

AGREEMENT FOR SALE

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

PACIFIC CONSTRUCTION

Proprietor

(1) **MRS. MALINI BHATTACHARYA** (PAN: ADPPB 6431 N), daughter of Late Akshyananda Bose, wife of Mr. Mihir Bhattacharya, by occupation- Retired Professor, by Nationality- Indian, by religion - Hindu, residing at B2/3, P.G.M. Shah Road, Golf Green, Police Station Tollygunge, Post Office- Golf Green, Kolkata-700095, District South 24 Parganas, (2) **DR. KETAKI BHATTACHARYA** (PAN: AECPB 0012 R), daughter of Late Akshyananda Bose, wife of Late Ramen Bhattacharya, by occupation- Retired Professor, residing at: B-62, Survey Park, 2nd Floor, Post Office & Police Station Santoshpur, Kolkata-700075 West Bengal (3) **MR. SAYANTAN BOSE** (PAN: BBXPB 0815 P) son of Late Kumardev Bose, by religion Hindu, Nationality- Indian, Occupation: Self Employed, Permanent residential at: R-132, Kamadahari Purba Para, Post Office Garia, Police Station Bansdrani (previously Regent Park), Kolkata - 700084, 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 context shall mean & include their and each of their heirs, successors, executors, administrators, legal representatives, assignees and persons, deriving title under them) of the FIRST PART and the Land Owners No. 1,2, 4 & 5 herein named being represented by their Constituted Attorney namely **M/S. PACIFIC CONSTRUCTION** a Proprietorship Firm, having its office at 395, Boral Main Road, Rangkal, Police Station Narendrapur (previously Sonarpur), Post Office Boral, Kolkata – 700154, District South 24 Parganas and being represented by its Sole Proprietor namely **SRI BIJOY GHOSH**, son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business and residing at C/9, Rajnarayan Park, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, by virtue of Development Power of Attorney dated 12.03.2020, which has been registered at the Office of the District Sub –

Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29880 to 29915 Pages and Being Deed No. 160100570 for the year 2020 and

* The General Power of Attorney dated 18.12.2022, duly authorized by Alok Srivastava Attaché (Consular), Embassy of India, Washington DC and also notarized by Mahadeo S. Wayal, Notary Public State of Maryland and subsequently been affirmed by Stamp Superintendent, Kolkata Collectorate on 07.02.2023.

A N D

PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Boral, Police Station Narendrapur, 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, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) SRI(PAN:), son of Sri Subodh Debnath , by occupation Service, **AND (2) SMT. (PAN:.....)** wife of Sri Subodh Debnath, a Housewife, -- both are by religion Hindu, by nationality Indian and residing at School Road, Puranahat, Burnpur, Paschim Bardhaman, Pin Code 713325, Post Office-Burnpur , Police Station-Asansol , District Paschim Bardhaman, hereinafter jointly 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:

WHEREAS one Gourimoni Dasi lawfully seized and possessed of and sufficiently entitled to 34 (Thirty Four) Decimal of Land, recorded in Dag No: 825 under Khatian No: 43 at Mouza- Kamdahari, R.S. No: 200, J.L. No: 49, P.S. Tollygunge, District: then 24 Parganas as per settled Rayati right.

AND WHEREAS the said Gourimoni Dasi sold all her aforesaid right, title, interest and possession in respect of the above mentioned property unto and in favour of one Sudash Chandra Naskar, by executing a Deed of Conveyance dated 28.10.1938, against consideration mentioned therein, which was registered at the office of the Sub-Registrar Alipore, South 24 Parganas and duly recorded in Book No. I, Volume No. 28, from 161 to 163 Pages, Being Deed No. 1855 for the year 1938.

Thus, the said Sudhas Chandra Naskar became the sole, lawful and absolute owner of the said Property as mentioned above, after taking physical measurement of the said Property, the local measurement of the said Property has become 20.60 Cottahs of the above mentioned Property and seized and possessed the said Property solely and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Sudash Chandra Naskar, on receipt of a fair consideration amount, sold and / or conveyed his right, title and interest in respect of the above mentioned property, to and in favour of one Durga Pada Seth and Bishnu Pada Seth, (both son of Late Hem Chandra Seth), by virtue of execution and registration of the Deed of Conveyance dated 15.11.1939, which was duly registered at the Office of the District Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 113, from 34 to 37 Pages and being Deed No. 3930 for the year 1939.

On and from the date of purchase of the said Property, the said Durga Pada Seth and Bishnu Pada Seth became the joint and absolute Owners and Possessors of the above mentioned property and thereby started to possess and enjoy the said jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Durga Pada Seth and Bishnu Pada Seth, on receipt of a fair consideration amount, have jointly and / or voluntarily sold and / or conveyed his right, title and interest in respect of the Plot of Land measuring about 10 (Ten) Cottahs 15 (Fifteen) Chittacks and 33 (Thirty Three) Sq. Ft., lying and situate within the District South 24 Parganas, Police Station Bansdroni (previously Tollygunge thereafter Regent Park), Additional District Sub registrar at Alipore, J.L. No. 49, R.S. No. 200, Touzi No. 14, Mouza Kamdahari, appertaining to Khatian No. 5, corresponding to R.S. Khatian No. 43, comprised under R.S. Dag No. 825, to and in favour of one Nripendra Chandra Sen (son of Late Prasanna Chandra Sen), by virtue of execution and registration of the Deed of Conveyance, which was duly registered at the Office of the Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 98, from 123 to 128 Pages and being Deed No. 5489 for the year 1959.

On and from the date of purchase of the said Property, the said Nripendra Chandra Sen became the sole and absolute Owner and Possessor of the above mentioned property and thereby started to possess and enjoy the said solely and absolutely and without any disturbances and / or hindrances from any corner and thereafter while seized and possessed the same, the said Nripendra Chandra Sen have developed and sub divided the said Property into two Plots of Land.

AND WHEREAS the said Nripendra Chandra Sen on receipt of a fair consideration amount, sold and / or conveyed his right, title and interest in respect of the Plot of Land measuring about 05 (Five) Cottahs 10 (Ten) Chittacks and 03 (Three) Sq. Ft., to and in favour of one Smt. Chameli Bose, (wife of Akshayananda Bose), by virtue of execution and registration of the Deed of Conveyance dated 22.07.1959, which was duly registered at the Office of the Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 108, from 202 to 207 Pages and being Deed No. 6737 for the year 1959.

On and from the date of purchase of the said Property, the said Chameli Bose became the sole and absolute Owner and Possessor of the above mentioned property and thereby started to possess and enjoy the said solely and absolutely and without any disturbances and / or hindrances from any corner and while seized and possessed the same, the said Chameli Bose availed a House Loan from the Government of West Bengal and for the same, an Indenture was executed by and between Government of West Bengal and Chameli Bose on 22.06.1960, which was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 88, from 240 to 249 Pages and being Deed No. 5693 for the year 1960 and the said House Loan amount has totally been assured by one Akhil Charan Bose as Surety of the said Deed.

Subsequently, the said Chameli Bose built a pucca two storied house over the said property and also paid back the loan amount accordingly to the

Government of West Bengal and after repayment of the entire loan amount, the said Chameli Bose and her husband Akshayananda Bose executed a Deed of Reconveyance dated 02.09.1970, which was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 74, from 123 to 129 Pages and being Deed No. 3210 for the year 1976.

AND WHEREAS while seized and possessed of the said Property along with Structure standing thereon, the said Chameli Bose died intestate on 24.02.2017, leaving behind her two married daughters namely Malini Bhattacharya and Ketaki Bhattacharya and only son namely Kumardev Bose, as her only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Chameli Bose. It is to be mentioned here that the husband of the said Chameli Bose i.e., Akshayananda Bose predeceased her on 12.04.1997.

HENCE, in accordance with the provisions of the Law of Inheritance, after the demise of the said Akshayananda Bose and Chameli Bose, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have become the joint and absolute Owners and Possessors of the Schedule A mentioned Property and thereby started to possess and enjoy the said property jointly and absolutely and without any disturbances and / or hindrances from any corner and thereafter, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have jointly mutated their names in the books and records of the Kolkata Municipal Corporation under Ward No. 111 and the said property has started to be known and numbered as the KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084 and started to be assessed under Assessee No. 31-111-12-0038-9 and thereby started to pay its taxes, rents and other payables to the Concerned Authorities regularly.

Thereafter, they have also recorded their names in the Records of the B.L. & L.R.O. and their names have duly been allotted under L.R. Khatian No. 280,

2166 and 2167 and thereby started to pay its taxes and khajna receipts to the Concerned Authorities regularly.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named **PACIFIC CONSTRUCTION**, to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern **PACIFIC CONSTRUCTION** being represented by its Sole Proprietor namely SRI BIJOY GHOSH have entered into a Development Agreement with the above mentioned Land Owners on 12.03.2020, with some settled terms and conditions as laid down in the said Development Agreement which was duly registered at the Office of the District Sub Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29641 to 29692 Pages and being Deed No. 160100563 for the year 2020. Subsequently, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have also executed a Development Power of Attorney on the same date i.e. on 12.03.2020, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the District Sub – Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29880 to 29915 Pages and Being Deed No. 160100570 for the year 2020.

AND WHEREAS with the initiation of the Developer Concern, a Building Plan of G + III storied Building has been sanctioned after complying all the required formalities from the Competent Authority of The Kolkata Municipal Corporation vide Building Permit No. 2021110028 dated 19.04.2021 of Borough XI, under Plan Case No. 2020110028.

AND WHEREAS in accordance with the said Sanctioned Building Plan, the Developer has started the work of construction deputing the Competent Engineer, Masons and Labours etc.

Subsequently, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose and M/s. Pacific Construction have mutually and amicably entered into a Supplementary Agreement dated 07.10.2021 in order to demarcate their specific allocation out of the entire multi storied building.

Thereafter, the said Kumardev Bose died intestate on 11.07.2022, leaving behind him, his only surviving son namely Sayantan Bose, as his only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Kumardev Bose. It is to be mentioned here that the wife of the said Kumardev Bose i.e., Bhaswati Bose predeceased him on 11.08.2018.

HENCE, in accordance with the provisions of the Law of Inheritance, after the demise of the said Kumardev Bose and Bhaswati Bose, the said Malini Bhattacharya, Ketaki Bhattacharya and Sayantan Bose have become the joint and absolute Owners and Possessors of the Schedule A mentioned Property and thereby started to possess and enjoy the said property jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Sayantan Bose being one of the co- owners of the Schedule A mentioned Property, have appointed and nominated SRI BIJOY GHOSH being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION, by virtue of a General Power of Attorney dated 18.12.2022,

duly authorized by Alok Srivastava Attache (Consular), Embassy of India, Washington DC and also notarized by Mahadeo S. Wayal, Notary Public State of Maryland and subsequently been affirmed by Stamp Superintendent, Kolkata Collectorate on 07.02.2023 for development and / or promotion of the Schedule A mentioned Property.

Subsequently, on the verge of completion of the building, a Supplementary Agreement has been executed by and between the Parties herein on 30.03.2023, for specifying their respective allocation.

The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed;

The Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated 21/08/0201 vide Sanction No.2021110028.

The Promoter has applied for registration certificate of the project, and to registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal Real Estate Regulatory Authority, Calcutta Greens Commercial Complex, 1st Floor, 1050/2, Survey Park, Kolkata-700075 Application No. WBRERA/NPR-000349; on 26/4/2023 under registration.

The Allottee had applied for an apartment in the Project and has been allotted apartment no. having carpet area of square feet and Balcony Area i.e. (.....) Only Square feet Super Built-up area, type G+III, on **Second floor** in [tower/block/building] no. ("Building") along with garage/closed parking no..... admeasuring **135** Square Feet on the Ground Floor [Please insert the location of the garage/closed parking], 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 A-1);

The Parties have gone through all the terms and conditions 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 hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/closed parking (if applicable) 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(One Thousand One Hundred Sixty Three) Sq.Ft. (carpet area as per RERA 695Sqft and Balcony area.....) bearing Flat No. at theside on theFloor on "PACIFIC CHAMELI" along with Garage/Cover Car Parking No..... admeasuring 135Sq.Ft. on the Ground Floor at or for a Total consideration of Rs...../- (Rupees.....) only plus 5% G.S.T on the aforesaid consideration value i.e./-, aggregating both Rs...../- (Rupees.....) only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. _____ Apartment no. Type G + III Floor , areaSft.	Rate of Apartment per square feet* @...../-
Amount	Rs...../-
G.S.T 5%	Rs...../-
Total Amount	Rs...../-

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1 -/-
Car Parking No..... Cover Car Parking Area 135Sq.Ft.	Rs...../-
G.S.T 5%	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 of the Flat and Car Parking Space is/-

(iii) 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 Cess 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 payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iv) 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;

(v) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2) One garage(s)/closed parking(s) 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 occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is 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.

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 Car Parking Space/ closed 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 CHAMELI** 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 **GST** byon datedas 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 CHAMELI** ' 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 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] within 31st day of December, 2023, 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 15th days of receiving the occupancy certificate* of the Project.

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;

(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 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 Promoter. 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.

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:

.....and(Name of Allottee)

..... (Allottee Address)

PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Boral, Police Station Narendrapur, 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.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece or parcel of Land, being more or less a plot of land of about 05 (Five) Cottahs 10 (Ten) Chittacks and 03 (Three) Sq. Ft., lying and situate within the District South 24 Parganas, Police Station Bansdroni (previously Tollygunge thereafter Regent Park), Additional District Sub registrar at Alipore, J.L. No. 49, R.S. No. 200, Touzi No. 14, Mouza Kamdahari, appertaining to Khatian No. 5, corresponding to R.S. Khatian No. 43, corresponding to L.R. Khatian No. 280, 2166 and 2167, comprised under R.S. & L.R. Dag No. 825, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 111, being known and numbered as the KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084 and assessed under Assessee No. 31-111-12-0038-9.

The property is butted and bounded by:

ON THE NORTH	: Land of Smt. Kalpana Roy;
ON THE SOUTH	: Land under Plot No. 768 and 769;
ON THE EAST	: Land of Smt. Dipti Banerjee;
ON THE WEST	: Land under Plot No. 826.

SCHEDULE 'A-1'
(THE BUILDING)

ALL THAT the G + III storied building, as per the Building Permit No. 2021110028 dated 19.04.2021 of Borough XI, under Plan Case No. 2020110028, consisting Flats, Car parking Spaces, Spaces and other units.

The name of the Building is “**PACIFIC CHAMELI**”.

The Lift Facility is provided within the building.

SCHEDULE 'B'
(THE FLAT AND ROOF COVERED CAR PARKING SPACE TO BE
SOLD UNDER THIS AGREEMENT FOR SALE)

ALL THAT the Self Sufficient Residential Flat, being No., at theSide of the Second Floor, measuring about Sq.Ft. of Carpet Area without balcony i.e. (.....) Sq. Ft. of Super Built Area, consisting of (.....) Bed rooms, 01(One) Pantry, 01 (One) Drawing and Dining space, 01(One) toilet, 01(One)W.C,01(One) balcony, along with a Car Parking Space being No. 03, on the Ground Floor, measuring about 135 (one Hundred Thirty Five) Sq. Ft., along with the proportionate share and interest in the Land under the Building, to be constructed at the KMC Premises No. 38, Kamdahari Purba Para, Kolkata - 700084, District : South 24 Parganas, 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 attached and due to the property under this Agreement, coupled with the common and individual duties and liabilities.

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.....** /-(Rupees Fifty Four Lac Sixty Seven Thousand Two Hundred)**only** total the following manner, where 5% G.S.T shall be added with each mode of payment, i.e. Total payment to be made **Rs.....** /-(Rupees Fifty Seven Lac Forty Thousand Five Hundred Sixty) Only including the Central Govt. Goods & Service Tax.

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

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

Total -...../-

(Rupees.....) **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.
- 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.

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)

WITNESSES:

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

Please affix photograph and sign across the photograph

... As the Constituted Attorney of :

- 1. MALINI BHATTACHARYA
- 2. KETAKI BHATTACHARYA and
- 3. SAYANTAN BOSE

(Authorized Signatory of the Land Owners

PACIFIC CONSTRUCTION

Proprietor