

THIS AGREEMENT FOR SALE made this the day of,
2023

BY AND BETWEEN

MRS. SANGEETA ROY, w/o Mohan Kumar Roy PAN AIRPR3313A,
AADHAAR NO. 2775-0512-3888), BY Nationality Indian, by faith Hindu,
by Occupation Business, residing at Anuradha Apartment, D/621, Lake
Gardens, P.O. lake Gardens, P.S. Lake, Kolkata – 700045, hereinafter
referred to as the **“DEVELOPER”** (which term or expression shall, unless
excluded by or repugnant to the subject or context, be deemed to mean
and include its successors-in-office, and its representatives and assigns)
of the **FIRST PART**

AND

(1)RAISUR RAHMAN PANNO ADFPR2243C, AADHAAR NO 8548 1534 9082 Son of Late Anisur Rahman, residing at 2, Prince Anwar Shah Road, Tollygunge Police Station Charu Market, Kolkata-700033 (2)**AMINUR RAHMAN PANNO** AFWPR6512F, AADHAAR NO 6697 29897581 Son of Late Anisur Rahman, residing at 2, Prince Anwar Shah Road, Police Station Charu Market, Tollygunge Kolkata-700033 (3) **SYED TASNEEM FAZEE**, PANNO- AADPF7071K, AADHAAR NO 8362 3513 7926 Son of Syed Md Umar, residing at 16, R.N.C Road, Tangra, Police Station- Entally, Kolkata 700015 (4) **MARIYA FAZEE PANNO- AATPF7962R** AADHAR-6341 6746 6726 daughter of Syed Tasneem Fazee, residing at Flat no 5D, Block 3, Ekta Oleandar,16,Radhanath Chowdhury Road, Police Station- Entally, Kolkata-700015 (5) **SANIYA FAZEE** PANNO- ACXPF2826J, AADHAAR NO 6582 0227 0224, daughter of Syed Tasneem Fazee, residing at 16, R.N.C Road, Tangra, Police Station- Entally, Kolkata 700015 all (1) to (5) hereinafter Collectively referred to and called as the “**OWNERS** collectively hereinafter referred to as the “**OWNERS**” (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include each of their respective successors-in-office, and its representatives and assigns) of the **SECOND PART**

AND

..... (PAN) (Aadhar), son of, by nationality – Indian, by occupation – business, residing at, hereinafter referred to as the “**ALLOTTEE**” (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his representatives and assigns) of the **THIRD PART**

The OWNER, the DEVELOPER and the ALLOTTEE shall hereafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS :-

- A. By a registered Development Agreement dated 28th July 2021 registered with District Sub –Registrar –III Alipore South 24 Parganas in Book No I, Volume no 1603-2021 page from 172399 to 172438 Being no 160305359 for the year 2021 and Registered Power of Attorney dated 5th August 2021 registered with District Sub –Registrar –III Alipore South 24 Parganas in Book No I, Volume no 1603-2021 page from 170893 to 170913 Being no 160305552 for the year 2021, and thereafter one Registered Power of Attorney dated 5th April 2022 registered with District Sub –Registrar – III Alipore South 24 Parganas in Book no-I, Volume-1603-2022, Pages-201446-201473, Being No- 160305430 for the Year 2022, the Owners have granted and the Developer has acquired absolute and vested right to develop the said land and to carry out the sale and transfer of the Apartment and to collect the entire sale proceeds and to execute the transfer documents and to register the same for and on behalf of the Owners.
- B. The said land is earmarked for the purpose of building of one block of residential cum commercial building complex comprising of multi-storied apartment, parking spaces and other amenities facilities and infrastructure and the project shall be known as **“MANZIL”**.
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which project is to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the sanction to develop the project vide Building Permit No.2023100071 dated 14/07/2023, in respect of the said Land and such building permit is fully valid and in full force and the necessary formalities

thereafter have been duly complied and the Kolkata Municipal Corporation has granted the commencement certificate to develop the project dated 14-07-2023.

