

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this the \_\_\_\_\_ day of Two Thousand and Nineteen (2019).

### **B E T W E E N**

**SRI DEBRAJ DE (having PAN BZFPD9721C)**, son of Sri Dipak De, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 3, Shyamnagar Road, Post Office – Bangur Avenue, Police Station – Dum Dum, Kolkata – 700 055, District – North 24 Parganas, being represented by his constituted Attorney namely **M/S. SHOVARA PROJECTS PVT. LTD. (having PAN AAVCS4201M)**, a Company incorporated under the Companies Act, 1956, having its office at Premises No. 37, Jessore Road, “Shovona Plaza”, 3<sup>rd</sup> Floor, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas, being represented by its Director namely **SRI DEBRAJ DE (having PAN BZFPD9721C)**, son of Sri Dipak De, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 3, Shyamnagar Road, Post Office – Bangur Avenue, Police Station – Dum Dum, Kolkata – 700 055, District – North 24 Parganas, empowered and authorised by virtue of a Development Power of Attorney dated 26<sup>th</sup> day of September, 2016 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 276862 to 276880, Being No. 150607589 for the year 2016, hereinafter called and referred to as the “**VENDOR/OWNER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

### **A N D**

**M/S. SHOVARA PROJECTS PVT. LTD. (having PAN AAVCS4201M)**, a Company incorporated under the Companies Act, 1956 having its office at Premises No. 37, Jessore Road, “Shovona Plaza”, 3<sup>rd</sup> Floor, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas, being represented by its Director namely **SRI DEBRAJ DE (having PAN BZFPD9721C)**, son of Sri Dipak De, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 3, Shyamnagar Road, Post Office – Bangur Avenue, Police Station – Dum Dum, Kolkata – 700 055, District – North 24 Parganas, hereinafter called and referred to as the “**DEVELOPER/PROMOTER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**

### **A N D**

\_\_\_\_\_ (**having PAN \_\_\_\_\_**), son of Late Gopi Mohan Kundu, by faith - Hindu, by nationality - Indian, by occupation - \_\_\_\_\_, residing at Premises No. \_\_\_\_\_ Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, Kolkata - \_\_\_\_\_, District - \_\_\_\_\_, hereinafter jointly and/or severally called and referred to as the "**ALLOTTEE(S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

The Vendor/Owner, the Promoter/Developer and the Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**DEFINITIONS :**

For the purpose of this Agreement for Sale, unless the context otherwise requires :-

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**Section**" means a section of the Act.

**WHEREAS :**

- A. The Vendor/Owner herein is the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of a plot of bastu land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 07 (seven) Chittacks 15 (fifteen) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road) also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata - 700 074 at Mouza - Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana - Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. & L. R. Dag No. 3173 appertaining to R. S. Khatian No. 184 corresponding to L. R. Khatian No. 982 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10 in the District of North 24 Parganas particularly mentioned and described in the **Schedule - A** hereunder written and hereinafter referred to as the said Premises.
- B. The said Premises and/or a part thereof has been earmarked for the purpose of construction, erection and completion of building and/or buildings, each building and/or buildings to comprise of various Flats/Units/Apartments/Commercial Spaces/constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- C. The mode and manner by which the Vendor/Owner has acquired right, title and interest in the Schedule - B will appear from the Schedule - A hereunder written

and/or given.

- D. The said land is earmarked for the purpose of construction of a residential/Commercial Project comprising multistoried apartment buildings and the said project shall be known as “**SHOVONA HEIGHTS**” with the object of using for any commercial purpose and/or service apartments.
- E. The Developer/Promoter is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the said land on which Project is to be constructed and/or has been completed.
- F. The **SDDM/LBS-04/2019-20** has granted the Commencement Certificate to develop the Project vide Approval dated 05.04.2017 bearing Registration No. M-213428-5.
- G. The Developer/Promoter submitted an Addition & Alteration Map or Plan of a multistoried building to the Municipal Authority of South Dum Dum Municipality for sanction or caused to be sanctioned and the South Dum Dum Municipality sanctioned the First Plan on 28.09.2016 vide Plan No. 530, then on 14.07.2017 vide Plan No. 191, again **G+VI on 21.09.2017 vide Plan No. 491, on 06.08.2018 vide Plan No. 234 and finally on 29.05.2019 vide Plan No. 35** in respect of the said Municipal Holding No. 242, Dum Dum Road Cossipore Road, Kolkata – 700 074 in Ward No. 10 under South Dum Dum Municipality.
- H. The Developer/Promoter has obtained the Fire License **vide No. IND/WB/FES/20182019/28491** dated **07.01.2019**.
- I. The Developer/Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on **02.01.2019** under Registration No. **HIRA/P/NOR/2019/000312**.
- J. The Allottee(s) has/have applied for an apartment in the said Project and has/have been allotted the Apartment No. “\_\_\_\_\_” having a carpet area of 902 (Super Built Up Area Approx. \_\_\_\_\_ **Sq.ft.**) Sq.ft. Approx. on the \_\_\_\_\_ **Floor** of the said Project known as “**SHOVONA HEIGHTS**” on the land containing by estimation an area of 11 (eleven) Cottahs 07 (seven) Chittacks 15 (fifteen) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road) also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. & L. R. Dag No. 3173 appertaining to R. S. Khatian No. 184 corresponding to L. R. Khatian No. 982 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10 in the District of North 24 Parganas as permissible under the applicable law and of pro-rata share in the common areas as defined under Clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule - B and the floor plan of the apartment is annexed hereto).

- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
1. The Allottee(s) has/have independently examined and verified or caused to be examined and verified, inter alia, the following and has/have fully satisfied himself/herself/themselves about the same;
    - 1.1 The Title of the Vendor/Owner in respect of the Premises;
    - 1.2 The Sanctioned Plans of the Building and further revised Sanctioned Plan;
    - 1.3 The Carpet Area of the Said Apartment;
    - 1.4 The Specifications and common Portions of the Project; and
    - 1.5 The respective rights interest and entitlements of the Vendor/Owner, the Developer/Promoter and the Allottee(s) under this Agreement for Sale.
- L. The Parties hereby confirm that they are signing this Agreement for Sale with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.
- M. 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.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee(s) hereby agree/s to purchase the said Apartment No. “ \_\_\_\_\_ ” on the \_\_\_\_\_ **Floor** specified in Para - J.

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

1 **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree/s to purchase, the Apartment as specified in Para - J.

1.2 The Total Price for the Apartment based on the Carpet Area is **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**).

Apartment No. "____"	Rate of Apartment per square
_____ <b>Floor</b>	feet
<b>Total Price Rs.</b> _____/-	_____/- (On Carpet Area)

**THE SAID CONSIDERATION MONEY AS THE PRICE OF THE APARTMENT TOGETHER WITH THE SHARE OF PROPORTIONATE LAND SHALL BE PAID AS FOLLOWS:**

<b>Payment Schedule</b>		
<b>Particulars</b>	<b>Amount in Rs.</b>	<b>GST (5%)</b>
<b>On Agreement 10%</b>	<b>=00</b>	<b>=00</b>
After completion of Foundation 14%	<b>=00</b>	<b>=00</b>
After completion of Ground Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of First Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of Second Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of Third Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of Forth Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of Fifth Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
After completion of Sixth Floor Casting Work 8%	<b>=00</b>	<b>=00</b>
During Brick Work of the Flat or Unit Concerned 10%	<b>=00</b>	<b>=00</b>
On completion of Flooring Work of the Flat or Unit 5%	<b>=00</b>	<b>=00</b>
<b>On Handing Over 5%</b>	<b>=00</b>	<b>=00</b>
<b>Total</b>	<b>=00</b>	<b>=00</b>

More fully mentioned in Para - I of the Payment Plan (Schedule - C) hereinafter.

1.3 In addition to the above all other payments shall be payable by the Allottee(s) as mentioned in Payment Plan, Part - II to Part - IV (Schedule - C).

- 1.4 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree/s to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Developer/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.5 The Allottee(s) shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.6 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in the Schedule - D and Schedule - E in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act.  
Provided that the Developer/Promoter may make such additions or alterations as may be required by the Allottee(s), or such minor changes or alteration if permitted under the provisions of the Act.
- 1.7 The Developer/Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the said building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter, if there is reduction in the carpet area then the Developer/Promoter shall refund the excess money paid by Allottee(s) within forty-five days, the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, of the Apartment, allotted to Allottee(s), the Developer/Promoter may demand that from the Allottee(s) as per the next milestone of the payment plan as provided in Schedule - C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 9.3 the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below :
- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
  - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer/Promoter shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the Completion Certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, marbles/tiles, Doors, Windows,

maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee(s) has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their Apartment, as the case may be.

1.9 It is made clear by the Developer/Promoter and the Allottee(s) agree that the Apartment shall be treated individually and in case the Allottee(s) also purchase/s a covered/open/mechanical parking space then the same shall be treated as a separate single unit for all purposes. Be it noted that the Allottee(s) purchasing the mechanical parking area has/have to bear the cost of maintenance and the electricity bill of the car lift and machines of mechanical parking.

1.10 The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/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 Allottee(s), the Developer/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, prior to handover of the balance amount of maintenance charge to the society.

1.11 The Allottee(s) has/have paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only as booking amount being part payment towards the Total Price of the Apartment of **(Rs. \_\_\_\_\_)** only at the time of signing this Agreement for Sale. The receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agree/s to pay the remaining price as prescribed in the Payment Plan (Schedule - C) as may be demanded by the Developer/Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delay/s in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Developer/Promoter, within the stipulated time as mentioned in the Payment Plan (through A/c. Payee Cheque/Demand Draft/ Bankers Cheque or Online Payment) in favour of **Shovona Projects Pvt. Ltd.** payable at Kolkata.

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

3.1 The Allottee(s), if resident(s) outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all

other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer/Promoter with such permission, approvals which would enable the Developer/Promoter to fulfil its obligations under this Agreement for Sale. 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above, The Allottee(s) shall keep the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any Third Party making payment/remittances on behalf of any Allottee(s) and such Third Party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorize/s the Developer/Promoter to adjust appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment, if any, in his/her/their name(s) and the Allottee(s) undertake/s not to object/demand/direct the Developer/Promoter to adjust his/her/their payments in any manner.

5. **TIME IS ESSENCE:**

The Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be, subject to Force Majeure as describe in Para - 7.1. Similarly the Allottee(s) shall pay all accounts payable as per Payment Plan (Schedule - C) as and when due & demanded.

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

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer/Promoter. The Developer/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the

Competent Authorities and provisions prescribed by the South Dum Dum Municipality.

**7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the said Apartment** - The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer/Promoter assures to hand over possession of the Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on not later than **31<sup>st</sup> 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" as mentioned in Clause 7.1 and with Application of Booking Form Clause 9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree/s that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree/s and confirm/s that, in the event it becomes impossible for the Developer/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the allotment within 45 (forty five) days from that date. The Developer/Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree/s that he/she/they shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Developer/Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the Conveyance Deed in favour of the Allottee(s) shall be carried out by the Developer/Promoter within **3 (three) months** from the date of issue of Occupancy Certificate. The Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee(s) after taking possession, agree/s to pay the maintenance charges as determined by the Developer/Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the Project. The Developer/Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee(s) at the time of Conveyance of the same. In case, the Allottee(s) express/es his/her/their view to take physical possession of the under constructed Apartment and give/s a written application for handover of physical possession after full payment in such case the Completion Certificate shall be handed over only after obtaining the same from the Competent Authority.

- 7.3 **Failure of Allottee(s) to take Possession of the Apartment** – Upon receiving a written intimation from the Developer/Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer/Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fail/s to take possession within the time provided in Para 7.1 such Allottee(s) shall continue to be liable to pay interest on due payments and maintenance charges as specified in Para 7.2.
- 7.4 **Possession by the Allottee(s)** – After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Developer/Promoter to handover the necessary documents and plans, including common areas to the Association of Allottees or the Competent Authority, as the case may be.
- 7.5 **Cancellation by the Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Allottee(s) propose/s to cancel/withdraw from the Project without any fault of the Developer/Promoter, the Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be refunded by the Developer/Promoter to the Allottee(s) within 45 (forty five) days of such cancellation.
- 7.6 **Compensation** - The Developer/Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer/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 in Para 7.1; or (ii) due to discontinuance of its business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish/s to withdraw from the Project without prejudice to any other remedy available, to refund the total amount received by it in respect of the Apartment, including compensation if any in the manner as provided under the Act within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER:**  
The Developer/Promoter herein represents and warrants to the Allottee(s) as follows:
- (i) The Developer/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 Developer/Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
  - (iii) There are no encumbrances upon the said land or the Project.

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer/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 Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Developer/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(s) under this Agreement.
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) The Developer/Promoter confirms that the Developer/Promoter is fully Authorized and not restricted to construct and use its land only for residential purpose but shall develop the land for construction of Spaces/Apartments for usage for any commercial purpose too for which the Allottee(s) shall have no objection and/or cannot arise any disputes thereof for such purpose at any point of time forever.
- (x) At the time of execution of the Conveyance Deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) 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. In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern Department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xii) The Developer/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 till the Completion Certificate has been issued and possession of the Apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Developer/Promoter in respect of the said land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- (i) The Developer/Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Occupation Certificate and Completion Certificate, as the case may be, has been issued by the Competent Authority.
- (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Developer/Promoter under the conditions listed above, Allottee(s) is/are entitled to the following :

- (i) Stop making further payments to Developer/Promoter as demanded by the Developer/Promoter. If the Allottee(s) stop/s making payments the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest ; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer/Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, within forty-five days of receiving the termination notice.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fail/s to make payments for consecutive demands made by the Developer/Promoter as per the Payment Plan Schedule - C annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to it by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer/Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

#### 10. **CONVEYANCE OF THE SAID APARTMENT:**

The Developer/Promoter on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee(s), shall execute a Conveyance Deed and convey the title of the Apartment togetherwith proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate and the Completion Certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fail/s to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorize/s the

Developer/Promoter to withhold registration of the Conveyance Deed in his/her/their favour till payment of stamp duty and registration charges to the Developer/Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**

The Developer/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 Allottees upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has been excluded in the Total Price of the Apartment.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Developer/Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Developer's/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agree/s 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.

14. **USAGE:**

Use of Service/Common Areas: The service area, if any, as located within the "**SHOVONA HEIGHTS**", shall be earmarked for purposes such as services including but not limited to stairs, overhead tank, underground water tanks, lift machine room etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.

All the Unit Holder shall be liable to pay the proportionate cost/fees for renewal of the fire license failing which the Association/other unit holders shall have the right to initiate legal proceedings for non-compliance.

However, The entire South facing (Dum Dum Road facing) Outside wall of the building which covers the Car Parking area only, will be used for displaying Branding/advertisement by using ACP board, Sign Board or LED/LCD board by the brand of Commercial user of Ground and/or First Floor as decided by the Owner of the Ground and/or First Floor and for such usage of the wall of Second

Floor covering the Car Parking area, the Ground and First Floor owner, will pay a sum of Rs. 100/- (One Hundred Only) per month to the Society of the building. Be it noted that, the Electricity consumed by the display board, Led board, sign board will be borne by the Ground Floor and/or First Floor user/s and the electrical points used by the signboard/LED boards will be directly connected to the meter of the user of Ground Floor and/or First Floor. The Owner of the Ground Floor and/or First Floor will determine that, how much portion of the board (installed on Second Floor Car Parking wall) will be used Ground Floor user/s and/or First Floor user/s, the Society of the building will have no say on that. The Society is only eligible to have an amount of Rs. 100/- (One Hundred Only) per month for allowing the Ground Floor and/or First Floor owner, to fix signage on Second Floor Car parking wall.

Be it also noted that, the Society will have no say and cannot demand any amount for display of signage on the commercial portion of Ground Floor, First Floor and Second Floor.

This is also to mention that at present there is no tax on signage as per present Municipal/Corporation rule, but if the Municipality/Corporation imposes any tax on signage then the Ground Floor and/or First Floor user/s using the Second Floor Car Parking wall, for signage will be liable for paying such tax. At that point neither the Society nor the Ground Floor and/or First Floor Owner will be liable for paying such tax.

Moreover the owner of the Commercial part that is the owner of Ground & First Floor and part of Second Floor will have unhindered access to the roof of the building. The owner of Ground & First Floor and commercial part of Second Floor have every right to fix V-SAT antenna/tower, RF Devices and any other devices for optical fibre, giga fibre etc., for the usage of their own connectivity, and thus for such own usage (usage for Ground, First & part of Second floor) fixing of any antenna, tower or devices, the owner's association neither will be able to object and nor will be able to charge any compensation or rent on the Commercial owner of Ground, First & part of Second Floor. However the commercial owners of Ground Floor, First Floor part of Second Floor and as well as the residential owners also will not be able to fix any mobile company tower and to earn rent from such mobile company tower.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Para 12 above, the Allottee(s) shall after taking possession, be solely responsible to maintain the Apartment at his/her/their 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 staircase, 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 damage or jeopardized.
- 15.2 That Allottee(s) further undertake/s, assure/s and guarantee/s that he/she/they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of his/her/their Apartment in the

Building or anywhere on the exterior of the Project, buildings therein or Common Areas, excepting Second Floor Car Parking South & Dum Dum Road facing Outside Wall, where the Ground Floor and/or First Floor Owner is authorized to display Sign board, Nameplate, Facade, LED Board. The owners of commercial part on Ground & First Floor, part of Second Floor are also authorised to fix tower, antenna, V-sat devices, RF devices, optical fibre & giga fibre devices for their own usage. First Floor & Part of Second The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee(s) shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the Association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee(s) 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 PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Developer/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

18. **THE DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Developer/Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Developer/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee(s) until, firstly, the Allottee(s) sign/s and deliver/s 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Developer/Promoter. If the Allottee(s) fail/s execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/Promoter shall serve a notice to the Allottee(s) for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

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 Apartment and the Project shall equally be applicable to and enforceable against and by 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 LIMIT AT IN TO ENFORCE:**

- 24.1 The Developer/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(s) in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer/Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties 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. **SERVICEABILITY:**

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 the 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(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

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 completed only upon its execution by the Developer/Promoter through its Authorized Signatory at the places which may be mutually agreed between the Developer/Promoter and the Allottee(s), at Shovona Plaza, 37, Jessore Road, Kolkata – 700 074 after the Agreement is duly executed by the Allottee(s) and the Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at any of the Jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

29. **NOTICES:**

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

1. \_\_\_\_\_  
**Premises No.** \_\_\_\_\_ **Post Office** - \_\_\_\_\_,  
**Police Station** - \_\_\_\_\_, **Kolkata** - \_\_\_\_\_, **District** - \_\_\_\_\_.

2. **SRI DEBRAJ DE**  
**Premises No. 3, Shyamnagar Road, Post Office – Bangur Avenue, Police Station – Dum Dum, Kolkata – 700 055, District – North 24 Parganas.**

It shall be the duty of the Allottee(s) and the Developer/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 Developer/Promoter or the Allottee(s), as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Developer/Promoter to the Allottee(s) 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. **SAVINGS :**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee(s) in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the Allottee(s) under the Agreement for Sale of under the Act or the rules or the regulations made thereunder.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

If any clause in the agreement is in contradictory to the West Bengal Housing Industry Regulatory Act, 2017 and West Bengal Housing Industry Regulation Rules, the provisions as per the Act will be valid.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the Vendor/Owner at Kolkata  
in the presence of :-

1.

2.

-----  
**As the constituted Attorney  
of the Vendor/Owner**

**SIGNED, SEALED AND DELIVERED**

by the Developer/Promoter at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Developer/Promoter**

**SIGNED, SEALED AND DELIVERED**

by the Allottee(s) at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Allottee(s)**

**SCHEDULE 'A'**

- (A) One Smt. Matangini Debi was the absolute owner of ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of 02.6362 Acres be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata appertaining to C. S. Khatian No. 184 under

the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas free from all encumbrances whatsoever.

- (B) By virtue of a Deed of Sale dated 08<sup>th</sup> December, 1897 duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 12, Pages 200 to 203, Being No. 1743 for the year 1897, the said Matangini Debi indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of land hereditaments and premises containing by estimation an area of 02.6362 Acres be the same a little more or less including all easement rights and appurtenance thereto lying situate at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata appertaining to C. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Tulsi Das Dey free from all encumbrances whatsoever.
- (C) The said Tulsi Das Dey died intestate leaving behind his surviving wife Smt. Haridasi Dasi and only son Sri Lalit Mohan Dey as his only heirs and successors and the said Haridasi Dasi died intestate in the year 1933 leaving behind her said surviving son Sri Lalit Mohan Dey as her only heir and successor and the said Lalit Mohan Dey also died intestate in the year 1951 leaving behind his surviving three sons namely Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey and Sri Srikanta Dey as his only heirs and successors and accordingly upon the demise of said Lalit Mohan Dey the said land left by him devolved upon his said three sons to the extent of undivided 1/3<sup>rd</sup> share each in accordance with the Hindu Law of Succession.
- (D) Thus being the absolute owners by virtue of said inheritance the said Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey and Sri Srikanta Dey jointly mutated their names in respect of the said land measuring an area of 02.6362 Acres be the same a little more or less in the record of rights of the concerned authority under C. S. Khatian No. 184 and as well as in the records of the South Sum Dum Municipality upon payment of relevant khajanas and taxes thereof to the said concerned authorities.
- (E) The said Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey and Sri Srikanta Dey duly executed a Deed of Agreement dated 09<sup>th</sup> December, 1967 for the amicable partition of the above mentioned property alongwith their other immovable joint properties.
- (F) By virtue of a Deed of Settlement dated 04<sup>th</sup> July, 1975 duly registered in the office of the Registrar of Assurances at Calcutta in Book No. I, Volume No. 169, Pages 236 to 247, Being No. 3907 for the year 1975, the said Sri Lakshmi Kanta Dey transferred his allotted property in favour of his wife Smt. Dipta Dey with separate arrangement and on the terms and conditions as stated therein.
- (G) By virtue of a Deed of Kobala dated 22<sup>nd</sup> June, 1976 corresponding to 8<sup>th</sup> Ashar, 1383 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 58, Pages 252 to 256, Being No. 4209 for the year 1976, the said Smt. Dipta Dey with the said Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey and Sri Srikanta Dey indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot

of land hereditaments and premises containing by estimation an area of 04 (Four) Cottahs 12 (Twelve) Chittacks 04 (Four) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at Municipal Holding No. 223/A, Dum Dum Cossipore Road, Kolkata - 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 639 appertaining to C. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 2 unto and in favour of Sri Santosh Kumar Karmakar free from all encumbrances whatsoever.

- (H) By virtue of a Deed of Kobala dated 22<sup>nd</sup> June, 1976 corresponding to 8<sup>th</sup> Ashar, 1383 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 82, Pages 17 to 21, Being No. 4207 for the year 1976, the said Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey, Sri Srikanta Dey and Smt. Dipta Dey indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of 04 (Four) Cottahs 11 (Eleven) Chittacks 19 (Nineteen) Sq.ft. be the same a little more or less out of 33.12 Decimals including all easement rights and appurtenances thereto lying situate at Municipal Holding No. 223/A, Dum Dum Cossipore Road, Kolkata - 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 639 appertaining to C. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 1 unto and in favour of Sri Sudhir Bhattacharjee free from all encumbrances whatsoever.
- (I) By virtue of a Deed of Conveyance dated 14<sup>th</sup> March, 1978 duly registered in the office of the District Registrar at Alipore in Book No. I, Volume No. 70, Pages 1 to 9, Being No. 1351 for the year 1978, the said Sri Santosh Kumar Karmakar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of bastu land containing by estimation an area of 04 (Four) Cottahs 12 (Twelve) Chittacks 04 (Four) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at Municipal Holding No. 223/A, Dum Dum Cossipore Road, Kolkata - 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 639 appertaining to C. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 2 unto and in favour of S. B. Engineering Company, a Proprietorship Firm represented by its sole Proprietor Sri Sudhir Bhattacharjee free from all encumbrances whatsoever.

- (J) By virtue of a Deed of Conveyance dated 12<sup>th</sup> November, 1970 corresponding to 26<sup>th</sup> Kartick, 1377 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 110, Pages 27 to 30, Being No. 6963 for the year 1970, the said Sri Lakshmi Kanta Dey, Sri Durga Kanta Dey and Sri Srikanta Dey indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of bastu land containing by estimation an area of 01 (One) Cottah 13 (Thirteen) Chittacks be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 638 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 10 unto and in favour of Smt. Ava Rani Das free from all encumbrances whatsoever.
- (K) Thereafter by virtue of a Deed of Kobala dated 18<sup>th</sup> June, 1971 corresponding to 3<sup>rd</sup> Ashar, 1378 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 54, Pages 41 to 45, Being No. 3470 for the year 1971, the said Smt. Ava Rani Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of bastu land containing by estimation an area of 01 (One) Cottahs 13 (Thirteen) Chittacks be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 638 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 10 unto and in favour of the said Sri Sudhir Bhattacharjee free from all encumbrances whatsoever.
- (L) By virtue of a Deed of Kobala dated 09<sup>th</sup> March, 1976 duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 27, Pages 119 to 124, Being No. 1307 for the year 1976, the said Sri Sudhir Bhattacharjee indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of bastu land containing by estimation an area of 01 (One) Cottahs 13 (Thirteen) Chittacks be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag No. 638 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot

No. 10 unto and in favour of Sri Anil Chitrakar free from all encumbrances whatsoever.

- (M) By virtue of a Deed of Conveyance dated 1<sup>st</sup> day of December, 1978 duly registered in the Office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 165, Pages 32 to 39, Being No. 6957 for the year 1978, the said Sri Anil Chitrakar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of bastu land containing by estimation an area of 01 (one) Cottah 13 (thirteen) Chittacks be the same a little more or less including all easement rights and appurtenances thereto lying situate at Municipal Holding No. 225, Dum Dum Cossipore Road (old Holding No. 209/1, Dum Dum Cossipore Road, formerly 191, Dum Dum Cossipore Road), Kolkata - 700 074 at Mouza - Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana - Kalikata comprised in C. S. Dag No. 638 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24-Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto and marked thereon as Plot No. 10 unto and in favour of the said S. B. Engineering Company, a Proprietorship Firm represented by its sole Proprietor Sri Sudhir Bhattacharjee free from all encumbrances whatsoever.
- (N) After purchase of the said plots of land the said Sri Sudhir Bhattacharjee mutated his name in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said municipal authority assessed the said plots of land as Municipal Holding No. 311, Dum Dum Cossipore Road, Kolkata - 700 074 under the Police Station of Dum Dum in the District of North 24 Parganas.
- (O) By virtue of the said Deeds mentioned hereinabove thus the said Sri Sudhir Bhattacharjee, sole Proprietor of S. B. Engineering Company became the absolute Owner of ALL THAT piece or parcel of the said plots of bastu land hereditaments and premises containing by estimation a total area of 11 (eleven) Cottahs 04 (four) Chittacks 23 (twenty three) Sq.ft. be the same a little more or less togetherwith asbestos shed including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 311, Dum Dum Cossipore Road, Kolkata - 700 074 at Mouza - Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana - Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas free from all encumbrances, liens, lispensens, attachments, claims and demands in any manner whatsoever.
- (P) Subsequently by virtue of a Deed of Gift dated 25<sup>th</sup> March, 1999 duly registered in the office of the District Registrar at Barasat, North 24

Parganas in Book No. I, Volume No. 43, Pages 200 to 213, Being No. 2119 for the year 1999, the said Sri Sudhir Bhattacharjee in consideration of natural love and affection indefeasibly granted, transferred, assigned and assured ALL THAT piece or parcel of the said plot of bastu land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 04 (four) Chittacks 23 (twenty three) Sq.ft. be the same a little more or less togetherwith an old structure thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 311, Dum Dum Cossipore Road, Kolkata – 700 074 also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24-Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of his wife and only son namely Smt. Jyoti Bhattacharjee and Sri Debasish Bhattacharjee free from all encumbrances whatsoever.

- (Q) After obtaining the said bastu land hereditaments and premises the said Smt. Jyoti Bhattacharjee and Sri Debasish Bhattacharjee jointly mutated their names in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said municipal authority assessed the said plot of land as Municipal Holding No. 242, Dum Dum Cossipore Road, Kolkata – 700 074 under the Police Station of Dum Dum in the District of North 24 Parganas.
- (R) By virtue of a Deed of Gift dated 12<sup>th</sup> August, 2010 duly registered in the office of the Additional Registrar of Assurances – II at Kolkata in Book No. I, C.D. Volume No. 31, Pages 4453 to 4466, Being No. 09980 for the year 2010, the said Smt. Jyoti Bhattacharjee in consideration of natural love and affection indefeasibly granted, transferred, assigned and assured ALL THAT piece or parcel of the plot of bastu land hereditaments and premises containing by estimation an area of 05 (five) Cottahs 10 (ten) Chittacks 11.5 (eleven point five) Sq.ft. be the same a little more or less togetherwith 500 Sq.ft. old structure thereon including all easement rights and appurtenances thereto being the undivided 50% share of the said land measuring an area of 11 (eleven) Cottahs 04 (four) Chittacks 23 (twenty three) Sq.ft. togetherwith 1500 Sq.ft. old structure thereon lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road), Kolkata – 700 074 also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24-Parganas

particularly mentioned and described in the Schedule thereunder written unto and in favour of her said only son Sri Debasish Bhattacharjee free from all encumbrances whatsoever.

- (S) Thereafter the said Sri Debasish Bhattacharjee mutated his name in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said municipal authority assessed the said plot of land as Municipal Holding No. 242, Dum Dum Cossipore Road, Kolkata – 700 074 under the Police Station of Dum Dum in the District of North 24 Parganas under Holding ID No. 10795.
- (T) In the manner aforesaid thus the said Sri Debasish Bhattacharjee became the sole and absolute owner of ALL THAT piece or parcel of the said plot of bastu land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 04 (four) Chittacks 23 (twenty three) Sq.ft. be the same a little more or less togetherwith 1500 Sq.ft. old tin shed structures thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road), Kolkata – 700 074 also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10 in the District of North 24-Parganas free from all encumbrances whatsoever.
- (U) Subsequently by virtue of a Deed of Conveyance dated 15<sup>th</sup> day of February, 2016 made between the said Sri Debasish Bhattacharjee therein referred to as the Vendor of the First Part, the Vendor/Owner herein Sri Debraj De therein referred to as the Purchaser of the Second Part and the said Smt. Jyoti Bhattacharjee therein referred to as the Confirming Party of the Third Part and duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 54696 to 54731, Being No. 150601297 for the year 2016, the said Sri Debasish Bhattacharjee indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of bastu land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 04 (four) Chittacks 23 (twenty three) Sq.ft. but on physical measurement it stands to an area of 11 (eleven) Cottahs 12 (twelve) Chittacks 39 (thirty nine) Sq.ft. be the same a little more or less togetherwith 1500 Sq.ft. cemented flooring old tin shed structures thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road), Kolkata – 700 074 also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag

No. 3173 appertaining to R. S. Khatian No. 184 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10 in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor/Owner herein Sri Debraj De free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever and after purchase of the said land and demolition of the existing structure thereon a physical measurement has been duly made and after measurement of the said land it stood to an area of 11 (eleven) Cottahs 07 (seven) Chittacks 15 (fifteen) Sq.ft. be the same a little more or less and it is mentioned herewith that the actual physical measurement of the said land was faulty before registration of the Deed of Conveyance dated 15<sup>th</sup> day of February, 2016 as there were scattered structures and bushes therein the said land.

- (V) Thereafter by virtue of a Deed of Boundary Declaration dated 28<sup>th</sup> day of June, 2016 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 191430 to 191448, Being No. 150605151 for the year 2016 in respect of Boundary of the said land hereditaments and premises particularly mentioned and described thereunder written and subsequently the said Sri Debraj De the Vendor/Owner herein mutated his name in respect thereof the said land hereditaments and premises in the records of the South Dum Dum Municipality and upon mutation the said Municipal Authority assessed the same as Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road), Kolkata – 700 074 under the Police Station of Dum Dum in the District of North 24-Parganas.
- (W) After verification of the said original Deed of Conveyance dated 15<sup>th</sup> day of February, 2016 and the said original Deed of Boundary Declaration dated 28<sup>th</sup> day of June, 2016 certain mistakes and inaccuracies have accidentally and inadvertently crept in the said Deed of Conveyance and Deed of Boundary Declaration and in consequence thereof by virtue of two Deeds of Declaration dated 24<sup>th</sup> day of August, 2016 both duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum (1) in Book No. I, Volume No. 1506-2016, Pages 255961 to 255975, Being No. 150606879 for the year 2016 and (2) in Book No. I, Volume No. 1506-2016, Pages 255976 to 255990, Being No. 150606880 for the year 2016 the said mistakes and inaccuracies have been rectified and corrected as mentioned therein the said two Deeds of Declaration.
- (X) The Vendor/Owner herein submitted a Site Plan before the South Dum Dum Municipality and duly sanctioned the said Plan vide Plan No. 276 dated 12.09.2016 by the said Municipal Authority on the terms and conditions as applicable therein.
- (Y) Thus the Vendor/Owner herein became the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plot of bastu land hereditaments and premises

containing by estimation an area of 11 (eleven) Cottahs 07 (seven) Chittacks 15 (fifteen) Sq.ft. be the same a little more or less togetherwith a cemented flooring tile shed structure thereon measuring an area of 1400 Sq.ft. more or less as security room including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road), Kolkata – 700 074 also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. Dag No. 3173 appertaining to R. S. Khatian No. 184 corresponding to Modified Khatian No. 104 appertaining to New Khatian No. 1243 (Modified) under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10 in the District of North 24 Parganas free from all encumbrances, liens, lispens, attachments, claims and demand in any manner whatsoever.

- (Z) The Vendor/Owner herein entered into a Development Agreement dated 26<sup>th</sup> day of September, 2016 with the Developer/Promoter herein M/s. Shovona Projects Pvt. Ltd., having its office at Premises No. 37, Jessore Road, “Shovona Plaza”, 3<sup>rd</sup> Floor, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 275909 to 275947, Being No. 150607562 for the year 2016.
- (Zi) The Vendor/Owner herein entered into a Development Power of Attorney dated 26<sup>th</sup> day of September, 2016 with the Developer/Promoter herein the said M/s. Shovona Projects Pvt. Ltd., having its office at Premises No. 37, Jessore Road, “Shovona Plaza”, 3<sup>rd</sup> Floor, Post Office – Motijheel, Police Station – Dum Dum, Kolkata – 700 074, District – North 24 Parganas duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 276862 to 276880, Being No. 150607589 for the year 2016.
- (Zii) The Vendor/Owner with respect to the Previous Development Agreement dated 26<sup>th</sup> day of September, 2016 have revised the Owner’s Allocation through a Supplemental Agreement dated 30<sup>th</sup> day of September 2017 and the said Supplemental Agreement to be treated as a part of the said principal Development Agreement.
- (Ziii) After signing the Development Agreement, the Developer/Promoter in its costs and expenses have sanctioned the building plan from the South Dum Dum Municipality. The First Plan was sanctioned on 28.09.2016 vide Plan No. 530, then on 14.07.2017 vide Plan No. 191, again G+VI on 21.09.2017 vide Plan No. 491, on 06.08.2018 vide Plan No. 234 and finally on 29.05.2019 vide Plan No. 35.
- (Ziv) The said land was recorded in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 982 comprised in L. R. Dag No. 3173 in the name of the Vendor/Owner herein.

**SCHEDULE ‘B’**

**DESCRIPTION OF THE APARTMENT AND COVERED PARKING**

**PART - I**

**ALL THAT** the Apartment No. “\_\_\_\_\_” with Carpet Area of 902 (Super Built Up Area Approx. \_\_\_\_\_ **Sq.ft.**) Sq.ft. Approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the \_\_\_\_\_ **Floor** of “**SHOVONA HEIGHTS**” at all that piece or parcel of a plot of bastu land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 07 (seven) Chittacks 15 (fifteen) Sq.ft. be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 242, Dum Dum Cossipore Road (old Holding No. 311, Dum Dum Cossipore Road) also known as Premises No. 225, Dum Dum Cossipore Road, Kolkata – 700 074 at Mouza – Bagjola, J. L. No. 21, R. S. No. 68, Touzi No. 182, Pargana – Kalikata comprised in C. S. Dag Nos. 638 & 639 appertaining to C. S. Khatian No. 184 corresponding to R. S. & L. R. Dag No. 3173 appertaining to R. S. Khatian No. 184 corresponding to L. R. Khatian No. 982 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 10, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as follows :

- ON THE NORTH** : Partly by existing (G+IV) storied building and partly by existing – II storied building;
- ON THE SOUTH** : Partly by 65’-0” wide Dum Dum Cossipore Road and partly by others property;
- ON THE EAST** : By 18’-0” wide Road;
- ON THE WEST** : By 14’-10” wide Road.

**PART - II**

Description of the Floor Plan for the Apartment No. “\_\_\_\_\_” on the \_\_\_\_\_ **Floor** of “Shovona Heights”.

- a) No. of Bed Room :  
b) Living/Dining Space :  
c) Study Room :  
d) Kitchen :  
e) Toilet :  
f) Balcony :

The said Apartment No. “\_\_\_\_\_” is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto.

**PART - III**

No Parking Space purchased by the Allottee(s) in the building.

**SCHEDULE ‘C’**  
**PAYMENT PLAN**

**PART - I**  
**“AGREED CONSIDERATION”**

Consideration of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ )  
only for the Undivided Share and for construction and completion of the said  
Apartment No. “\_\_\_\_\_” on the \_\_\_\_\_ **Floor** admeasuring 902 (Super Built Up  
Area Approx. \_\_\_\_\_ **Sq.ft.**) Sq.ft. Approx Carpet Area.  
Goods & Service Tax as applicable extra on total value at current rates and/or as  
applicable at the time of payment.

Goods & Service Tax Registration Number **19AAVCS4201M1ZS.**

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

**PART - II**

All payments under Instalment Payment Plan [**IPP**] shall be made within a  
maximum period of 10 [Ten] days of issue of demand letter otherwise interest  
applicable as per Rules shall be charged. In case payments is not made for two  
months from the demand date then the booking shall be cancelled at the sole  
discretion of “Developer/Promoter” i.e. “Shovona Projects Pvt. Ltd.” and the  
Company shall deduct 15% as Service Charges plus applicable Goods & Service  
Tax on the amount so received till such time and refund the balance payment  
without any interest thereon.

All payments received after due date will be first applied towards applicable interest  
and other sums, if any due and thereafter towards the instalments. No payment  
will be received after due date without the payment of the applicable interest, if  
any.

**PART - III**

The “Developer/Promoter” shall endeavour to construct the said Apartment and  
make the same ready for delivering the possession thereof not later than December,  
2023 from the date of booking subject to Force Majeure as mention in Application  
of Booking Form and/or reasons beyond the control of the “Developer/Promoter” in  
which circumstances Clause No. 7.6 shall be applicable. Further Clause Nos. 7.1 to  
7.5 shall also be applicable with regards to the possession of the Said Apartment.

**PART - IV**

**Section A: Additional Payments payable wholly by the Allottee(s)**

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment  
and/or development charges and any other tax, duty, levy or charge that may be  
applicable, imposed or charged etc. by the State/Central Government, if any, in  
connection with construction or transfer of the said Apartment in favour of the  
Allottee(s).

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. It is further stated that over and above the stamp duty and registration charge a fixed cost of Rs. 60,000.00 (Rupees Sixty Thousand) only plus applicable GST only is to be paid for legal charges.
- (c) Charges levied by the “Developer/Promoter” for any additional or extra work done or any additional amenity or facility or additional fittings, fixtures provided or any changes, additions, alterations or variation made in the said Apartment from the declared specifications including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Building or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Building and/or providing any additional or special provision, facility, fitting or amenity in the Building and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section-B :** Additional payments payable proportionately by the Allottee(s) to the Developer/Promoter are additional of the chargeable area.

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional of the chargeable area :

- (a) Legal fee payable to the Developer/Promoter.
- (b) Security Deposit and meter cost for induction of the meter in the name of the Allottee(s).

#### **PART – V**

Additional consideration payable to the “Developer/Promoter” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “Developer/Promoter”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART – VI**

#### **“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 1/- [Rupees One Only] per Sq.ft for 12 [twelve] months.
- (b) Deposit for Corporation/Jila Parishad/Panchayat/Local Authority Taxes.

- (c) Deposit for electric supply including transformer and electrical sub-station and meters.
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee(s) under Part - I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the "Developer/Promoter" at the appropriate time. The Allottee(s) agree/s and undertake/s to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'D'**  
**SPECIFICATIONS, AMENITIES, FACILITIES**  
**(WHICH ARE PART OF THE APARTMENT)**  
**SPECIFICATIONS**

**FOUNDATION** : Concrete piling, R.C.C. shallow foundation as per plan. For Casting Work Branded Company's Steel, Cement will be used. Other materials such as Stone Chips, Sand and Bricks will be used of First Class Quality, e. g. For Foundation Work 3/4<sup>th</sup> Stone Chips and Full Course Sand for other casting work 5/8<sup>th</sup> Stone Chips and Full Course Sand and for Brick work and plastering 1<sup>st</sup> Class Bricks and Medium Course Sand, Course Sand will be used respectively.

**FLOORS** : The Entire Floors of the proposed building will be provided with 2' x 2' Vitrified, Joint-Free, Glossy/Super matt Floor Tiles, manufactured by an ISO9002 company.

**WALLS** : Outer wall 8" thick, inner wall 3" thick & partition wall between each flat 5" thick.

**DOORS** : 4" x 2.5" section Door Frames made with wood. Main Door of wood with polish finishes Laminated or Steel Door, other Doors will be 32mm ISI boiling water proof flush door finished with enamel paint. PVC Door will be provided in Toilets with necessary Hinges, screws and fittings of ISI marked.

**WINDOWS** : Aluminium Sliding Windows with M. S. Grills.

**TOILETS** : 8" x 12" Luster Series Colour Printed glazed tiles in walls up to Door Frame Level, Concealed G. I. pipe line, Shower point with necessary C. P. Fittings of Branded Company's and White Plain Commode of Standard make common for Toilets and white PVC Cistern of same Make will have basin in Common toilet.

**PLUMBING** : ½" diameter concealed PVC Pipe & Fittings will be provided in kitchen & toilets. 1.5" diameter concealed G.I. Pipe, Fittings & necessary Valves (ISI Marked) will be provided for 24 Hours water supply from overhead reservoir to each flat.

**SANITARY** : All sanitary lines both vertical & horizontal for each and every kitchen & toilets of each flat will be finished with Supreme make HDPE Pipe & Fittings, will have one basin in Dining.

**ELECTRICAL** : All wiring will be concealed by PVC Conduit with flame Retardant PVC Insulated Cables of necessary Gauge and specification of Finolex Brand alongwith Modular Switch, Plug-Points, and 15 AMP. Power Points, Fuses, MCB Switches of ISI Marked Modular.

**INTERIOR WALL COATS** : All interiors walls will be finished with a coat of Putty.

**EXTERNAL PAINT** : External Walls will be finished with Exterior Acrylic Emulsion.

**OPEN TERRACES** : The Entire Roof Surface of the proposed building will be provided with 10” x 10” Water Proof Roof Tiles with necessary water-proofing chemical treatment.

**COMMON AREAS** : All roads, driveways, paved, paths, and passages will be finished with 32 mm rough (anti-skied) Kota Stone/Checker Tiles.  
All extra works other than this specification will be charged as extra and that must be paid in advance.

**THE SCHEDULE “E” ABOVE REFERRED TO**  
**(COMMON PORTIONS)**  
**PART - I**

- A. **Common Parts** and **Portions** in the Building.
1. Lift in the building for residential purpose.
  2. Lift for car parking (applicable for the owners of parking area using the car lift).

**PART - II**  
**(COMMON EXPENSES)**

1. Maintenance of the common area to be fixed by the Association of the Owners.
2. Maintenance of the car lift and electricity cost of the mechanical parking and car lift to be borne by the owners of the car parking.
3. Cost for annual maintenance contract for all Fire Fighting equipments and installations and also the cost of renewal of Fire License on expiry of the same, time to time.

**R E C E I P T**

**RECEIVED** of and from the within named Allottee(s) the within mentioned sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only being the earnest money and/or part payment under this Agreement for Sale as per Memo of Consideration given below:-

**MEMO OF CONSIDERATION**

- (1) By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_,  
drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch. **Rs...../-**
- 2) By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_,  
drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch. **Rs...../-**
- Total :-** **Rs...../-**  
.....  
.....

**(Rupees \_\_\_\_\_ Only)**

**WITNESSES :**

- 1.
- 2.

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**Signature of the Developer/Promoter**

**Drafted by : -**

**(Kalipada Charan),  
Advocate,  
Erl. No. WB/881/86,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment,  
Flat No. 2, Dum Dum,  
Kolkata – 700 030,  
(Sealdah Court).**