

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this Day of _____, 2024.

BETWEEN

SRI/SMT/.MISS _____ of _____, Hindu by Religion, Indian by Nationality, Businessman by Occupation, Residing at _____, P.O. _____, P.S. _____ Pin Code- _____, District _____, West Bengal - Hereinafter called the **"ALLOTTEE / PURCHASER / FIRST PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **"FIRST PART"**.

AND

(1) **SRI SWAPAN KUMAR BANDYOPADHYAY**, son of Late Upendra Nath Banerjee, PAN: ADXPB9805E, Aadhaar No. 7748 3612 2752, occupation Retired, and
(2) **SMT TRIPTI BANDYOPADHYAY**, wife of Sri Swapan Kumar Bandyopadhyay, PAN: ABNPT3353M, Aadhaar No. 4158 3692 1485, Occupation Housewife, both by faith Hindu, Nationality Indian, both are residing at V-53/4, Vivekananda Park, P.O. Garia, P.S. Bansdrani, Kolkata – 700084, District South 24-Parganas, West Bengal hereinafter jointly called the **“VENDOR/OWNER/SECOND PARTY”** (which expression or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **“SECOND PART”**.

AND

M/S. SKY CONSTRUCTION, a proprietary concern having its office at 2/2, Khanpur Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047 being represented by its sole proprietor **SRI KALLOL BOSE (PAN ACXPB6603P / AADHAAR 6422 6439 0967)**, son of Late Kanchan Bose, by faith – Hindu, by occupation – Business, residing at 2/2, Khanpur Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700 047, District South 24-Parganas, West Bengal hereinafter referred to and called as the **“PROMOTER / DEVELOPER/ CONFIRMING PARTY/ THIRD PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context its partners, executors, administrators, legal representatives and assigns) of the **“THIRD PART”**.

THAT the abovenamed **SRI SWAPAN KUMAR BANDYOPADHYAY and SMT TRIPTI BANDYOPADHYAY (the VENDORS herein)** are lawfully Represented by their legally **Constituted ATTORNEY SKY CONSTRUCTION**, represented by its **SOLE PROPRIETOR – SRI KALLOL BOSE (the DEVELOPER herein)** appointed and constituted vide a **registered Development Power of Attorney** dated **08.03.2022**, registered in the office of the District Sub-Registrar V, Alipore vide Book No. 1, Volume No. 1630-2022, Pages from 73079 to 73105 being No. 163001603 for the year 2022.

The Allottee/s, Vendor, Promoter/Developer shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

- A.** The Vendors are the sole, absolute and lawful owners of **LAND MEASURING** 6 Cottahs 15 Chittaks 37 sq. ft. together with 40 years old one storied building measuring 1000 square feet with net cement flooring comprised in Dag No. 216, Khatian No. 406, Mouza Kamdahari, District South 24-Parganas, ADSR Alipore, Police Station Bansdroni, Post Office Garia, Kolkata 700084 now known and numbered Municipal Premises No. 145, Vivekananda Park, within Municipal limits of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311112801459 ("Said Land").

B. DEVELUTION OF TITLE

WHEREAS one Sadhan Chandra Ghosh was the sole and absolute owner of all that 6 Cottahs and 9 square feet of land be the same a little more or less within District 24 Parganas now 24 Parganas (South), P.S. Jadavpur, thereafter Regent Park Sub Registry Alipore, Pargana Magura, Touzi No. 14, R.S. No. 200, J.L. No. 49 within the Municipal limits of the Jadavpur Municipality, Mouza Kamdahari comprised in Khatian No. 406, Dag No. 216 and said Sadhan Chandra Ghosh was in absolute physical possession of the said property.

AND WHEREAS being thus in possession of the said property said Sadhan Chandra Ghosh by a registered Deed of Conveyance in the year 1967 duly registered Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 154, Pages 150 to 156 being No. 8754 for the year 1967 sold, transferred, conveyed, released and assigned the said property unto and in favour of Smt. Ajita Rani Mitra and delivered complete possession of the said property unto and in favour of the said purchaser said Ajita Rani Mitra.

AND WHEREAS being thus in possession of the said property said Ajita Rani Mitra by a registered Deed of Conveyance date 03.12.1979 duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 105, pages 184 to 188, being No. 5325 for the year 1979 sold, transferred, conveyed, released and assigned the said property measuring about 3 Cottahs 3 square feet unto and in favour of Smt. Mousumi Chatterjee, wife of Sri Malay Kumar Chatterjee of 82, Kanungo Park, P.S. Jadavpur, Kolkata 700084 and delivered complete possession of the said property unto and in favour of the said purchaser.