- E. The Developer has obtained the final lay out plan, sanctioned plan, specifications and approvals for the Project and also for the apartment building from the said Municipality. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Developer has registered the project under the provisions of the Real Estate Regulation and Development Act 2016 and the Rules framed hereunder with the concerned West Bengal Real Estate Regulatory Authority vide Registration No.
- G. And the Allottees had applied for an apartment in the Project vide Application dated and has been allotted **apartment no.** having **Carpet Area** of **square feet (Built up area square feet of square feet)** and corresponding to **Super Built-Up Area** of **Square Feet** (for the purpose of calculating maintenance charges only), on **floor** in “_____” (“Building”) 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 **A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule - B**;

- H. And the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. And the Developer may in future develop further phases on the land parcels adjacent to Said Land and to get the plans sanctioned or amended and reserve the right to share common infrastructure i.e. driveway and other amenities (if any) with such future phase/phases in terms of Rules under the said Act.
- J. And 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. And 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. And in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers/Owners hereby agree to sell and the Allottee hereby agrees to purchase the Apartment **as specified in paragraph "G"**.

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:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developers/Owners agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment, **as specified in paragraph “G”**.

1.2 The Total Price payable for the Apartment based on the carpet area including the break up thereof is Rs./- as per the following break up :-

PART - I

Block/Tower No.	:
Apartment No.	:
Type	:
Floor	:
Rate of the Apartment (in Rs.)	:
GST Rs.	:
Total Price in words	:

PART – II

1. Towards common area maintenance charges @ Rs. :
per square feet for 12 months
2. Sinking fund (lump sum Rs. :
3. Proportionate cost of generator at actuals. :
3. GST on the above Rs. :
3. Total Rs. :

PART – III

Explanation :-

Total Aggregated Part – I and
Part – II Rs. :

- (i) The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developers, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the Project to the association of Allottees' or the competent authority, as the case may be, after obtaining the building completion certificate; Provided that in case there is any change/

modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change / modification;

Provided further that the total price payable for the apartment as per Schedule – B attached hereto also includes the GST payable by the Allottee, extra charges, in respect of the Apartment shall be increased/reduced on such change/modification.

- (iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developers/Owners within the time and in the manner specified therein. In addition, the Developers/Owners 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.
 - (iv) The Total Price of Apartment includes recovery of price of the said land construction not only the apartment but also of the Common Areas, internal development charges, external development charges, taxes cost for providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 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 government authority and/or any other increase in charges which may be levied or imposed by the competent government authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, charges imposed by the competent government authorities, the Developers/Owners 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 the expiry of the scheduled date of completion of the project as per registration with the Registering 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.

- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule C (Payment Plan).
- 1.5. It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act for the betterment of the project.

- 1.6 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of apartment, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate square feet as agreed in para 1.2 this Agreement.
- 1.7. Subject to para 9.3 the Developers/Owners agree and acknowledge, the Allottee shall have the right to the Apartment as mentioned in Schedule-A2:
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall also have right to use the Common Areas transferred to the association of Allottees'. 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., save in case of allotment of respective car parking space(s) to the Allottees which shall not be capable of disturbance unless

otherwise agreed to by the Allottee and further that without causing any inconvenience or hindrance to them, It is clarified that the Developers/Owners shall hand over the Common Areas to the association of Allottees' after duly obtaining the occupancy certificate or completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the final price of the completed Apartment finished as per specification, morefully mentioned in Schedule D, includes recovery of proportionate price of Said Land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment, as the case may be;

1.8. It is made clear by the Developer and the Allottee 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 underneath the building 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.9. The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which the Developer has collected from the Allottee, 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 payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings collected by the Developer from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the Apartment, 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.

1.10. The Allottee has paid a sum of Rs./-as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C], as may be demanded by the Developer 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 prescribed in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the 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 the Developer payable at the office of the Developer.

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

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 Developer with such permission, approvals which would enable the 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 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.

- 3.1 The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

5. **TIME IS ESSENCE**

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

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

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

7. **POSSESSION OF THE APARTMENT/PLOT**

7.1 **Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31.03.2026 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 agrees that the 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 agrees and confirms that, in the event it

becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Developer, upon obtaining the occupancy 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 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee. In

- case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- 7.6 Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation.
- 7.7 **Compensation** –The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- 7.8 Except for occurrence of a Force Majeure event, if the 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 Developer 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 Developer 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.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

8.1 The Developer hereby represents and warrants to the Allottee as follows:

- (i) The 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 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;

[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The 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 under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession

of the Apartment to the Allottee and the common areas to the Association of the Allottees;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee 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 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.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer 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 Developer shall be liable to refund the entire money paid by the Allottee 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 does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of 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 as may be demanded upon consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT**

10.1 The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the 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 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 Developer is made by the Allottee. The Allottee shall be solely responsible and

liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT

11.1 The 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 allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee 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 Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13.1 The Allottee hereby agrees to purchase the Apartment 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 APARTMENT FOR REPAIRS

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

15. USAGE

15.1 **Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the **RIDDHI SIDDHI SWARNIM**, 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 of allottees formed by the Allottees for rendering maintenance services.

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

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

17.1 The Allottee is entering into this Agreement for the allotment of a Apartment with the full 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 Apartment at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS**

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

19. **DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

20. **APARTMENT OWNERSHIP ACT**

20.1 The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal

Apartment Ownership Act, 1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

22.1 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**

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

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

24.1 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

25.2 Failure on the part of the 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**

26.1 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 maybe, 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**

27.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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 Apartment in the Project.

28. **FURTHER ASSURANCES**

28.1 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**

29.1 The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in after the Agreement is duly executed by the Allottee and the 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

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

(i) _____ (Name of Allottee)
_____ (Allottee Address)

(ii) _____ – Developer

30.2 It shall be the duty of the Allottee and the 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 Developer or the Allottee, as the case maybe.

31. JOINT ALLOTTEES

31.1 That in case there are Joint Allottees all communications shall be sent by the Developer 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.

32. **GOVERNING LAW**

32.1 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**

33.1 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:**

34.1 It is provided and hereby agreed that the extra charges payable as per Schedule B shall be non-refundable. Extra charge does not include the official Mutation Fee demanded by the Municipal Authority which shall be payable by the Allottee separately.

34.2 The Allottee prior to execution of the Sale Deed, nominates his/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place and stead, the Allottee may do so with the permission of the Developer subject to payment of administrative charges @ 2% of the Total Price to the Developer.

- 34.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in Schedule-D and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not be entitled to raise any claim for such variation or even non existence as the case may be.
- 34.4 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank financial institution the Developer/owner 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 Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer/owner 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.
- 34.5 In case payment is made by any third party on behalf of Allottee, the Developer 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 a manner whatsoever and the Developer shall issue the payment receipts in the name of the Allottee only.

- 34.6 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 Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.
- 34.7 Allottee hereby gives consent to the Developer that the Developer shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Sale Deed of the Apartment has been executed the Allottee or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire housing complex is concerned the additional FAR shall be achieved only by way of vertical extension over the existing building. The Allottee agrees that it/he/she shall not object even if the undivided proportionate share in the common area is reduced in consequence of further extension.
- 34.8 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes and covenants not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the

payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 34.9 The right of the Allottee shall remain restricted to his/her/their respective Apartment 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 Apartment or space and/or any other portions of the Project or Complex and in particular the Allottee shall have no right or claim over the residue portions of the larger land meant for further development or sale.
- 34.10 In the event of cancellation of allotment, the balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) after deducting of 10% of total value of flat shall be returned by the Developer to the Allottee without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee if the current Sale Price is less than the Purchase Price. The Allottee shall prior to receipt of refund on the above account from the Developers, at their own costs and expenses, execute all necessary cancellation related documents required by the Developer.
- 34.11 If due to any act, default or omission on the part of the Allottee, the Developer 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 Developers'

such other rights the Allottee shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developers/Owners.

34.12 The Developer will not entertain any request for modification in the internal layouts of the unit of the Blocks. In case the Allottee desires (with prior written permission of the Developer) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment.

For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at his/her sole discretion, the Developers/Owners may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Developers/Owners in writing and that the right of such access may be withdrawn by the Developers/Owners at any time without assigning any reasons.

34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Developer, provided however after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Developers'/Owners' shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent

Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. In case of transfer of the said flat before registration, transfer charges @ 8 per cent of flat unit shall be applicable.

34.14 The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees.

34.15 It is clarified that the defect liability responsibility of the Developers/Owners shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Allottee or Allottee's nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developers/Owners to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase/ wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Developers/Owners shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the

external and internal walls excluding the structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.16 That on and from the date of possession of the said flat/unit/Apartment;

- (a) the Allottee shall a Co-operate in the management and maintenance of the said project.
- (b) Observe, comply and abide by the rules framed from time to time by the Developer/owner and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the Project.
- (c) Pay and bear the proportionate share of the expenses @ Rs. 2 per sq.ft. on super built area to be incurred in common to the Developer/Owner, until formation of the Association including the GST.
- (d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay

interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developers/ Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit/Apartment".
 - ii) to disconnect the water supply
 - iii) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
 - iv) to discontinue the usage of all amenities and facilities provided in the said project” to the Allottee and his/her/their family members/guests
- (e) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Allottee.
- (f) Use the said flat/unit for residential purpose only.
- (g) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever,

unless permitted by Developers or the Association, upon formation, in writing.

- (h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- (i) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- (j) Not to place or cause to be placed any article or object in the common area.
- (k) Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- (l) Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee; otherwise fine of Rs. 100/- per hour shall be charged.
- (m) Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Developers) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the Project.

- (n) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other allottees and/or occupiers of the Project.
- (o) Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said flat and/or any other flat in the Project.
- (p) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developers / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developers/Association may affect the elevation in respect of the exterior walls of the said building.
- (q) Not to use the said Flat/Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre,

Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- (r) Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- (s) Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- (t) Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of sale deed for the said flat / unit in favour of the Allottee.
- (u) Any other covered / enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Developer/ Association as the case

may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

- (v) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developers and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, to pay for, in case of exclusive use of electricity charges, as may be fixed or determined by the Developer/ Association from time to time.
- (w) To ensure that all interior work of furniture, fixtures and furnishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.
- (x) It is expressly clarified and agreed that there are certain commercial and/or semi-commercial Apartments and/or Units at the lower level of the Tower with the corridor, path or passage and lift to be commonly used or criss-crossing therefore, the Allottees shall take utmost care and restraint while using such common paths, passages so as not to cause inconvenience by one segment to the other.

35. **SPECIAL RIGHTS & BENEFITS RESERVED UNTO THE DEVELOPER:**

- 35.1 It is agreed by the Purchaser that the Developer reserves unto itself or in favour of its associates or nominees the following various rights and benefits at the said premises and/or the said housing complex notwithstanding the sale of the said unit and/or the undivided share in the portion of land lying beneath the building and common areas to the Purchaser and also notwithstanding the handing over of the maintenance to the association or maintenance company. Such rights and benefits reserved unto the Developer are fully agreed and consented to by the Purchaser hereby and the Purchaser undertakes not to infringe or object to such rights and benefits reserved unto the Developer hereunder.
- 35.2 The Developer reserves the right to make vertical and/or horizontal exploitation of the said premises by constructing upon the existing building and/or by extending the building and/or in the open areas of the roof or the compound without infringing upon the ultimate convenience of the flat purchasers/Allottees and the declared common areas save that in case of vertical construction being undertaken, the 50% demarcated portion of the ultimate roof will be deemed as common and the Purchaser consents and covenants not to raise objection and /or create obstruction on the ground of temporary inconvenience being faced during the course of such construction or exploitation.
- 35.3 In case of any duplex Apartment being built part of the roof terrace would be allotted to the Allottee of such multi-level Apartment to which the Allottee shall not have right to object or to oppose.
- 35.4 The Developer shall have the absolute right to allot the Car Parking Spaces as are made available at the Project by way of realignment of surplus open or covered areas in perpetuity to the Allottees and

the scheme of such allotment shall not be subject to any challenge or objection by the Allottees.

35.5 The Allottee and/or Allottees hereby nominate constitute and appoint the Developer as their duly authorized Constituted Attorney for the purpose of obtaining modification, extension, amendment, rectification and/or regularization of the building permit and/or sanctioned plan and for the said purpose to obtain all the necessary permissions, clearances, no objection, from the different Authorities as may be required and the Allottee hereby consents to the same and shall not cause any objection and/or revocation of such Power of Attorney and the Developer hereby accepts such power as if given hereunder by a specific instrument in that regard.

35.6 The Developer shall be entitled to sell or transfer certain Apartments together with open Balcony or open terrace attached thereto by way of the extension of the Apartments without any objection from the Allottee.

35.7 The Developer shall retain a portion of the Roof of the Tower as demarcated for housing and/or installing outer units of split Air Conditioner and/or Antenna Towers.

35.8 It is clearly understood that the Developer is granting permissive right on perpetual and transferable basis for parking of vehicles to the Allottees and not by way of absolute sale.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the

presence of attesting witness, signing as such on the day first above written

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEES

WITNESSES:-

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

SCHEDULE 'I'

(Said Land)

All That piece and parcel of homestead land physically measuring about 7 Cottahs 7.5 Chittaks be the same or a little more or less, together with a very old and dilapidate residential building structure, lying and situated at Touzi No. 2833, Dihi Panchannagram, Division 'C', Sub-division 'S', Mouza Kankulia, Pargana Khaspur and being known and identified as KMC Premises No. 4C, Prince Anwar Shah Road, under the jurisdiction of Police Station Charu Market and Post Office Tollygunge within KMC Ward No. 89 Kolkata-700033 butted and bounded as follows:

On the North:	Tank
On the South:	Prince Anwar Shah Road
On the East:	Municipal Drain
On the West:	Part of Premises 2, Prince Anwar Shah Road

SCHEDULE 'II'

(Title of the Said Land)

- A. A. That as per the Final Decree of partition vide Title suit, no. 88 of 1962 in the Court of third Sub-Ordinate Judge at Alipore between Manzilat Ara Begum – Versus – Moqbal Alam & Others Decree passed by this Court on 26th day of June, 1968, Munzilat Ara Begum became the owner of 1/7th share of property by virtue of Deed of Gift in the year of 1957, she also purchased 1/7th share from another co-owner Sariyar Alam by a Conveyance dated 29-01-1959 registered at the office of the District Registrar Alipore and she also purchased another 1/7th share from another co-owner Md. Sayed Noor Alam by a another Conveyance dated 08-01-1963 registered at the office of Sub Registrar Alipore and after that she become the owner of 3/7th share having aggregate measurement of 7 Cottahs 7.5 Chittaks of the above mentioned property now known and identified as Premises No.4C, Prince Anwar Shah Road, Tollygunge under Police Station – Charu Market, Kolkata 700033;
- B. That Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulat Ara Begum) **wife of Anisur Rahaman** herein became the lawful owner and is fully seized, possessed and otherwise well and sufficiently entitled to **All That** piece and parcel of homestead land physically measuring about 7 Cottahs 7.5 Chittacks be the same or a little more or less, together with a very old and dilapidate residential building structure, lying and situated at Touzi No. 2833, Dihi Panchannagram, Division 'C', Sub-division 'S', Mouza Kankulia, Pargana Khaspur and being known and

- identified as KMC Premises No. 4C, Prince Anwar Shah Road, under the jurisdiction of Police Station Charu Market and Post Office Tollygunge within KMC Ward No. 89 Kolkata-700033(hereinafter referred to as the “**Said Property**”).
- C. By a registered Development Agreement dated 28th July 2021 registered with District Sub –Registrar –III Alipore South 24 Parganas in Book No I, Volume no 1603-2021 page from 172399 to 172438 Being no 160305359 for the year 2021 **Mrs. MANZILAT ARA BEGUM** (alias Manjula Ara Begum alias Manjulata Ara Begum) as owner executed the said Development Agreement with Mrs. SANGEETA ROY Sole Proprietor “RAMS NIKET” in respect **All That** piece and parcel of homestead land physically measuring about 7 Cottahs 7.5 Chittacks be the same or a little more or less, together with a very old and dilapidate residential building structure, lying and situated at Touzi No. 2833, Dihi Panchannagram, Division ‘C’, Sub-division ‘S’, Mouza Kankulia, Pargana Khaspur and being known and identified as KMC Premises No. 4C, Prince Anwar Shah Road, under the jurisdiction of Police Station Charu Market and Post Office Tollygunge within KMC Ward No. 89 Kolkata-700033(hereinafter referred to as the “**Said Property**”). On the terms and condition contained therein;
- D. Thereafter by Registered Power of Attorney dated 5th August 2021 registered with District Sub –Registrar –III Alipore South 24 Parganas in Book No I, Volume no 1603-2021 page from 170893 to 170913 Being no 160305552 for the year 2021 **Mrs. MANZILAT ARA BEGUM** (alias Manjula Ara Begum alias Manjulata Ara Begum) granted development Power of Attorney and other ancillary powers mentioned therein in respect **All That** piece and parcel of homestead land physically measuring about 7 Cottahs 7.5 Chittacks be the same or a little more or less, together with a very old and dilapidate residential building structure, lying and situated at Touzi No. 2833, Dihi Panchannagram, Division ‘C’, Sub-division ‘S’, Mouza Kankulia, Pargana Khaspur and being known and identified as KMC Premises No. 4C, Prince Anwar Shah Road, under the jurisdiction of Police Station Charu Market and Post Office Tollygunge within KMC Ward No. 89 Kolkata-700033(hereinafter referred to as the “**Said Property**”) unto and in favour of Mrs. SANGEETA ROY
- E. The said Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum) died intestate on 21st December 2021, leaving behind her two Sons (1) Raisur Rahman (2) Aminur Rahman and one daughter Shaina Fazee as the legal heirs and heiress of the said deceased and they jointly became the absolute owners of the said Property morefully described in the Schedule herein below (hereinafter referred to as the “**Said Property**”) of Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum);

- F. Be it mention that the said Anisur Rahaman husband of Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum) predeceased her wife and died intestate on 6th July 2006;
- G. The said Shaina Fazeer daughter of Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum) now deceased died intestate on 11th January 2022 leaving behind her husband Syed Tasneem Fazeer, and Two daughters (1) Mariya Fazeer (2) Saniya Fazeer as the legal heirs and heiress of the said deceased and they jointly inherited the share of Shaina Fazeer now deceased in the said property
- K That at present (1) Raisur Rahman (2) Aminur Rahman Legal Heirs Of Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum) now deceased and (3) Syed Tasneem Fazeer, (4) Mariya Fazeer (5) Saniya Fazeer (ALL 3 TO 5) legal heirs and heiress of Shaina Fazeer now deceased are the absolute **“OWNERS of All That** piece and parcel of homestead land physically measuring about 7 Cottahs 7.5 Chittacks be the same or a little more or less, together with a very old and dilapidated residential building structure, lying and situated at Touzi No. 2833, Dihi Panchannagram, Division ‘C’, Sub-division ‘S’, Mouza Kankulia, Pargana Khaspur and being known and identified as KMC Premises No. 4C, Prince Anwar Shah Road, under the jurisdiction of Police Station Charu Market and Post Office Tollygunge within KMC Ward No. 89 Kolkata-700033 more fully described in the Schedule herein below (hereinafter referred to as the **“Said Property”**) as per our shares depicted in the Faraznama and the Shares of Faraznama are as follows:-

S.I	Name of the Owners	Share in the Said Property
1	Raisur Rahman	40.5%
2	Aminur Rahman	40.5%
3	Syed Tasneem Fazeer,	5.00%
4	Maria Fazeer,	7.00%
5	Saniya Fazeer	7.00%

- L Thus after the death of said Mrs. MANZILAT ARA BEGUM (alias Manjula Ara Begum alias Manjulata Ara Begum) on 21st December 2021 it has become expedient and /or necessary to issue a new Power of Attorney

relating to the said Development Agreement **as defined in Clause C hereinabove** and so the above named “**OWNERS/ GRANTORS** do each of them hereby and hereunder nominate, constitute and appoint **Mrs. SANGEETA ROY W/O MOHAN KUMAR ROY** (PAN:AIRPR3313A, Aadhar-2775 0512 3888) by nationality Indian, by faith Hindu, by occupation- Business residing at Anuradha Apartment, D/621, Lake Gardens, P.O. Lake Gardens, P.S. Lake Kolkata-700045, as their true and lawful **Constituted Attorney** in their name and on their behalf to do, executed and perform or caused to be done, executed and performed all or any of the following acts, deeds and things:-

- B. The Owners are the full and absolute Owners of the municipal premises No.4C, PRINCE ANWAR SHAH ROAD, Police Station – CHARU MARKET, Kolkata – 700045, situated within Ward No. 89 of the Kolkata Municipal Corporation admeasuring 7cottahs & 7.5 chittaks more or less more specifically described under the First Schedule hereunder written, hereinafter referred as the said Premises.
- E. While in physical possession of the said premises on absolute ownership basis and paying the upto date municipal rates and taxes, the Owners have got a plan sanctioned by the Kolkata Municipal Corporation in respect of the said premises being Building Permit No.2023100071 dated 14/07/23 for construction of a multi-storied housing complex comprising of two blocks of new building of ground plus four stories each block.

SCHEDULE 'A'
(Said Apartment)

Residential Apartment/Unit No. on the Floor of Block I having super built-up area (for the purpose of calculating maintenance charges only) square feet, more or less corresponding to carpet area square feet more or less with right to park a car 1(One) covered or open or multi level car parking space as may be allotted in due course comprised in the building named “MANZIL”, constructed on

Said Premises, described in the Schedule - A above together with undivided proportionate share of the land underneath the building block together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the Project.

SCHEDULE 'B'

Floor plan attached hereto

SCHEDULE 'C'

Part - I

(Price)

Price for the Apartment- Rs/-

Extra Charges & Deposits Rs./-

G.S.T. & other applicable tax Rs./-

Total Price Rs./-

Maintenance Deposit at the time of handover: Rs./-

Part - II

Installment of payment

Sl.No.	Particulars	Flat Charges	
1.	On allotment (Application)	11% of Total Consideration + GST	
2.	On execution of agreement for sale	10% of Total Consideration + GST	
3.	On completion of Foundation	7% of Total Consideration + GST	
4.	On completion of Ground floor Deck Level	7% of Total Consideration + GST	
5.	On completion of 1 ST Floor Casting	7% of Total Consideration + GST	
6.	On completion of 2 ND Floor Casting	7% of Total Consideration + GST	
7.	On completion of 3 RD Floor Casting	7% of Total Consideration + GST	
8.	On completion of 4 th Floor Casting	7% of Total Consideration + GST	
9.	On completion of 5 th Floor Casting	7% of Total Consideration + GST	
10.	On Brick Work	5% of Total Consideration + GST	
11.	On Plaster	5% of Total Consideration + GST	
12.	On Plaster outside	5% of Total Consideration + GST	
13.	On flooring	5% of Total Consideration + GST	

14.	On electrical fittings	5% of Total Consideration + GST	
16.	On possession and final handover	5% of Total Consideration + GST	

SCHEDULE 'D'
(SPECIFICATIONS)

1. Foundation: R.C. foundation with columns;
2. Structure: R.C. Columns beams and R.C. slabs;
3. Walls & Ceiling: 200 mm thick external brick walls and 125/75 mm thick internal walls with cement and mixtures, inside walls, staircase will be plaster of Paris finished. Exterior wall will have a damp proof treatment;
4. Flooring: Vitrified tiles flooring in bedrooms, living/dining hall, kitchen, toilets, veranda and Kota Stone or similar in staircase;
5. Doors: Internal flush doors with fittings, Main door 30 mm thick with one side polished with night latch/Godrej lock or similar brand. Door frames will be of good quality wood.
6. Windows: Aluminium with sliding shutters and glass glazing;
7. Toilet: (Fittings) European commode, cistern and wash basin. Hot and cold concealed water lines, bib cocks etc. of Essco or equivalent fittings and fixtures (Wall will be glazed/marble tiled finished up to door height);

8. Kitchen: Marble/Granite slab on cooking platform along with stainless steel sink. Glazed tiles will be fixed up to suitable height.
9. Electrical: Concealed conduit piping with copper wiring of ISI grade;
 - a) 2 Nos. light points, 1 No. fan point and 3 Nos. 5 amp sockets, for air conditioner point with switchboard having provisions of setting regulator in each room;
 - b) Drawing/Dining Hall shall have 3 Nos. light points, 2 Nos. fan points, 3 Nos. 5 amp points, one telephone point, one cable TV connection and one 15 amp for air conditioner;
 - c) Kitchen shall have 1 Nos. light points, one exhaust fan point and 4 No. 15 amp point for Chimney, Mixer, Aqua guard and Fridge;
 - d) Toilets shall have 2 Nos. light points, one No. geyser point, One no. Exhaust Point and 1 No. 5 amp socket point;
 - e) Balcony One No. Light Point and One no. 15 amp Washing Machine Point;
 - e) Staircase shall have one light point in each landing area;
 - f) 1 calling bell point in each flat.
10. Lift: Two passengers' elevator and One Service Elevator of reputed make in each Tower.

SCHEDULE 'E'
(COMMON AREAS, AMENITIES & FACILITIES)
(FOR THE PROJECT)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways,
2. Drains and sewers from the premises to the municipal duct,
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises,
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises,
5. Boundary walls of the premises including outer side of the walls of the building and main gates,
6. Water pump and motor with installation and room therefore,
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations,
8. Transformer, Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are stalled for any particular unit) and spaces required therefore,
9. Backup Generator, its installation and its allied accessories and spaces required therefore,
10. Windows/doors and other fittings of the common area of the premises,
11. Lifts and its accessories, installations and spaces required therefore,
12. Fire extinguisher.

13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the units and as are specified by the Developer expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or spaces including the open or covered terraces which can always be used or allowed as appurtenant to any particular Apartment or Apartments for exclusive use.