

ANNEXURE 'A'  
[See rule 9]  
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this \_\_\_\_\_  
day of \_\_\_\_\_ Two Thousand Twenty Three (2023)

**BY AND BETWEEN**

1. Sri. Ajay Gope S/O Sri Adhir Gope, residing at Vill+Post - Arrah,Kanksa, Durgapur-713212,Paschim Bardhaman hereinafter referred to as the LAND OWNER of 'Schedule A' land (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and/or assigns)
2. Sri Bimal Gope S/O Sri Adhir Gope, residing at Vill+Post - Arrah,Kanksa, Durgapur-713212,Paschim Bardhaman hereinafter referred to as the LAND OWNER OF "Schedule A" land (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the of the **FIRST PART.**
3. Sri Mantoo Gope S/O Late Praffula Gope, residing at B-14/6,Shree Pally,Arrah,Kanksa,Durgapur - 713212,Paschim Bardhaman
4. Sri Jagat Gope S/O Late Praffula Gope, residing at B-14/6,Shree Pally,Arrah,Kanksa,Durgapur - 713212,Paschim Bardhaman
5. Khalek Mandal S/O Ataur Rahaman Mandal, residing at Ausabandi,Nohari, Garbeta, Paschim Midnapore, Pin - 721121

Agreement for Sale [Manishika Developers Pvt Ltd]

MANISHIKA DEVELOPERS PVT. LTD.

*Chandana Sarkar*

Director

**Manishika Developers Pvt. Ltd.** a company incorporated under the provisions of the Companies Act, 1956 having its registered office at B-19 Ambedkar Sarani, City Center, Durgapur-12, West Bengal represented by its director **Smt. Chandana Sarkar** W/o Sri Gour Chandra Sarkar residing at B-19, Ambedkar Sarani, City Centre, Durgapur-713216 hereinafter referred to as the **DEVELOPER Of over land of "Schedule A"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the of the **SECOND PART.**

{If the Allotted is a company}

(CIN no ..... ) A company incorporated under the provisions of the Companies Act 2013. (Central Act 2013). having its registered office at ..... , (PAN ..... ) represented by the authorized signatory ..... (Aadhar no ..... ) duly authorized vide board resolution dated ..... hereinafter referred to as the "Allotted" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators and permitted assignees).

{OR}

{If the allotted is a Directorship}

..... a partnership firm registered under the Indian directorship section 165 of companies Act, 2013, having its principal place of business at ..... (PAN ..... ) Represented by its authorized director ..... (Aadhar no ..... ) authorized vide ..... Hereinafter referred to as the "Allotted" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, executors, administrators and permitted assignees, including those of the respective partners).

{OR}

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*Chandana Sarkar*  
Director

WHEREAS:

- i. SAID PREMISES shall mean and include All That piece or parcel of Land measuring an area of 48 decimal be the same a little more or less, appertaining R.S. Plot No. 1566, corresponding to L. R. Plot No. 1657 comprised in Khatian No. 4963, 4964, 5125, 5126 and 5246 (one man one khatian) J. L. No. 91, situated within Mouza- Arrah, Police Station: Kanksha, Additional District Sub Registration Office Durgapur, Malandighi Gram panchayet, Durgapur, District- Paschim Burdwan, particularly mentioned and described in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall include the Building thereon.
- A. The said Land is earmarked for the purpose of building a residential purpose project, comprising G+6 multistoried apartment building and the said Project shall be known as "MANISHIKA APARTMENT". Provided that where land is earmarked for any institutional development the same shall be used for those purpose only and no commercial /residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- C. The Malandighi Gram Panchyat Vide-Building Sanction No. MGP/1593/2023 of 2023 for G+VI Storey in respect of the said land and such building permit is fully valid and in full force and the necessary formalities thereafter have duly complied by the Promoter.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment building from the said Gram Panchyat. The Promoter agrees and undertakes that it shall not make any changes to these

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approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

- E. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No.....
- F. The Allottees had applied for an apartment in the Project vide Application dated ..... and has been allotted apartment no. .... having Carpet Area of ..... sqft (Built up area of ..... sqft) and corresponding to Super Built-Up Area of ..... Sqft, on ..... floor, along with Garrage / Covered Parking No \_\_\_\_\_, admeasuring \_\_\_\_\_ sqft in "MANISHIKA APARTMENT" ("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 (herein after referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the Apartment is annexed here to and marked as  
Schedule B)

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Director

- G. And the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed here in.
- H. And the Promoter may in future develop further phases on the land parcels adjacent to Said Land and to get the plans sanctioned or a mended and reserve the right to share common infrastructure i.e. drive way and other amenities (if any) with such future phase/phases in terms of Rules under the said Act.
- I. And the Parties here by confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. 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;
- K. And in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters/Owners hereby agree to sell and the Allottee here by agree to purchase the Apartment and the Garage/Covered Parking (if applicable) as specified in para G;

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Director

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 Promoters/Owners agree to sell to the Allottee and the Allottee here by agrees to purchase, the Apartment, as specified in para G.