AND WHEREAS being thus in possession of the said property the abovenamed Smt. Mousumi Chatterjee, wife of Sri Malay Kumar Chatterjee, of 82, Kanungo Park, P.S. Jadavpur, Kolkata 700084 sold, transferred, conveyed, released and assigned said 2 Cottahs 15 Chittaks 37 square feet of land fully delineated in the plan annexed thereto unto and in favour of the abovenamed owners by a registered Bengali Deed of Conveyance dated 04.01.1982 corresponding 19th day of Poush, 1388 B.S. and the said deed of Conveyance dated 04.01.1982 was duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol No. 11, Pages 129 to 138, being No. 21 for the year 1982.

AND WHEREAS being thus in possession of the said property said Sadhan Chandra Ghosh, son of Late Bholanath Ghosh of Kamdahari, P.S. Jadavpur, 24 Parganas by a Bengali registered Deed of Conveyance 24th day of January, 1968 corresponding to 10th day of Magh, 1374 B.S. sold, transferred, conveyed, released and assigned all that 4 Cottahs of land unto and in favour of Sri Badal Dhara Das and Kajal Rekha Das, both sons of Kedar Nath Das, both of 2/133, Bejoygarh, P.S. Jadavpur, District 24 Parganas, which was duly registered in the Office of the District Sub Registrar at Alipore, South 24 Parganas recorded in Book No. 1, Vol. No. 19, Pages 121 to 127, being No. 498 for the year 1968.

AND WHEREAS in similar terms one Sri Badal Dhara Das and Kajal Rekha Das both sons of Kedar Nath Das, of 1, Purba Natun Pally, P.S. and District Burdwan and No. 2 Sabang Mahalaxmi & Fibre Industries Ltd. P.S. District Ranchi then in the State of Bihar now Jharkhand respectively by a registered Bengali Deed of Conveyance dated 10th day of November, 1975 corresponding to 23rd day of Kartick 1382 sold, transferred, conveyed, released and assigned all that 4 Cottahs of danga land having 16 feet wide passage unto and in favour of the owner no. 1 abovenamed and the said Deed of Conveyance dated 10.11.1975 was duly registered in the Office of the District Sub Registrar at Alipore recorded in Book No. 1, Vol. No. 149, Pages 139 to 148, being No. 5607 for the year 1975 the description of which are fully and particularly referred in the schedule therein;

AND WHEREAS in the manner aforesaid the owners abovenamed jointly own and possess in all 6 Cottahs 15 Chittaks 37 square feet adjoining lands in terms of the aforesaid two separate Deed of Conveyances;

AND WHEREAS both the owners abovenamed for proper utilization of the aforesaid two adjoining lands decided to raise construction of the proposed building as and by way of amalgamation and for the purpose aforesaid both the owners abovenamed executed a registered Deed of Amalgamation on 15.12.2021 duly registered in the Office of the Addl. District Sub Registrar – III at Alipore, recorded in Book No.1, Vol. No. 1603-2022, pages 13312 to 13331, being No. 160313039 for the year 2021;

AND WHEREAS in terms of the said registered Deed of Amalgamation the owners abovenamed applied to the Kolkata Municipal Corporation, Assessment Collection Department for amalgamation of the aforesaid two separately assessed properties into a single unit now and known and numbered as 145, Vivekananda Park, being Assessee No. 311112801459;

AND WHEREAS both the owners abovenamed decided to raise construction of a proposed building as per the building plan to be sanctioned or approved by the Building Department, Kolkata Municipal Corporation;

AND WHEREAS the Owner by an agreement dated 8th day of March 2022 (hereinafter referred to as the said DEVELOPMENT AGREEMENT) granted the exclusive right of development of the said Premises unto and in favour of the Developer herein for the consideration and in the manner as is contained and recorded therein. The Owner have also executed a Development Power of Attorney in favour of **M/s SKY CONSTRUCTION** represented by its sole proprietor Sri Kallol Bose registered on 08.03.2022 for dealing with the Developer's allocation in the proposed building under construction at the aforesaid premises.

AND WHEREAS the Developer thereafter started constructing the desired Ground (Parking) + 3 Storied Residential Building upon the said land of the Vendor vide Building Permit No. 2022110254 dated 07.09.2022 duly approved and sanctioned by the Kolkata Municipal Corporation being free from all encumbrances and charges.

AND WHEREAS to distinguish the proposed Multistoried Building Complex and with a view to assign a unique identity to the said building complex, the Vendor/Developer have decided to name the said Multistoried Building as **"SWAPNONEER"** and is stated that the name of the said Building will always remain unchanged. Comprising of several unit/flats/parkings/constructed spaces.

C. The said land is earmarked for the purpose of building a residential purpose project comprising multistoried building complex and the said project shall be known as **"SWAPNONEER"**;

D. The Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Developer regarding the said land on which Project is to be constructed have been completed;

E. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project;

F. The Vendor/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building complex from Kolkata Municipal Corporation. The Vendor/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Act and other laws as applicable;

G. The Vendor/Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority and the Authority and the registration number is

H. The Allottee/s had applied for an Apartment in the Project and has been allotted **Apartment No.** _____ having RERA **Carpet Area of** _____ **Square Feet** on the _____ **Floor** and one car parking space marked as no. xxxx on the ground floor in “**SWAPNONEER**” out of **DEVELOPERS ALLOCATIONS**, of as permissible under the applicable law, 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 **Schedule B**).

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 Vendor/Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment as specified in paragraph above;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is Rs. _____/-
(Rupees _____ only ("**Total Price**") :-

Building Name : SWAPNONEER	Sale Consideration (Rs)
Apartment/Flat/Unit No. : _____	
Type : <u>3 BHK</u>	
Floor : <u>Third Floor</u>	
SALE CONSIDERATION	
GST @ 5%	
TOTAL PRICE	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee/s to the Vendor/Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of Value Added Tax, Service Tax, 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 Vendor/Developer) up to the date of handing over the possession of the Apartment:

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

- (iii) The Vendor/Developer shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor/Developer shall provide to the Allottee/s 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 Apartment includes: pro rata share in the Common Areas as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/s 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 Vendor/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

The Allottee/s(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Vendor/Developer may allow, at sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ five percent per annum for the period by which the respective installments 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/s by the Vendor/Developer.

It is agreed that the Vendor/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Vendor/Developer may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

The Vendor/Developer shall confirm the final carpet area that has been allotted to the Allottee/s 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 Vendor/Developer. If there is any reduction in the carpet area within the defined limit then Vendor/Developer shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Vendor/Developer shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

The Vendor/Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment.
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s 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/s 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 Vendor/Developer shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendor/Developer and the Allottee/s agrees that the Apartment 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/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project. It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely SWAPNONEER 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.

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

agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee/s has paid a sum of Rupees (_____) only as booking amount being part payment towards the Total Price of the Apartment and car parking space at the time of application the receipt of which the Vendor/Developer hereby acknowledge, and the Allottee/s hereby agrees to pay the remaining price of the Apartment and car parking space as prescribed in the Payment Plan as may be demanded by the Vendor/Developer within the time and in the manner specified therein:

Provided that if the Allottee/s delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendor/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Vendor/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“SKY CONSTRUCTION”** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s, 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 Vendor/Developer with such permission, approvals which would enable the Vendor/Developer 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/s 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. The Vendor/Developer accepts no responsibility in this regard. The

Allottee/s shall keep the Vendor/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s 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 Vendor/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee/s authorizes the Vendor/Developer 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 Vendor/Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Vendor/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Vendor/Developer as well as the Allottee/s. The Vendor/Developer shall abide by the time schedule for completing the project and handing over the Apartment and car parking space to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s 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 Vendor/Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee/s has seen the specifications of the Apartment and car parking space 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 Vendor/Developer. The Vendor/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the law in force 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 Vendor/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

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

7.2 Procedure for taking possession – The Vendor/Developer, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Apartment and car parking space, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor/Developer shall give possession of the Apartment and car parking space to the Allottee/s. The Vendor/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer. The Allottee/s agree(s) to pay the maintenance charges as determined by the Vendor/Developer/association of Allottee/s, as the case may be. The Vendor/Developer on its behalf shall offer the possession to the Allottee/s in writing within 45 (forty five) days of receiving the completion certificate of the Project.

7.3 Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Vendor/Developer as per clause 7.2, the Allottee/s shall take possession of the Apartment and car parking space from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Apartment and car parking space to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee/s – After obtaining the completion certificate and handing over physical possession of the Apartment and car parking space to the Allottee/s, it shall be the responsibility of the Vendor/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee/s – The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Vendor/Developer, the Vendor/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Vendor/Developer to the Allottee/s within 45 days of such cancellation.

7.6 Compensation –

The Vendor/Developer shall compensate the Allottee/s in case of any loss caused to him/her 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 Vendor/Developer fails to complete or is unable to give possession of the Apartment (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 Vendor/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the 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/s does not intend to withdraw from the Project, the Vendor/Developer shall pay the Allottee/s 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 VENDOR/DEVELOPER

The Vendor/Developer hereby represents and warrants to the Allottee/s as follows:

- (i) The Vendor/Developer 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 Vendor/Developer 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 Vendor/Developer 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 Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Vendor/Developer 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 Allottee/s under this Agreement.
- (viii) The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s;
- (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 Vendor/Developer 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 Vendor/Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Vendor/Developer shall be considered under a condition of Default, in the following events:

(i) Vendor/Developer fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

In case of Default by Vendor/Developer under the conditions listed above, Allottee/s is entitled to the following:

(i) Stop making further payments to Vendor/Developer as demanded by the Vendor/Developer. If the Allottee/s stops making payments, the Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor/Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee/s fails to make payments for three consecutive demands made by the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the Apartment in favour of the Allottee/s and refund the amount money paid to Vendor/Developer as the case may

be by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT AND CAR PARKING SPACE

The Vendor/Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment and car parking space together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the completion certificate. However, in case the Allottee/s 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/s authorizes the Vendor/Developer 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 Vendor/Developer is made by the Allottee/s. The Allottee/s 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 Vendor/Developer 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 of the Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT & LIABILITY

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Developer's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from

- (i) misuse
- (ii) unauthorized modifications or repairs done by the Assignee or its nominee/agent
- (iii) case of force majeure
- (iv) failure to maintain the amenities/equipment
- (v) accident and
- (vi) negligent use.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Service Areas: The service areas, if any, as located within the SWAPNONEER, shall be earmarked for purposes and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee/s 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, lift, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s 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 Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior

elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s 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 ALLOTTEE/S

The Allottee/s is entering into this Agreement for the allotment of an Apartment and one car parking space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/s 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 Apartment/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendor/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendor/Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment/Building] 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/s who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

The Vendor/Developer has assured the Allottee/s that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Vendor/Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor/Developer. If the Allottee/s(s) fails to execute and deliver to the Vendor/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendor/Developer, then the Vendor/Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s 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/s that exercise of discretion by the Vendor/Developer in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Vendor/Developer to exercise such discretion in the case of other Allottee/s. Failure on the part of the Vendor/Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in 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 Vendor/Developer through its authorized signatory at the Vendor/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Allottee/s, in Kolkata after the Agreement is duly executed by the Allottee/s and the Vendor/Developer 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.

30. NOTICES

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

ALLOTTEE/S

Name :

Address:

VENDOR REPRESENTED BY ATTORNEY

SRI KALLOL BOSE,

2/2, Khanpur Road, Naktala, P.S. Netaji Nagore, Kolkata 700047, West Bengal.

DEVELOPER

SKY CONSTRUCTION,

2/2, Khanpur Road, Naktala, P.S. Netaji Nagore, Kolkata 700047, West Bengal.

It shall be the duty of the Allottee/s, Vendor, Developer 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 Vendor/Developer or the Allottee/s, as the case may be.

31. JOINT ALLOTTEE/S

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

32. 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.

34. MISCELLANEOUS

(i) STAMP DUTY AND REGISTRATION CHARGES

The charges towards Stamp Duty and Registration fees of Schedule "B" Property shall be paid and borne by the Allottee/s.

(ii) ELECTRICITY: - That the Allottee/s will obtain his/her/their/its own independent electric connection from the W.B.S.E.D.C.L. and the connection charges, security deposit, as well as the electric consumption bill will be paid by the Allottee/s, the Vendor/Developer shall have no responsibility or any liability in this respect. The cost of the main electric meter of the project shall be bourn by all the flat owners in equal proportion.

(iii) RESTRICTIONS: - The Allottee/s agrees and undertakes that the Allottee/s shall not do or permit to be done, any of the following acts: -

a) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

b) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Building Complex or any part thereof or the fittings and fixtures thereto.

c) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendor/Developer and/or their nominee/s differs from their own color scheme.

d) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

e) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.

f) Not to use the said Apartment other than the Residential purpose.

g) Not to encroach upon any portion of the land or building carved out by the Vendor/Developer for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendor/Developer or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Allottee/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.

h) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Allottee/s shall be entitled to fix Air Conditioning equipment in the Apartment without damaging the outer walls of the said complex. All equipment/ machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendor/Developer or the Apartment Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.

i) That the Allottee/s shall not park his/her/their vehicle on the pathways or common areas and open spaces of the building complex.

j) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.

k) That the Allottee/s agrees and undertakes to co-operate with the Vendor/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.

l) That the Allottee/s shall keep the said Apartment/Building Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.

m) That the Allottee/s shall always observe the rules and regulations as framed by the Vendor/Developer and/or the organization/agency/association/holding.

n) That the Allottee/s shall always abide and co-operate in the management and maintenance of the said building complex/project.

SCHEDULE "A" (DESCRIPTION OF THE PROJECT LAND)

ALL THAT 6 Cottahs 15 Chittaks 37 square feet of Bastu Land together with 40 years old one storied building measuring 1000 square feet with net cement flooring comprised in Dag No. 216, Khatian No. 406, Mouza Kamdahari, District South 24-Parganas, ADSR Alipore, Police Station Bansdroni, Post Office Garia, Kolkata 700084 now known and numbered Municipal Premises No. 145, Vivekananda Park, within Municipal limits of Kolkata Municipal Corporation, Ward No. 111, Assessee No. 311112801459, butted and bounded as follows:

ON THE NORTH	- Premises No. V53/3, Vivekananda Park.
ON THE SOUTH	- Premises No. V53/6, Vivekananda Park.
ON THE EAST	- 16.5 feet wide KMC Road.
ON THE WEST	- Other.

SCHEDULE “B”
(DESCRIPTION OF THE APARTMENT/UNIT/FLAT)

ALL That ONE UNIT being an **APARTMENT / RESIDENTIAL FLAT / UNIT BEING: -**

PROJECT	“SWAPNONEER”
FLAT NO.	XXXX
FLOOR	XXXX
FLAT MEASURING RERA CARPET AREA	XXX SQUARE FEET
(BUILT UP AREA)	XXX SQUARE FEET
(SUPER BUILT UP AREA)	XXX SQUARE FEET

TOGETHER with undivided proportionate share in the land on which the said building complex stands more particularly described the **Schedule-“A”** given herein above Together with right to use all the common facilities.

SCHEDULE “C”

(PAYMENT SCHEDULE AND MANNER OF PAYMENT)

The Allottee/s hereby agrees to pay to the Vendor/Developer the Total Price of **Rs. XXXXXXXX (Rupees XXXXXXXXXXXXXXXX Only)** ("Total Price) in the following manner and as per the following schedule/milestones: -

PARAMETERS	AMOUNT (Rs.)
A. Sales Consideration:	Rs. XXXXX
B. Applicable Taxes (GST) @ 5%	Rs. XXXXX
TOTAL PRICE (A+B)	Rs. XXXXX

MILESTONE	PAYMENT SCHEME
On Booking	10% Of Total Consideration + GST
Casting of Ground Floor Roof	15% Of Total Consideration + GST
Casting of First Floor Roof	15% Of Total Consideration + GST
Casting of Second Floor Roof	15% Of Total Consideration + GST
Casting of Third Floor Roof	15% Of Total Consideration + GST
Commencement of Brick Wall	10% Of Total Consideration + GST
Commencement of Inner Plaster Work	5% Of Total Consideration + GST
Commencement of Outer Plaster Work	5% Of Total Consideration + GST
Commencement of Flooring Work	5% Of Total Consideration + GST
On Offer Of Possession of the said Apartment	5% Of Total Consideration + GST

Provided that if the Allottee/s delays in payment towards any amount which is payable, he/she shall/will be liable to pay interest at the rate of 2 (two)% Per Month.

1. The Vendor/Developer has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.

2. In the event the Vendor/Developer is able to complete the construction of the Project before or within the above mentioned timeline, for the purpose of handover of possession, subject to the provisions of the applicable law and terms prescribed under this Agreement, the Vendor/Developer shall intimate the same to the Allottee/s and call upon the same to take possession, on making payment of the balance consideration.

3. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/online transfer/any other instrument drawn in favour of **“SKY CONSTRUCTION”**.

4. For the purpose of remitting funds by the Allottee/s, the following are the particulars of the beneficiary:-

Beneficiary's Name	: SKY CONSTRUCTION
Beneficiary's Account No.	: XXXXXXXX
Bank Name	: XXXXXXXXXX
Branch Name	: XXXXXXXX Branch
IFSC Code	: XXXXXXXX

5. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an account payee cheque/demand draft/ online transfer drawn in favour of **“SKY CONSTRUCTIONop”**.

IN WITNESSES WHEREOF all the Allottee/s and the Attorney of the Vendor and the Authorised Signatory of the Developer in their good health and sound conscious mind hereto sets and subscribed their respective seal and signatures on this **Agreement for Sale** on the day, month and year first above written.

WITNESSES: -

The contents of this document have been gone through and satisfied and understood personally by all the Parties.

1.

ALLOTTEE/S

2.

VENDOR (REPRESENTED BY ATTORNEY)

DEVELOPER