th Floor Slab Casting	10% of Total Price of Apartment being
8.	On Completion of Roof Slab	10% of Total Price of Apartment being
9.	On Completion of Flooring of the said unit (1st to 4th floor)	15% of Total Price of Apartment being
10.	On Possession of the said Apartment	15% of Total Price of Apartment being

NOTE

1. Total Price and all other payments shall be made payable to the First Promoter, "SKYLARK RETAILS PVT LTD" who shall give a receipt on behalf of all the PROMOTERS.

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO

(COMMON EXPENSES)

1. All costs and expenses of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the Common Areas and also the outer walls of the Building in the Project.
2. All costs and expenses for providing all common services and facilities in the Project.
3. The salaries, perquisites and all other benefits payable to caretaker, security staff, liftman, plumber, electrician, sweepers, clerks and other maintenance office staff.
4. All charges and deposits for supply and maintenance of all common services, facilities and amenities including lifts, water pump, generator etc.
5. Municipal taxes and other outgoings on the Common Areas.
6. Costs and charges of establishment for maintenance of the Project and for watch and ward staff.
7. All litigation expenses for protecting the rights, title or interest in respect of the Entire Land and the Project.
8. All expenses incurred for formation of the Association.
9. All expenses incurred for maintaining the office of the Association for common purposes.
10. Contributions payable for creation of a reasonable building reserve fund.
11. All other expenses and outgoings as are deemed by the Association to be necessary or incidental for proper management of the Common Areas and supply of common services and amenities in the Project.

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO

(Restrictions and covenants to be observed and performed by the Allottee and the Co-allottees)

1. In connection with the use and enjoyment of the said Apartment, the Allottee shall

observe the following negative covenants: -

- (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
- (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Apartment.
- (iii) Not to damage or demolish any part or portion of the said Apartment.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Apartment.
- (vi) Not to install any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Unit including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Promoter or the Association.
- (xiv) Not to do anything whereby the other co-allottees are obstructed or prevented from enjoyment of their respective units/ Apartments.

- (xv) Not to claim any right in any other part of the Building save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Unit and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner
- (xxi) Not to construct or raise any mezzanine or additional floor in the Apartment.

2 The Allottee shall also observe, comply with and perform the following covenants and stipulations:

- (i) To use the said Unit only for residential purpose and not for any commercial purpose ;
- (ii) To keep the said Unit in a good state of repairs and condition.
- (iii) To permit the office bearers and agents of the Maintenance Agent or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Unit and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.
- (iv) To repair and make good all such defects decays and want of repair to the said Unit at its costs within 15 days from the date of receipt of such notice.
- (v) To allow the allottees of other units in the Building or the Building Complex the rights easements and/or quasi-easements.
- (vi) To observe the rules and regulations framed by the Lead Promoter or the Association of the Building Complex regarding the manner of the use of the said Unit and the Common Areas.

(vii) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf
of the withinnamed PROMOTERS at Kolkata

SIGNED AND DELIVERED by the
withinnamed ALLOTTEE at Kolkata

Witnesses to Both :-

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted by me as per instructions
Received from the parties herein:

Mayukh Banerjee
Advocate