

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) executed on the _____ day of _____, 2024,

By and Between

1. SRI PRAHLAD ROY GOENKA, [PAN No. ADXPG9161A] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality –Indian, residing at 159, RabindraSarani,

Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, **2.SMT. POOJA GOENKA**[PAN No. **ANBPK4750F**] wife of Sri. Gagan Goenka, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 21/1, Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata – 700019, **3.GAGAN GOENKA HUF** represented by **KARTA, SRI. GAGAN GOENKA, [PAN No. AHCPG6839N]** son of Sri. Prahlad Roy Goenka, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 21/1, Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata – 700019, **4.SMT. NIRMALA DEVI GOENKA**[PAN No. **AEAPG1656G**] wife of Sri. Prahlad Roy Goenka, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at 21/1 Mandeville Gardens, Ballygunj, Police Station - Gariahat, Kolkata – 700019 and **5.SRI. GAGAN GOENKA**[PAN No. **AHCPG6839N**] son of Prahlad Roy Goenka, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 21/1 Mandeville Gardens, Ballygunj, Police Station – Gariahat, Kolkata – 700019, hereinafter jointly called and referred to as the **“OWNERS”** (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Owners herein are represented by their **Constituted Attorney** namely **SRI. PRAHLAD ROY GOENKA**[PAN No. **ADXP9161A**] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, by virtue of a Power of Attorney dated 06.09.2022, registered in the office of the A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Pages from 373888 to 373911, being No.190210583 for the year 2022.

AND

ONKAR GROUP, a proprietorship firm having its registered office at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, represented by its proprietor namely **SRI. PRAHLAD ROY GOENKA**[PAN No. **ADXP9161A**] son of Late Onkar Mal Goenka, by Faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at 159, RabindraSarani, Burrabazaar, Police Station - Burrabazar, Kolkata – 700007, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless otherwise excluded by or repugnant to

the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____

_____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

[please insert details of other allottee(s), in case of more than one allottee]

The Developer and allottee shall hereinafter collectively by referred to as the "parties" and individually as a "Party".

WHEREAS:

- A. The above mentioned Owners hereinseized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 687.70 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 801, 904, 905, 908, 915, 916, 922, 923, 924, 925, 926, 934, 936, 937, 944 and 946 under L.R. Khatian Nos. 105857, 10585, 10587, 10588, 10589, 10590, 10591, 10592

and 10593, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman(more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

- B. The Owners and the Developer herein have entered into Development Agreement dated 22nd September, 2023, registered in the office of the Additional District Sub-Registrar, Kulti and recorded in Book No. I, Volume No. 2306-2023, Pages from 166853 to 166904, being No. 230609272 for the year 2023, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein. Further, the Owners herein appointed the Developer herein as his Constituted Attorney by virtue of a Development Power of Attorney after Registered Development Agreement dated 06.09.2022, registered in the office of the A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Pages from 373888 to 373911, being No.190210583 for the year 2022 according to the terms and conditions contained therein.
- C. The said premises is earmarked for the purpose of building residential project, comprising of a multistoried buildings for Phase-I over the landed property being **ALL THAT** piece and parcel of land measuring 189 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 915, 916, 923, 922 and 937 under L.R. Khatian Nos. 10590, 10593, 10589 and 10588, J.L. No. 119 in Mouja - Bhiringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman(more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE B (PART-III)** hereunder written and/or given and hereinafter referred to as the **PREMISES**) and the said project shall be known as '**ONKAR BLISS**'.

- D. 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;
- E. Durgapur Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated _____.
- F. The Developer has obtained the final layout plan approvals for the Project from the Durgapur Municipal Corporation vide **Sanction Building Plan No. CB/N347/16, dated 11/06/2021**. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ no _____ ;
- H. The Allottee had applied for an apartment in the Project and has been allotted Apartment No. _____ having carpet area of _____ square feet, type _____, no _____ floor in building along with garage / closed parking no. _____ ad measuring _____ square feet in the _____ [Please insert the location of the Open/Covered/Mechanical], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- J. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
- 1.1. The Title of the Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
 - 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
 - 1.3. The Carpet Area of the Said Apartment;
 - 1.4. The Specifications and common Portions of the Project;
 - 1.5. The respective rights interest and entitlements of the Developer and the Allottees under this Agreement for Sale.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph J;

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

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph J;

The Total Price for the Apartment based on the carpet area of.....sq. ft.excluding (balcony area having carpet area.....sq. ft.), is Rs. _____ (Rupees _____ only ("Total Price") (total super build up areasq. ft.) (Give break up and description):

Block / Building / Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Open/Covered/Mechanical Parking – 1	Price for 1
Open/Covered/Mechanical Parking – 2	Price for 2

Explanation:

- (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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Apartment;

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

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

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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.

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

The Builder having agreed to construct erect and complete the Said Building in terms of what has been herein provided the Unit-Owner has agreed to contribute and pay to the Builder agreed consideration of, (hereinafter called the Construction Cost), to be paid in the manner as appearing in the Fifth Schedule hereinafter mentioned.

All taxes (including GST), duties, levies, surcharges, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the Said Unit and/or the said building complex or the maintenance thereof, shall be borne and paid by the Unit-Owner proportionately or wholly as the case may be on demand being made by the Builder, without raising any objection thereto.

The Unit-Owner has agreed and covenanted with the Builder that they shall regularly and punctually make payment of the construction cost to the Builder in the manner mentioned in the Fifth Schedule hereunder written and payment shall be made within seven days from the

date as and when the same shall become due and time in this regard shall be the essence of the contract.

In addition to the aforesaid Construction cost, the Unit-Owner shall pay to the Builder the following amounts (hereinafter referred to as the Extra utilities charges) before taking possession of the Said Unit.

Proportionate amount of expenses towards payment of cost, charges and expenses (including security deposit) for arranging electric connection from the WBSEB including installation of electrical sub-station, if required, and cost of separate meter for each Unit.

Proportionate amount of cost of Generator for power back-up to run the basic common facilities at the Said Building during power failure including limited provision of power in each of the Units at the said building and space occupied by the Generator together with cost charges and expenses for installation of the Generator and for providing connection to common area service facilities.

Water Charges.

Under no circumstances the Builder shall give possession of the Said Unit to the Unit-Owner unless and until all payments required to be made under this agreement by the Unit-Owner have been made to the Builder.

The Unit-Owner hereby assures and covenants with the Builder that he/she/it shall not enter upon the Said Unit until such time the unit intended to be owned is fully constructed erected in all regards and all payments in respect thereof have been fully paid.

In the event of any default by any of the Unit-Owner in making payment of agreed Construction Costs as and when the same shall become due then in that event the defaulting Unit-Owner shall be liable to pay interest at the rate of two percent per month PROVIDED HOWEVER if such default shall continue for more than three months from the date of such instalment has fallen due then in that event the Builder shall be entitled and it is hereby authorized by such defaulting Unit-Owner to forfeit all amount already paid by such Unit-Owner as and by the way

of pre-determined liquidated damages and shall also in that event be entitled to and is hereby authorized to sell transfer let out grant lease in respect of the Unit allotted to the Unit-Owner and to receive realize and collect all rents issues and profits arising there from and to adjust towards Construction Costs and interest accrued thereon.

The Unit-Owner hereby assure and covenant with the Builder not to claim possession of the Said Unit allotted to it till such time all dues agreed to be paid in terms of this Agreement and the said Agreement for Transfer have been duly paid and the Unit-Owner has fulfilled all its obligations in terms of this Agreement and the said Agreement for Transfer entered into with the Transferor.

Immediately after the construction of Said Building is completed the total area to comprise in the Said Building including the area comprised in the Said Unit shall be measured and certified by the Architect for the time being of the Said Building and certificates granted by the Architect shall be final conclusive and binding on the parties hereto and none of the parties shall be entitled to dispute the same.

It is hereby expressly agreed by and between the parties hereto that in the event of the area of the Said Unit found to be less than what has been stated herein even then the Unit-Owner shall not be entitled to claim any abatement or deduction in cost of construction and shall be liable to pay a lump sum of the amount to be paid by the Said unit-owner.

If the Unit-Owner shall cause any obstruction whereby the Builder is prevented to proceed with the construction work and because of any act or deed on the part of any of Unit-Owners whereby the progress of the work is impeded then in that event if the Unit-Owner is guilty of such act or deed the Unit-Owner shall be liable to pay a predetermined liquidated damage @ Rs.150/- per day to the Builder.

The Promoter may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments @ 2% 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.

It is agreed that the Developer Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, as the case may be, without the previous written consent of the Allottee. 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.

The Developer shall confirm 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 any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to Clause 9, the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas(excluding the roof right which shall be retained by the Developer). Since

the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with Open/Covered/Mechanical parkingshall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**ONKAR BLISS**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it 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, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment 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 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 for which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the 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 '**ONKAR GROUP**' payable at **KOLKATA**.

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 hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under the 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.

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 Allottees 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 way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her /them under any head(s) of dues against lawful outstanding, if any, in

his/her/their 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**

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 after making application for completion certificate 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**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] 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, sanction plans, floor plans and specifications. Subject to the terms in the 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 DurapurMunicipal Corporation 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.

The Said Building shall be constructed in accordance with the plan sanctioned by the Durgapur Municipal Corporation with due modification of alterations from time to time as may be deemed fit and proper by the Architect and/or the Builder.

The Architect of the Said Building shall have the absolute discretion to determine the quality of the materials and facilities to be provided in the said new building and the decision of the Architect for the time being shall be final conclusive and binding on the parties.

That the Unit-Owner shall not do any act deed or thing whereby the construction or development of the Said Premises is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and hereby agreed that the Said Building shall be constructed by the Builder and no one else.

That the Unit-Owner shall not do any act deed or thing whereby the construction of the Said Building at the Said Premises is in any way hampered or obstructed either directly or indirectly.

The Unit-Owner hereby agrees to cause the Said Building to be constructed or completed together with the common area and parts only through the Builder and by no one else.

It shall be at the absolute discretion of the Builder and/or the Architect for the time being of the building to decide as to whether any extra amenities and/or additional facilities are to be provided in the Said Building and the decision of the Builder and/or Architect in this regard shall be final and binding on the Unit-Owner and in the event of any extra amenities or facilities being provided in the Said Building for the common benefit of all the Unit-Owners the Unit-Owner shall be liable and hereby agrees to make

payment of the proportionate share as shall be determined by the Builder on or before taking over of the possession of the Unit.

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7. **POSSESSION OF THE APARTMENT**

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 within 96months, from the date sanction of building plan, with an additional period of 6months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, 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 of 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 without any interest and after deduction of Tax which was already paid to the government. 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.

Procedure for taking possession - The Developer, upon obtaining of the occupancy certificate to 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) month 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 _____ days of receiving the occupancy certificate of the Project.

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.

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 duplicate copy of 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.

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 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.

Compensation –

The Developer shall compensate the Allottee in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer 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 their 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 them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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 provided 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 act or 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**

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

- (i) If the Developer fails to provide ready to move in possession of the Apartment/unit 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 respect;
- (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.

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 after deducting the tax which was already paid to the government under any

head whatsoever towards the purchase of the apartment 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 can do so.

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 2 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in the 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 2 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment 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 tax which was already paid to the government and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Developer, on receipt of complete amount of the Price of the Apartment / unit under the Agreement from the Allottee, firstly after receiving the 10% of the total consideration the Agreement for Sale shall be registered and thereafter 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 date of applying for 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/their 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 the 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 taking over of the maintenance of the project by the association of the allottees or the Company. The cost of such maintenance has been excluded in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer 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

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 allottee (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 Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas 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**

Use of Basement and Service Areas :The service areas, if any, as located within the Project '**ONKAR BLISS**' shall be earmarked for purposes of electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than 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 changes 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, window grills, publicity material or advertisement material etc. on the face / faced 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 or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. 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 Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of 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

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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

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

20. **APARTMENT OWNERSHIP ACT**

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**

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 for 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**

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

23. **RIGHT TO AMEND**

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

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

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

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

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in the 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.

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 reasonable 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, 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**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer 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 Durgapur, 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 Durgapur, District–Paschim Burdwan.

30. NOTICES

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:

_____ Name of Allottee

_____ (Allottee Address)

M/s ONKAR GROUP(Developer Name)

161, Rabindra Sarani, Kolkata-700007. (Developer Address)

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 may be.

31. JOINT ALLOTTEES

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**

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

33. **DISPUTE RESOLUTION**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Durgapur, District–Paschim Bin the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____

(2) Signature _____

Name-

Name-

Address-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMEDSIGNATURE OF THE OWNER.

(1) Signature _____

Name-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer: _____

Address: _____

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____

(2) Signature _____

Name _____

Name _____

Address _____ Address _____

SCHEDULE "A" ABOVE REFERRED TO**PART – I****WHEREAS :-**

1. Prahlad Roy Goenka, the Owner No.1 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 1.10 decimals comprised in L.R. Dag No. 904, (ii) 1.10 decimals comprised in L.R. Dag No. 904, (iii) 10 decimals comprised in L.R. Dag No. 905, (iv) 14.50 decimals comprised in L.R. Dag No. 937 and (v) 0.12 decimals comprised in L.R. Dag No. 937, total area of land measures **26.82 decimals** more or less, together with the structures standing thereon, under L.R. Khatian Nos. 10585 and 10590, J.L. No. 119 in Mouza - Viringi, Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
2. Smt. Pooja Goenka, the Owner No. 2 herein, is the absolute owner and seized and possessed of and/ or otherwise well and sufficiently entitled to **ALL THAT** piece and

parcel of land measuring (i) 2.20 decimals comprised in L.R. Dag No. 904, (ii) 11 decimals comprised in L.R. Dag No. 915, (iii) 14.60 decimals comprised in L.R. Dag No. 915, (iv) 16.20 decimals comprised in L.R. Dag No. 916, (v) 32 decimals comprised in L.R. Dag No. 925, (vi) 27 decimals comprised in L.R. Dag No. 926, (vii) 38.50 decimals comprised in L.R. Dag No. 926, (viii) 0.14 decimals comprised in L.R. Dag No. 934, (ix) 0.29 decimals comprised in L.R. Dag No. 934, (x) 14 decimals comprised in L.R. Dag No. 936, (xi) 0.025 decimals comprised in L.R. Dag No. 937, (xii) 5 decimals comprised in L.R. Dag No. 937, (xiii) 22.80 decimals comprised in L.R. Dag No. 944, (xiv) 3.60 decimals comprised in L.R. Dag No. 944, (xv) 14 decimals comprised in L.R. Dag No. 946 and (xvi) 45 decimals comprised in L.R. Dag No. 924, total area of land measures **246.355 decimals** together with the structures standing thereon, under L.R. Khatian Nos. 10588, 10591 and 10592, J.L. No. 119, in Mouza – Viringi, Police Station - Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.

3. Gagan Goenka H.U.F., the Owner No. 3 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 0.30 decimals comprised in L.R. Dag No. 801, (ii) 8 decimals comprised in L.R. Dag No. 801, (iii) 0.30 decimals comprised in L.R. Dag No. 801, (iv) 8 decimals comprised in L.R. Dag No. 801, (v) 16.10 decimals comprised in L.R. Dag No. 904, (vi) 16.10 decimals comprised in L.R. Dag No. 904, (vii) 0.114 decimals comprised in L.R. Dag No. 915, (viii) 6.40 decimals comprised in L.R. Dag No. 915, (ix) 0.30 decimals comprised in L.R. Dag No. 916, (x) 9 decimals comprised in L.R. Dag No. 922, (xi) 8.30 decimals comprised in L.R. Dag No. 923, (xii) 8.30 decimals comprised in L.R. Dag No. 923, (xiii) 2.50 decimals comprised in L.R. Dag No. 937, (xiv) 2.50 decimals comprised in L.R. Dag No. 937 and (xv) 9.90 decimals comprised in L.R. Dag No. 944, total area of land measures **96.114 decimals** more or less together with the structures standing thereon, L.R. Khatian Nos. 105857 and 10589 J.L. No. 119 in Mouza – Viringi, Police Station - Durgapur within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.

4. Smt. Nirmala Devi Goenka, the Owner No. 4 herein, is the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 34 decimals comprised in L.R. Dag No. 904 and 14 decimals comprised in L.R. Dag No. 905, total area of land measures **48 decimals** more or less together with the structures standing thereon, under L.R. Khatian No. 10593, J.L. No. 119 in Mouja – Viringi, Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
5. Sri Gagan Goenka, the Owner No. 5 herein, is the absolute owner and seized and possessed of the and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) 0.30 decimals comprised in L.R. Dag No. 801, (ii) 8 decimals comprised in L.R. Dag No. 801, (iii) 40 decimals comprised in L.R. Dag No. 915 and (iv) 2 decimals comprised in L.R. Dag No. 908, total area of land measures **50.30 decimals** more or less together with the structures standing thereon, L.R. Khatian Nos 10587 and 10589, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman.
6. The Owners herein became the joint owners by virtue of the following deeds:
 - Owner No. 1 herein:
 - 1-04616/2013
 - 1-05805/2013
 - Owner No. 2 herein:
 - 1-02535/2013;
 - 1-02544/2013;
 - 1-02545/2013;
 - 104364/2013;
 - 1-02540/2013.
 - Owner No. 3 herein:
 - 1-04365/2013.
 - Owner No. 4 herein:

- 1-02539/2013.
- Owner No. 5 herein:
 - 1-05803/2013;
 - 1-02537/2013;
 - 1-02542/2013.

The Above mentioned Deeds are registered in the office of ADSR, Durgapur.

6. The Owners herein are joint, absolute and lawful owners of **ALL THAT** piece and parcel of land measuring 687.90 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 801, 904, 905, 908, 915, 916, 922, 923, 924, 925, 926, 934, 936, 937, 944 and 946 under L.R. Khatian Nos. 105857, 10585, 10587, 10588, 10589, 10590, 10591, 10592 and 10593, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman, West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper. West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been

enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and more fully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper West Bengal, and hereinafter referred to as the “**said Premises**” and more fully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper. Now, the Owners intend to develop the part property more fully described in the **Schedule B, (Part-III)** herein under written.

SCHEDULE A

PART II

DESCRIPTION OF THE PREMISES

ALL THAT piece and parcel of land measuring 687.90 decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 801, 904, 905, 908, 915, 916, 922, 923, 924, 925, 926, 934, 936, 937, 944 and 946 under L.R. Khatian Nos. 105857, 10585, 10587, 10588, 10589, 10590, 10591, 10592 and 10593, J.L. No. 119 in Mouja - Viringi Police

Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman, West Bengal,

SCHEDULE B

PART III

DESCRIPTION OF THE PHASE-I PREMISES

ALL THAT piece and parcel of land measuring 189decimals more or less together with structures standing thereon comprised in L.R. Dag Nos. 915, 916, 923,922 and 937under L.R. Khatian Nos. 10590, 10593, 10589 and 10588, J.L. No. 119 in Mouja - Viringi Police Station – Durgapur, within the limits of Durgapur Municipal Corporation, District - PaschimBardhaman, West Bengal.

SCHEDULE “C” ABOVE REFEREED TO

DESCRIPTION OF THE APARTMENT AND COVERED PARKING

PART- I

ALL THAT the Apartment No.____ with on the _____ **Floor of Block-** _____, having carpet area of _____ **square feet**, excluding of balcony area of _____ square feet (having Super Built Up area _____ **Sq. Ft.**), more or less, flooring _____, at the Project known as '**ONKAR BLISS**', constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

PART- II

ALL THAT Parking space purchased with the right to park for ____ (____) medium sized car in the _____ car parking space, admeasuring _____ (_____) **Sq. Ft** more or less

Super Build Up Area, flooring _____, situate at the _____ of the building, situate in the complex namely "ONKAR BLISS".

SCHEDULE "D" ABOVE REFEREED TO

PAYMENT PLAN

PART- I

"AGREED CONSIDERATION"

(a) Consideration for the Undivided Share and for

Construction and completion of the said Apartment Rs...../-

No. _____ on ____ floor admeasuring _____ sq.ft.

Approx Carpet Area. (Super Built up area _____ Sq. ft.)

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number _____

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART – II

Payment Terms

- a. 20 % on execution of this Agreement.
- b. 10 % On Completion of 1st Floor Casting.

- c. 10 % On Completion of 3rd Floor Casting.
- d. 10 % On Completion of 5th Floor Casting.
- e. 10 % On Completion of 7th Floor Casting.
- f. 10 % On Completion of 9th Floor Casting.
- g. 10 % On Completion of 11th Floor Casting.
- h. 10 % On Completion of 14th Floor Casting.
- i. 10 % being the balance consideration and all other amount payable by the Unit-Owner to the Builder under this Agreement shall be paid within 10 (Ten) days of the receipt of the notice by the Unit-Owner from the Builder that the Unit is ready for possession.

NOTE:

Area Variation: The super built-up area has been determined as per existing plan and the areas allocated for proposed services. Upon-completion of the building and allocation of the respective areas for services/activities/common parts, the Architect would determine the super built-up / Built-up area of each Unit and provide a certificate thereof. Any variation from the area in terms of these presents would be necessarily settled before taking over of the possession of the Unit by the Unit-Owner.

GST and other taxes, if any, as may be applicable shall be paid and cleared by the Unit-Owner together with each and every instalment mentioned above as per demands raised by the Builder from time to time.

SCHEDULE "E" ABOVE REFEREED TO

1. The foundations, columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances and exits, pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water, sewerage and drainage evacuation pipes from the flats to drains and sewers common to the premises.
4. Toilets in the premises earmarked for the use of durwans of the premises.

5. The durwan's quarter with electrical wiring, switches and fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the Said Building and main gates.
7. Water pump motor with installations.
8. Tube-well, water pump, overhead water tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Electrical sub-station, electrical wiring, meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular unit) and space required therefor.
10. Central fire fighting equipment and installations.
11. Aluminum/wooden windows doors grills and other fittings of the common areas of the premises.
12. Generators its installation and its allied expenses and room.
13. Lift and their accessories, installations and space required therefore.
14. Central antenna, inter-corns and their installations.
15. Such other common parts, areas, equipment installations and fixtures, fittings covered and open spaces, in or about the Said Premises and/or building as are necessary for passages to or use and occupancy of the unit! Apartment save and except all open spaces and portions of the building shall absolutely belong to the owners who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Unit-Owner or any person claiming through him.

SCHEDULE "F" ABOVE REFERED TO

(Fixtures, fittings and facilities to be provided in the "Said Unit)

FLOORS :Rooms-Vitrified tiles / Ceramic tiles, Kitchen & Toilets – Vitrified tiles/ Ceramic tiles.

WALL FINISH :Cement and sand plaster POP/ Putty Finish

DOOR :Door frame with 35 mm thick flush shutters having spirit polished teak veneer finish / Laminate or Door Screen on external faces except for kitchen and toilet doors which will

be painted with enamel paint. Entrance door will have a night latch, door knocker and magic eye. Bedroom and kitchen doors will have a mortise lock and doorstopper and the toilet doors will have a bathroom latch.

WINDOWS :Standard section of anodized/powder coated aluminium window with clear toughened glass and matching fittings will be provided with guard bars.

TOILETS :Ceramic / Vitrified tiles, White porcelain sanitary wares of ISI approved brand. Concealed piping system for hot (only for shower and a tap) and cold water lines. Matching glass mirror, shelf, shop tray and towel rail.

ELEVATION :

KITCHEN: Granite top cooking platform with one stainless steel sink and drain board. Cooking gas bank/ piped gas.

COMMON AREA : Corridors, Staircases, Landing and other areas Cement and sand plaster with POP finish.

WATER SUPPLY :

ELECTRICALS : Total concealed electrical wiring for all the rooms provided with copper conductors. Point for geyser connections in all toilets. Stipulated light and plugs (2/15 amp) points in dining / drawing and bedrooms, as per architectural drawings. Electrical call bell at main entrance door.

FIRE : Provision of adequate fire fighting system with wet risers and fire sprinklers. Evacuation points and refuge platforms for human safety as per regulation.

LIGHTING : Lighting protection – in compliance with IS Code.

SECURITY : CCTV monitoring for all common areas.

SCHEDULE "G" ABOVE REFEREED TO
DEPOSITS/ADVANCE

Particulars of deposits (free of interest) to be kept with the Builder before taking delivery of possession of the Said Unit :

1. Advance Common Expenses/Maintenance charges: Interest free advance for proportionate share of the common expenses/ maintenance charges as described in the Schedule below (Common Expenses/Maintenance Charges) @ Rs. 3/ (Rupees Three only) per square feet per month plus service tax thereon, for 12 (Twelve) months from the possession Date. The Advance Common Expenses/Maintenance Charges shall be utilized for meeting the Common Expenses/Maintenance charges for the said limited period of 12 (twelve) months only and the Unit-Owner upon making such payment shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said initial period of 12 (twelve) months. The amount paid by the Unit-Owner as Advance common Expenses / Maintenance Charges shall be utilized by the Builder/Maintenance Company to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting for the same .
2. Deposit for Common Expenses/Maintenance Charges : Interest free deposit as security for payment of Common Expenses/Maintenance Charges for the period subsequent to said initial period of 12 months, at the rate of Rs.3/- (Rupees Three Only) per square foot (Deposit for Common Expenses/Maintenance Charges) ,which shall be handed over either to the Association, upon its formation if the Common Maintenance function is taken over by the Association, or to the Maintenance Company looking after maintenance of common services and common parts and portions of the Said Building/Said Premises.
3. Legal Charges Rs.11000/- towards the professional fees of Advocate for preparing all documents and papers under this Agreement. The said fee shall be paid by the Unit-Owner on or before taking over possession of the Said Unit. Such fee shall be paid by the

Purchaser through the Builder separately by account payee cheque payable at Durgapur drawn in favour of "Prahlad Roy Goenka".

SCHEDULE "H" ABOVE REFEREED TO
(Common Expenses/Maintenance Charges)

1. All costs of maintenances, operations, repairs replacements, services, and white washing painting rebuilding reconstructing decorating, redecorating of all other common area/parts, its fixtures fittings electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purpose including security, electrician, maintenance, plumber, administration of the building, accountants, Clerks, gardeners. Sweepers, liftman etc.
3. Insurance premium for insuring the Said Building and every part thereof against earthquake, damages, fire, lightning mob violence, civil commotion etc. If insured.
4. Expenses for suppliers of common utilities including electricity, water charges etc. payable to the concerned authorities, and/or organisation and payment of all charges including thereto.
5. Sinking fund and other contributions.
6. Municipal and all other rates and taxes and levies and all other outgoing save those which would be separately assessed or incurred in respect of any Unit or Portion of land.
7. Cost of establishment and operational charges of the builder of the Association or the Co-Operative Society or Private Limited Company relating to common purpose.
8. Electricity expenses for lighting all the common areas, outer walls of the building parking space and for operation of all the common parts.
9. Operational cost of central Antenna/inter-com.
10. All such other expenses and outgoing as are deemed by the builder and/or the Association or Private Limited Company to be necessary for or incidental to for replacement, renovation painting and/or repainting of the common parts/areas outer walls of the building.

RECEIPT

RECEIVED a sum of **Rs.**/- (**Rupees**) only from the above named Purchasers as advance amount against the full and final amount of **Rs.**/- (**Rupees**) only.

MEMO OF CONSIDERATION

Sl.No.	Cheque No./DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs,)
1.				/-
TOTAL				/-

(Rupees _____) only.

WITNESSES

1.

SIGNATURE OF DEVELOPER

2.

Drafted and prepared by me: