

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**AGREEMENT**") EXECUTED ON THIS
THE _____ DAY OF _____, 2023 (TWO THOUSAND AND
TWENTY THREE) A.D.

:: BY AND BETWEEN ::

PACIFIC CONSTRUCTION

Proprietor

(1) **SMT. SHIPRA BOSE** (PAN CLOPB 2029 M, AADHAAR NO. 3426 2844 0225), Widow of late Kedar Nath Basu alias Late Kedar Nath Bose, a Housewife

(2) **SRI KUNTAL BOSE** (PAN: CBZPB 0966 J, AADHAAR No. 5792 3541 9968), Son of late Kedar Nath Basu alias Late Kedar Nath Bose, by Occupation Service – both are by religion Hindu, by Nationality - Indian, both are residing at Boral Majher Para, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, District South 24 Parganas ;

(3) **SMT. CHAMELI BOSE** (PAN: BXYPB 7573 H), wife of Late Swapan Kumar Bose, by religion Hindu, a Housewife, by nationality Indian, residing at Boral, Majherpara, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata – 700154, District South 24 Parganas ;

(4) **SRI SOUMITRA BOSE** (PAN AMZPB 8918 K), son of Late Swapan Kumar Bose, by religion Hindu, Nationality- Indian, a Self Employed Person, residing at Boral Majher Para, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, District South 24 Parganas ;

(5) **SMT. SOMA DATTA** (PAN AKTPD O623 P), wife of Sri Debkumar Datta and also daughter of Late Swapan Kumar Bose, by religion Hindu, by Occupation Service, residing at 2/135, Sree Colony, Kolkata 700092, Post Office Regent Estate, Police Station Regent Park, District South 24 Parganas ;

(6) **MRS. PRATIMA ROY CHOWDHURY** (PAN CWIPR 6895 N), wife of Late Patit Paban Roy Chowdhury, also daughter of Late Tulsi Charan Bose, by religion Hindu, a Housewife, residing at 17 W, Kalipada Roy Lane, Kasba, Kolkata 700031, Post Office Dhakuria, Police Station Lake, District South 24 Parganas ;

(7) **SRI BIJOY GHOSH** (PAN ADYPG 4138 B), son of Late Lal Mohan Ghosh, by religion Hindu, by Occupation business, residing at C/9 Raj Narayan Park, Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas AND

(8) **PACIFIC CONSTRUCTION**, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Narendrapur (previously Sonarpur) District : South 24 – Parganas, being represented by it's Sole Proprietor **SRI BIJOY GHOSH** (PAN : ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Naren drapur (previously Sonarpur), Kolkata – 700154, District

South 24 Parganas, hereinafter jointly called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, successors, executors, administrators, legal representatives, assignees) of the **FIRST PART**, being represented by their legally constituted Attorneys namely **SRI BIJOY GHOSH** (PAN : ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, being the Sole Proprietor of **PACIFIC CONSTRUCTION**, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdroni (previously Regent Park) District : South 24 – Parganas, (by virtue of execution of two Power of Attorney for Development (1) dated 11.03.2022, which has been registered at the Office of the Additional District Sub-Registrar at Garia and recorded in Book No. I, Volume No. 1629 - 2022, pages from 67776 to 67805 pages and being known and numbered as the Deed No.162901744 for the year 2022 and (2) dated 09.08.2014, which has been registered at the Office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 18, pages from 2421 to 2435 pages and being known and numbered as the Deed No.08427 for the year 2014).

A N D

PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Kolkata - 700084, Post Office : Garia, District : South 24 – Parganas, being represented by it's Sole Proprietor **SRI BIJOY GHOSH**, PAN : ADYPG4183B, son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, hereinafter called and referred to as the **PROMOTER/ DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's legal heirs successor-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

1.(PAN:), son of Sri Mohanlal Kumar, by occupation Service, 2.(PAN.....), Wife of Mr. Soumen Kumar, by occupation Service by religion Hindu , by nationality Indian and residing at **Boral, Majherpara ,Near Rishi Rajnaryan Primary School, Kolkata –700 154, Post Office Boral, Police Station Formerly Sonarpur Now Narendrapur, District-South-24Parganas**, hereinafter called and referred to as the **PURCHASERS** (which term or expression unless excluded by or repugnant to the context shall mean and include their respective heirs, successors, administrators, executors, legal representatives, assignees etc.) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