1.2 The Total Price payable for the Apartment based on the carpet area including the breakup thereof is Rs...../- (Rupees \_\_\_\_\_ only) ("Total Price") as per the following breakup:

Apartment no	Rate of Apartment per square feet
Type .....	
Floor .....	
Total price (in rupees )	

Provided breakup of the amounts such of apartment cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, and maintenance charges as per para II etc, if/as applicable.

{AND}{if/as applicable

Garage /Covered Parking 1	Price for 1
Garage /Covered Parking 2	Price for 2
Total Price (in rupees)	

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*Chandana Sarka*

Director

**Explanation:**

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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 Promoters), up to the date of handing over the possession of the apartment to the Allottee.

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

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- (iii) The Promoter 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 Promoters/Owners within the time and in the manner specified there in. In addition, the Promoters/Owners shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications to get her 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 here by 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 Promoter under take sand agrees that while raising a demand on the Allottee for increase in development charges, cost, charges imposed by the competent government authorities, the Promoters/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

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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 The Promoter may allow, at its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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Director

- 1.6 It is agreed that the Promoter 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 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 Promoter may make such minor additions or alterations as maybe required by the Allottee, or such minor Changes or alterations as per the provisions of the Act for the betterment of the project.
- 1.7 The Promoter 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 Promoter. If there is reduction in the carpet area then the Promoter 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 Promoter 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 para1.2 of this Agreement.

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Director

1.8 Subject to para 9.3 the Promoters/Owners agree and acknowledge, the Allottee shall have the right to the **MANISHIKA APARTMENT** as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate in the Common Areas. Since the share interest of Allottee in the Common Areas is Undivided and cannot be divided or separated the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., 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 Promoters/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;

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Director



- (iii) That the computation of the final price of the completed Apartment finished as per specification, more fully 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 with in 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;

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land 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 **according to the concerned Act, Rules, regulations and byelaws in respect thereof.**

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Director

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely **MANISHIKA APARTMENT** shall not form a part of the declaration to be filed with **The Malandighi Gram Panchyat** in accordance with the **West Bengal Real Estate Regulatory Authority**.

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which the Promoter has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, Gram Panchyat 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 Promoter fails to pay all or any of the outgoing collected by the Promoter from the Allottee or any liability, mortgage loan and interest there on before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoing 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 there for by such authority or person.

1.12 The Allottee has paid a sum of Rs. ....../- (Rupees \_\_\_\_\_ only) 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 Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C], as maybe demanded by the Promoter within the time and in the manner specified therein.

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Chandane Sarkar

Director



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 Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, 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 **MANISHIKA DEVELOPERS PVT LTD** payable at Durgapur.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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.

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**MANISHIKA DEVELOPERS PVT. LTD.**

*Chavelana Sarkar*

Director



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

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

**5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter 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

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Director

the Promoter as provided in Schedule C("Payment Plan")

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, lay out a plan which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the 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 Promoter shall constitute a material breach of the Agreement.

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

**7.1 Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31.12.2025 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

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*Chandana Sarkar*  
Director



Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of them oney paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, 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 Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ 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 Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of

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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 Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case maybe, 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:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit of the booking of the total amount of the consideration money, interest and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation** - The Promoter 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.

Except for occurrence of a Force Majeure event, if the promoter 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

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developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 90 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 Promoter 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 PROMOTER**

The Promoter here by represents and warrants to the Allottee as follows:

- (i) The Promoter 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [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

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Director

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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created here in, may prejudicially be affected;
- (vii) The Promoter has not entered in to 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

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Director



- (viii) The Promoter confirms that the Promoter 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 Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nominee or has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government all 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas has been handed over to the Allottee and the association of Allottees or the competent authority as the case may be;
- (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 Promoter in respect of the said Land and/or the Project.

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*Chandana Sarkar*  
Director

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter 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 including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter'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 there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee shall 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 Promoter 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 Ninety days of receiving the termination notice:

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Director



**10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, 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 Promoter to withhold registration of the conveyancedeed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter 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**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service so many other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five)years by the Allottee from the date of

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Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest there at 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 \_\_\_\_\_ consecutive demands made by the Promoter 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 promoter 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 Promoter in this regard, the Promoter 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 there upon stand terminated.

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handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter'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**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or 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**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking 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.

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**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, also cated within the **MANISHIKA APARTMENT**, shall beear marked for purposes such as parking space sand 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 there to 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 under takes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the

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Face/façade 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 the electric load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering in to 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 carryout, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demand sand repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the

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Building plan has been approved by the competent authority (ies)  
except for as provided in the Act.

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

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

**20. THE WEST BENGAL APARTMENT OWNERSHIP ACT, 1972**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 (West Bengal Act No. XVI of 1972). The Promoters showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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

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intimated by the Promoter, then the Promoter 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 what so ever.

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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 maybe.

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties here to that all the provisions contained herein and the obligations arising here under 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.

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

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

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

**26. SEVERABILITY**

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

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

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

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Director

The same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of the entire Apartment 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 here in or to confirm or perfect any right to be created or transferred he reunder or pursuant to any such transaction.

#### 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon it execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Durgapur.

#### 30. NOTICES

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

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Director

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

Manishika Developers Pvt.Ltd. – (Promoter Name)  
B/19, Ambedkar Sarani, City Centre, Durgapur-  
713216. (Promoter Address)

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

### **31. JOINT ALLOTTEES**

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

### **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 there of 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.

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Director



**WITNESSES:-**

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

**SCHEDULE 'A'**

**(Description of the Apartment and Covered Garage)**

Flat No	: 2G3
Block	: Manishika Apatment
Flat Type	: 3BHK
Carpet Area	: 647.86 sq.ft.
Balcony	: 63.58 sq.ft.
Built up Area	: 805.92 sq.ft
Super Built Area	: 1080 sq ft
Parking	: 135 sq ft

**BUTTED AND BOUNDED BY:**

On the North	: Building of Pranab Das & R. Show.
On the South	: 12ft wide kachcha road.
On the East	: Plot no 1565 of Smt. Sandhya Das.
On the West	: 25 ft. approx wide kachcha road.

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Director

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*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

**IN WITNESS WHERE OF** parties herein above named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written

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

Please affix  
Photograph and  
sign across the  
Photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEES**

Please affix  
Photograph and  
sign across the  
Photograph

**MANISHIKA DEVELOPERS PVT. LTD.**  
*Chandana Sarkar*  
Director ..

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**SCHEDULE 'B'**  
**(Payment Plan)**

Sl. No.	Plan for Payment	Instalment in %
1.	On Booking/Application	5%
2.	On Allotment/agreement	10%
3.	On Completion of foundation	10%
4.	On Completion of 1st floor casting	10%
5.	On Completion of 2nd floor casting	10%
6.	On Completion of 3rd floor casting	10%
7.	On Completion of 4th floor casting	10%
8.	On Completion of 5th floor casting	10%
9.	On Completion of 6th floor casting	5%
10.	On Completion of Brickwork	5%
11.	On Completion of Plaster	5%
12.	On Possession	100%
<b>Total</b>		

**SCHEDULE 'C' (SPECIFICATIONS)**

Foundation	Stone Column /(raft foundation) Isolated Footings with the Beam Connecting the columns .
Structure	RCC Framed Structure foundation.
Roof	RCC Slab with proper Water Proofing Treatment.
Wall	All the exterior brick wall is 200 mm thick and interior brick wall will be 125 mm/75 mm thick with blocks of approved quality
Wall Finish	Plaster of Paris on Internal Walls.
Floor	Ceramic/Vitrified Tiles in all Bed Rooms, Living cum Dinning, Kitchen and Balconies.
Doors	Door frame made of Wooden, all doors are Solid Core Flush Doors with ISI made Fittings.
Window	Anodized Aluminum Window.
Sanitary	Tiles in Toilet Floor, standard Glazed Tiles on the wall up to the door height. And C.P. Fittings concealed plumbing and UPVC pipe work as per requirement.
Kitchen	Kitchen Platform made of Granite, Tiles up to the height of 2 (two) feet above the cooking Platform, stainless Steel Sink.
Electrical	Concealed Wiring and Points in all Rooms, Kitchen, Toilets, Balcony (range 30-35 points) using standard quality conductors, Plug Points in all Rooms, Kitchen, Toilets etc TV and Telephone outlet in Living Room. (ISI Marked) 'Solar system lights at common areas, intercom (power back-up through generator). A.C point in Master bedroom & on Guest Room.
Lift	Modern 24 (twenty four) hours service semi Automatic Lift Service With intercom
Fire Protection	Fire Extinguishing Equipment at Common Space.

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*Chandana Sarkar*

**Director**



## Part-II

### (Common Areas & Installations-common to the Co-owners)

1. Paths passages and driveways in the premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.
2. Staircases, lobby and landings of marble/Kota stones of any description flooring having windows with standard section of aluminum and glass panes with stair cover on the ultimate roof.
3. Electric Sub-Station with transformer, control panels and the accessories and wirings and the space required there for.
4. Electrical wiring and fittings and fixtures for the common areas and installations including staircases, lobby and landings and operating the lifts.
5. Electrical installations with main switch and meter and space required there for.
6. Two lift for Six and four passengers with all machineries accessories and equipments including lift machine rooms) and lifts wells for installing the same.
7. Fire fighting equipments including common water reservoir tank and pump.
8. Water pump with electric motor and sump pump with motor.
9. Overhead water tank and underground common water reservoir with distribution pipes from the overhead water tank connecting to different Units, if any, and from the common underground water reservoir and water filtration plant if required to the over-head water tank.
10. Water waste and sewage evacuation pipes, if any, from all or any of the Unit to drains and sewers common to the building.
11. Drains and sewers from the building to the Panchayet drain.
12. Stand by common diesel generator set and space required there for.
13. Common security Room and caretaker Room in the ground floor of the building.
14. Entrances with gates to the said premises.
15. Boundary wall to the said premises.
16. CCTV camera Vigilance will be provided on the entrance.

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*Chandana Sarkar*

Director