(1) One Joy Gopal Bose, Ram Gopal Bose, Nitya Gopal Bose, Chandra Kumar Bose, Jogendra Nath Bose and Kali Prassana Bose were the joint owners in respect of their respective shares in land measuring about 2.14 acres lying and situated at Mouza Boral, Pargana Magura, Touzi No. 142, J.L No. 61, Revisional Survey Sheet no. 199, appertaining to R.S Khatian No. 219, comprising R.S Dag Nos. 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, within the District South 24 Parganas, Sub Registry office at Baruipur, then under Gram Panchayat Rishi Raj Narayan, now under ward No. 34 of Rajpur Sonarpur Municipality.

(2) Subsequently the said Joygopal Bose died intestate leaving behind his three sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose and it is pertinent to mention here that the wife of said Joy Gopal Bose wae predeceased her husband. After the death of the said Joy Gopal Bose, his sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose became the joint and absolute owners in respect of the share left by said Joy Gopal Bose in the above mentioned property.

(3) Thereafter, the said Lalit Mohan Bose, son of late Joy Gopal Bose died intestate on 8th November 1974 leaving behind his only son Swapan Kumar Bose as his sole legal heir and wife of said Lalit Mohan Bose was predeceased her husband and said Swapan Kumar Bose died intestate on 7th January 2014 leaving behind his wife Smt. Chameli Bose and one son namely Sri Soumitra Bose and one Daughter Smt. Soma Datta, wife of Mr. Deb Kumar Datta, as his only legal heirs in respect of his share which he has derived from his father.

(4) the said Moni Mohan Bose, son of Late Joy Gopal Bose died intestate leaving behind his two sons namely Kedar Nath Bose and Jagadish Bose, as his joint and absolute legal heirs, it is to be noted here that wife of Late Moni Mohan Bose had also predeceased her husband. It is also to be mentioned here that said Jagadish Bose died at the age of eight years, so the said Kedar Nath Bose became the sole legal heir in respect of the share of his father Moni Mohan Bose since deceased.

AND WHEREAS another son of Late Joy Gopal Bose, Tulsi Charan Bose also died intestate leaving behind his two daughters namely Aparna Roy, wife of Asit Baran Roy and Pratima Roy Chowdhury, wife of Late Patit Paban Roy Chowdhury, as his sole legal heir and it is pertinent to mention here that wife of said Tulsi Charan also predeceased her husband and these two daughters became the joint owners in respect of his father's share.

AND WHEREAS the said Ram Gopal Bose, one of the Co - owner of the land mentioned above also died intestate leaving behind his two sons namely Mon Mohan Bose and Satish Chandra Bose alias Krishna Mohan Bose, and wife of Ram Gopal Bose also predeceased her husband and the said Mon Mohan Bose died intestate leaving behind his four sons namely Siddheshwar Bose, Parameshwar Bose, Saileshwar Bose and Rataneshwar Bose. It is also to be mentioned here that the wife of the said Mon Mohan Bose also predeceased her husband and another son of the said Ram Gopal Bose, since deceased Satish Chandra Bose alias Krishna Mohan Bose died intestate leaving behind his three sons namely, Samir Bose, Sudhir Bose, Mridul Bose and one daughter Jaya Dutta. It is pertinent to mention here that the wife of said Satish Chandra Bose alias Krishna Mohan Bose, since deceased also predeceased her husband.

AND WHEREAS the said Nitya Gopal Bose another joint owner of the land as mentioned above, died intestate leaving behind his only son Jiban Krishna Bose and after his death the said Jiban Krishna Bose became the sole and absolute owner in respect of father's of his father share in the abovementioned land as his mother predeceased her father but the said Jiban Krishna Bose was unmarried who died intestate many years ago and after his death his share which he derived from his father devolved upon the said Lalit Mohan Bose, Moni Mohan Bose, Mon Mohan Bose, Tulsi Charan Bose and Satish Chandra Bose alias Krishna Mohan Bose.

AND WHEREAS by virtue of a registered Deed of Partition dated 22nd June 2013 registered at the office of the District Sub Registrar IV, at Alipore, South 24 Parganas, recorded in Book No. 1, CD volume No. 31, pages from 1091 to 1144, being No 05923 for the year 2013, Sri Siddheswar Bose, Sri Parameshwar Bose, Sri Saileshwar Bose, Sri Ratneshwar Bose, Sri Samir Bose, Sri Sudhir Bose, Sri Mridul Bose, Smt. Jaya Dutta, Sri Kedar Nath Bose, Smt. Aparna Roy, Smt. Pratima Roy Chowdhury, Sri Swapan Kumar Bose, since deceased along with the other co-owners mentioned therein divided the said property jointly and they became the owners of ALL THAT the piece and parcel of danga and Sali land measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No 601 (L.R Dag 768) and R.S. Dag no 603 Land measuring about 4914 Sq. Ft. both under Mouza Boral, Pargana Magura, Touzi No. 142, J.L No 61, Revisional Survey Sheet No 199, R.S Khatian No. 219, within the District South 24 Parganas, Sub Registrar Baruipur, then under Gram Panchayat Rishi Raj Narayan, now under Ward no. 34 of Rajpur Sonarpur Municipality morefully described in the "KHA" Schedule of the said Deed of Partition morefully described in the FIRST SCHEDULE mentioned herein below.

AND WHEREAS by virtue of a registered Deed of Gift dated 01st day of June, 2014 registered at the office of the Additional District Sub registrar at Sonarpur, recorded in Book No I, CD Volume no. 11, from 5273 to 5300 Pages, being no 05679 for the year 2014, the said Sri Siddheswar Bose, Sri Parameshwar Bose, Sri Saileshwar Bose, Sri Ratneshwar Bose, Sri Samir Bose, Sri Sudhir Bose, Sri Mridul Bose, Smt. Jaya Dutta, the Donors therein have transferred their shares as mentioned herein below in favour of Sri Kedar Nath Bose, Smt. Aparna Roy, Smt. Pratima Roy Chowdhury, Smt. Chameli Bose, Sri Soumitra Bose and Smt. Soma Datta, in respect of the Danga Land, measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199, appertaining to R.S. Khatian no.219, within District South 24 Parganas, now under the Additional District Sub Registrar Office at Garia (previously Sonarpur), then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipality.

Details of the Donors	Sri Kedarnath Bose	Smt. Chameli Bose, Sri Soumitra Bose and Smt. Soma Datta	Smt. Aparna Roy and Smt. Pratima Roy Chowdhury
Sri Siddheswar Bose, Sri Parameshwar Bose, Sri Saileshwar Bose, Sri Ratneshwar Bose	430.42 Sq. Ft.	1024.41 Sq. Ft.	430.42 Sq. Ft.
Sri Samir Bose, Sri Sudhir Bose, Sri Mridul Bose, Smt. Jaya Dutta	49.75 Sq. Ft.	49.75 Sq. Ft.	49.75 Sq. Ft.

AND WHEREAS the said Sri Kedar Nath Bose, being one of the owners, by virtue of the said Deed of Gift and also by virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and undemarcated all that the piece and parcel of Danga land measuring an area of about 1737 Sq. Ft. more or less equivalent to 2 Cottah 6 Chittacks 27 Sq. Ft. in R.S Dag No 601 (L.R Dag 768), Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS the said Smt. Chameli Bose, Sri Soumitra Bose and Smt. Soma Datta jointly by virtue of the said Deed of Gift and also by virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and undemarcated all that the piece and parcel of Danga land measuring an area of about 2331 sq.ft more or less which is equivalent to 03 Cottah 03 Chittacks 36 Sq. Ft. together with one brick built residential house standing thereon in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), then under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS the said Smt. Aparna Roy and Smt. Pratima Roy Chowdhury, the owners herein jointly by virtue of the said Deed of Gift and also by

virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and undemarcated all that the piece and parcel of Danga land measuring an area of about 1737 Sq. Ft. more or less equivalent to 2 Cottah 6 Chittaks 27 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS by Virtue of a registered Deed of Conveyance dated 01st day of June 2014, registered at the office of the Additional District Sub Registrar at Sonarpur, recorded in Book No. I, CD Volume No. 11, from 6237 to 6259 Pages, being no. 05681 for the year 2014 said Sri Samir Bose, Sri Sudhir Bose, Smt. Mridul Bose, Smt. Jaya Dutta the owners therein for the consideration mentioned therein granted, transferred, conveyed, assign, and assured unto and in favor of BIJOY GHOSH, one of the owner herein All that the piece and parcel of danga land with brick built structure containing an area of about 1736 sq.ft more or less equivalent to 2 cottah 6 chittaks 27 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

Subsequently, the said Kedar Nath Bose, Chameli Bose, Soumitra Bose, Soma Datta, Aparna Roy, Pratima Roy Chowdhury, Bijoy Ghosh therein called Land Owners and Pacific Construction therein called the Developer have entered into an Agreement for Development with the above named Developer i.e. Bijoy Ghosh, being the Sole Proprietor of Pacific Construction on 09.08.2014, which has been registered at the Office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No. I, CD Volume No. 18, from 2436 to 2483 pages and being Deed No. 08426 for the year 2014 and subsequently on 09.08.2014 the Land Owners jointly appointed and /or nominated Sri Bijoy Ghosh, being the Sole Proprietor of Pacific Construction, as their true and Lawful Attorney, to act perform all or any for and on behalf of them, by virtue of execution of a Development Power of Attorney, which has been registered at the

Office of the Additional District Sub Registrar, at Sonarpur and recorded in Book No. I, CD Volume No. 18, from 2421 to 2435 pages and being Deed No. 08427 for the year 2014.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 11.04.2022, registered at the office of the Additional District Sub Registrar at Garia, recorded in Book No. I, CD Volume No. 1629 - 2022, from 79170 to 79194 Pages, being no. 162902205 for the year 2022, the said Aparna Roy, being the owner therein for the consideration mentioned therein granted, transferred, conveyed, assign, and assured unto and in favor of PACIFIC CONSTRUCTION, represented by its Sole Proprietor namely SRI BIJOY GHOSH, one of the owner herein, All that the piece and parcel of danga land with brick built structure containing an area of about 869 Sq. Ft. more or less equivalent to 01 Cottah 03 Chittaks 14 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS the said Developer after execution and registration of the said Development Agreement and Power of Attorney for development, has applied to the Competent Authority of The Rajpur Sonarpur Municipality for getting necessary sanction plan for constructing a G + Four storied building there on the said property and the Competent Authority of the Rajpur Sonarpur Municipality have sanctioned a Building Plan vide Approved Plan No. 171 / CB / 34 / 23 dated 04.01.2022.

Subsequently, the said Kedar Nath Basu *alias* Kedar Nath Bose unfortunately died intestate on 25.08.2021, leaving behind his wife Smt. Shipra Bose and only son Sri Kuntal Bose, as his legal heirs and / or successors to succeed and / or inherit the property, as left by the said Kedar Nath Basu *alias* Kedar Nath Bose.

Hence, after the death of the said Kedar Nath Basu *alias* Kedar Nath Bose, the said Smt. Chameli Bose, Sri Soumitra Bose, Smt. Soma Datta, Smt. Pratima Roy Chowdhury, Smt. Shipra Bose and Sri Kuntal Bose became the joint and absolute Owners of the Schedule mentioned property and started to possess and

enjoy the said property jointly and absolutely and without any disturbance and / or hindrance from anybody.

Thereafter, the said Smt. Shipra Bose and Sri Kuntal Bose (being the legal heirs of the said Kedar Nath Basu *alias* Kedar Nath Bose, since deceased) on 11.03.2022 jointly appointed and /or nominated Sri Bijoy Ghosh, being the Sole Proprietor of Pacific Construction, as their true and Lawful Attorney, to act for and on behalf of them, by virtue of execution of a Development Power of Attorney, which has been registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629-2022, from 67776 to 67805 pages and being known and numbered as the Deed No. 162901744 for the year 2022.

The Promoter/Developer 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;

The Rajpur Sonarpur Municipality has approved the Building Plan Vide Plan No.171/CB/34/23 dated 04/01/2022.

The Allottee had applied for an apartment in the Project and has been allotted **Flat No. 1E** having carpet area of Sq. ft. i.e.**Sq.Ft.** Super Built-Up at the Side on **floor** on. ("**PACIFIC BLISS**") along with **Garage/Cover Car-Parking** no..... admeasuring **135** Sq. ft. in the side of the **Lift Room** on the **Ground** Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule A1);

The Parties have gone through all the terms and conditions to set out in this Agreement and understood the mutual rights and obligations detailed herein ;

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the above said Apartment and the garage/alloted parking as specified in paragraph G;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in paragraph H;

The Total Price for the [Apartment] based on the Super Built-up Area(.....) **Sq.Ft.** (carpet areaSq.Ft.) bearing **Flat No.** at the side on**Floor** on **“PACIFIC BLISS”** along with **Garage/Cover Car Parking No.** admeasuring **135SqFt.** in the side of the Lift Room on the **Ground Floor** at or for a consideration of Rs...../- (Rupees only) **plus 1% G.S.T** on the aforesaid consideration value i.e./-, total payable **Rs...../-** (Rupees.....) only ("**Total Price**") (Give break up and description):

Apartment no.....1E First Floor	Rate of Apartment per square feet
.....Sq.Ft.	@...../-
Amount	Rs...../-
G.S.T	Rs...../-
Total Amount	Rs...../-

[AND] [if/as applicable]

Garage/Covered Car parking - 1	Price for 1
Car Parking No..... Cover Car Parking Area 135Sq.Ft.	@...../- Per Car Parking
Amount	Rs...../-
G.S.T	Rs...../-
Total Amount	Rs...../-

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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cass or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) 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 shall be payable by the allotted to the Promoter/Developer shall be increased/reduced based on such change / modification;

(iii) The Promoter 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 Promoter 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: 1) pro rata share in the Common Areas; and 2) One garage/Cover parking 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter 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").

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter 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 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion 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 any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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. Be it clearly stated that actual carpet areas shall be finally calculated after sanction of the completion building plan.

Subject to Clause 9.3 the Promoter 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. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [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 One 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 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 "PACIFIC 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 Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of **Rs...../-** (Rupees only) including 1% GST vide cheque no..... dt....., drawn onAND **Rs.....** (Rupees only) including 1% GST vide **cheque no.....** dt....., drawn on as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter 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 Promoter 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 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 Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' PACIFIC CONSTRUCTION ' 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 thereof and all other applicable laws like NRI deemed foreigner of any country and /or under service of any counting but Citizen of India 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.

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 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, layout plans [annexed along with this Agreement] 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 Rajpur Sonarpur Municipality Rules 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

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 JUNE' 2024

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unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], 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 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 the money 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.

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 may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of completion of the Building upto habitable and useful condition and said Completion Certificate depends on the concerned Authority of the Rajpur-Sonarapur Municipality and Promoter/Developer has not responsible in this matter.

Failure of Allottee to take Possession of [Apartment/Plot]: 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 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 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 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 promoter, the promoter 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 promoter to the allottee within 45 days of such cancellation.

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

within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 hereby 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 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 actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter 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 Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] 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/Plot] to the Allottee and the common areas to the Association of the Allottees; subject to full payment of the instant Flat, Stamp duty, Registration Charge given in on line to the appropriate Authority
- (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 Promoter 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 Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not under Waqf property.

9.EVENTS OF DEFAULTS AND CONSEQUENCES

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/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the 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 thereunder.

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 Allottee. If the Allottee stops making payments, the Promoter 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 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 forty-five days of receiving the termination notice:

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

The Allottee 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 part or full consideration step by step as per consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the 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] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10.CONVEYANCE OF THE SAID APARTMENT

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 conveyance deed 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 services or any 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 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 is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14.RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment]/ at his/ her own cost.

17. 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 building plan has been approved by the competent authority(ies) except for as provided in the Act except common toilet.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

19.APARTMENT OWNERSHIP ACT

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. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20.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 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 whatsoever.

21.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/ plot/building, as the case may be.

22.RIGHT TO AMEND

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

23.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 purposes.

24.WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by

the 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. 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.

25.SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

26. 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 [Apartments] in the Project.

27.FURTHER ASSURANCES

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

28.PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be unregistered and/or may be registered at the office of the Sub-Registrar ,subject to payment of consideration as per volume of work done. Hence this Agreement shall be deemed to have been executed at the office of the Promoter/Developer only..

29.NOTICES

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

1.son of
2. Wife of (Name of Allottee)
..... (Allottee Address)

PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdroni (previously Regent Park) District : South 24 – Parganas, being represented by it's Sole Proprietor SRI BIJOY GHOSH (PAN : ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas. 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.

30. JOINT ALLOTTEES

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

31. 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.

32. DISPUTE RESOLUTION

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

Be it mentioned here that the instant project has not been registered under HIRA/RERA as it is not obligatory as per construction ACT now, but to avoid any confusion in future the developer/Promoter cleared up that areas of Flats & others are given carpet area Build up areas & Super build up areas.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of Land, measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No 601 (L.R Dag 768), which is equivalent to 10 (Ten) Cottahs 07 (Seven) Chittacks 26 (Twenty Six) Sq. Ft., in Mouza Boral, Pargana Magura, Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian No. 219, corresponding to L.R Khatian No. 2555, 2545, 2544, 2549, 2546, 3826, 3825, 3987 within the District South 24 Parganas, Additional District Sub Registrar Office at Garia, Police Station Narendrapur (previously Sonarpur), under Ward no. 34 of Rajpur Sonarpur Municipality, having the Holding No. 510, Boral 'C', Kolkata - 700154.

The Property is being butted and bounded by :

ON THE NORTH : Land of Santosh Kumar Bose and others ;
ON THE SOUTH : 14' wide Common Passage ;
ON THE EAST : Land of Santosh Kumar Bose and others;
ON THE WEST : 20' wide Municipal Road.

SCHEDULE 'A1'
(THE BUILDING)

ALL THAT the G + Four storied building, under construction, as per the Building Plan vide Approved 171/ CB / 34 / 23 dated 04.01.2022, sanctioned from The Rajpur Sonarpur Municipality and consisting of several self-sufficient units and other Spaces. The name of the Building is "PACIFIC BLISS".

SCHEDULE 'B'
(THE FLAT UNDER THIS AGREEMENT FOR SALE)

ALL THAT the self – sufficient residential Flat, **being No.....**, on theside of the**Floor**, measuring aboutSq. Ft. of Carpet Area along withSq. Ft. of Verandah, which is equivalent to**Sq. Ft.** of Super Built – Up Area comprising in 2 (Two) Bed rooms, 1 (One) Kitchen cum Dining , 1(One) Pantry, 1 (One) Toilets, 1(One) W.C, 1 (One) Varanda, along with **Garage/Cover Car-Parking** no..... admeasuring **135 Sq. ft.** in the side of the **Lift Room** on the **Ground** Floor out of the G + Four storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known and numbered as the Holding No. 510, Boral 'C', Kolkata - 700154, together with the undivided, un-partitioned & proportionate share & interest in the land as mentioned under the Schedule 'A' herein above along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder

with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights and liberties.

THE SCHEDULE-C, ABOVE REFERRED TO :

(SCHEDULE OF PAYMENT UNDER THIS AGREEMENT FOR SALE)

The purchasers have agreed to pay the total consideration money Rs.29,39,800/- (Rupees Twenty Nine Lac Thirty Nine Thousand Eight Hundred only) total the following manner. where 1% G.S.T shall be added with each mode of payment, i.e. Total payment to be made **Rs.29,69,198/-**(Rupees Twenty Nine Lac Sixty Nine Thousand One Hundred Ninety Eight) including the Central Govt. Goods & Service Tax.

1.	At the time of Booking (Rupees One Lac) only.+1% G.S.T	Rs.....+/-
2.	At the time of Agreement 20%+1% G.S.T.	Rs..... /-+/-
3.	After Ground floor roof casting 10%+1% G.S.T.	Rs...../-+...../-
4.	After 1st roof Casting 10%+1% G.S.T	Rs...../-+...../-
5.	After 2nd roof Casting 10% +1% G.S.T.	Rs...../-+...../-
6.	After 3rd roof Casting 10% + 1% G.S.T	Rs...../-+...../-
7.	After 4rd roof Casting 10% + 1% G.S.T	Rs...../-+...../-
8.	After Completion of Brick Work 10%+ 1% G.S.T	Rs...../-+...../-
9.	After Completion of plasterwork 10%+1% G.S.T	Rs...../-+...../-
10.	At the time of taking possession of the said flat 10%+1% G.S.T. (at the time of registration of Deed of Conveyance)	Rs...../-+/-

Total: Rs...../-+...../-

Total –...../-

(Rupees Eight) **Only**

Note: Be it expressly stated that the rate of G.S.T shall be increased or decreased as per rules and system time to time sale subsequently amendment thereto by notification of the Govt. of India.

SCHEDULE 'D'

(COMMON AREAS AND FACILITIES RESERVED FOR THE FLATS / UNITS HOLDER WITH THE PREMISES)

1. The freehold land comprised in the premises and the building with all plumbing system, electric system, sewerage system, common paths and lobbies, all ground floor open space, general lighting of the common portions shall be provided.
2. Drain, sewers, main water connection from The Rajpur Sonarpur Municipality to the underground main delivery pipe lines from the underground reservoir to overhead water tank, all distribution pipe lines to kitchens and toilets of different unite and/or to the common portion.
3. That The Rajpur Sonarpur Municipality water supply or boring water to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.
4. Staircase and landings from ground floor to the ultimate roof level and lobbies common to staircase at different floors and the roof.
5. Water pump and motor, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, electric meter space, darwan room etc.
6. Boundary walls, main gates, driveways to the premises and buildings.
7. All other common areas and services of the building including all constructions and installations thereon and proportionate share of land attributable in the said area of flat, which includes area of staircase depth of walls and other service areas.
8. Right of egress and ingress to the top floor roof, all beams, rafters, columns, supports etc.
9. Lift, Lift Well, Lift Machine Room, etc.,

SCHEDULE 'E'

(COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.

- 5) The expenses of repairing, maintaining, painting, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities and expenses for insurance of said Building if required by all Purchasers.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

SCHEDULE : "F" ABOVE REFERRED TO
(DESCRIPTION OF THE SPECIFICATION)

Detail of Provisions to be made In The Flat / Flats As Follows :-

STRUCTURE & BRICK WORK : Reinforcement for column , Beam. Slab etc. will be approved as per Rajpur-Sonarpur Municipal drawing concrete will be as per ratio of stone chips 3/4 down, medium sand, Cement with the ratio 4:2:1 burn clay bricks 8"x5"x3" will be used for walls with moter ratio 5:1, 4:1, 3:1 as applicable . A: wall plaster would be in the respective ratio 4:1 and ceiling 3:1.

Internal Walls : Putty.

Exterior: Latest weather proof exterior finish paint of good quality

WATER SUPPLY : 24 hours water supply through deep tube well

ELECTRICAL : Concealed wiring with proper gauge of copper wire in PVC conduit to be done in Car Parking Space including point, switch, switch board cover etc. at suitable places according to requirements of a Car-Parking Space.

Place	Light Point	Fan Point	6Amp Point	Calling Bell	16 Amp Point	Exhaust Fan
Bed Room Each	3 Nos	1 Nos	1 Nos	-	1ACfor one bed room	-
kit/Din	3Nos	1 Nos	2 NoS	1 Nos	1 Nos	-
Toilet	1	-		-	1	1

w.c	1	-	-	-	-	1
Kitchen	1	-	1	-	1	1
Balcony	1		1	-	-	-

Generator: 24 hrs Power backup

Phone/TV wiring : TV & telephone point in living/dining room.

Exterior: Latest weather proof exterior finish paint of good quality.

Lift: Reputed make lift.

Roof: I. P. S. with roof treatment.

ELECTRICITY METER : The Vendors shall provide for the Electrical Meter for common services including stair case-'outer lighting initially at their cost but the amount shall be proportionately recovered from the intending buyers of the units.

N.B :: All fixtures such of any kind as Fan. Bulb, regulator exhaust fan etc. will be supplied by the purchasers.

IN WITNESS WHEREOF parties hereinabove 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

Allottee: (including joint buyers)

- (1) _____
- (2) _____

At _____ on _____
in the presence of:

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph
--	--

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

- (1) _____
(Authorized Signatory)

Please affix photograph and sign across the photograph
--

WITNESSES:

- 1. Signature _____ Name –
Address _____
- 2. Signature _____ Name–
Address _____

... As the Constituted Attorney of:

1. SHIPRA BOSE
2. KUNTAL BOSE
3. CHAMELI BOSE
4. SOUMITRA BOSE
5. SOMA DATTA
6. APARNA ROY
7. PRATIMA CHOWDHURY AND
8. BIJOY GHOSH

(Authorized Signatory of the Land Owners:)

PACIFIC CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER