

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this [•] day of [•], 2023 at Kolkata (“**Deed**”)

### BY AND BETWEEN

1. (A) **CEREBRUM TRADECOM PRIVATE LIMITED** (PAN: AA ECC9592L, CIN: U51909WB2012PTC185357), a company within the meaning of the Companies Act, 2013, having its registered office at 23, Manick Bandopadhyay Sarani, P.S. and P.O. Regent Park, Kolkata, Pin 700040 duly represented by its Authorised Signatory Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 1**”); (B) **INCEPTION TRADECOM PRIVATE LIMITED** (PAN:AADCI0225R, CIN:U51909WB2012PTC185381), a company within the meaning of the Companies Act, 2013, having its registered office at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 duly represented by its Authorised Signatory Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 2**”); (C) **SKYGRAPH TRADECOM PRIVATE LIMITED** (PAN: AASCS4020P, CIN: U51909WB2012PTC188956), a company within the meaning of the Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, Block A, 5<sup>th</sup> Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001 duly represented by its Director/Authorised Signatory Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 3**”); (D) **INBRED MERCHANTS PRIVATE LIMITED** (PAN: AADCI1215P, CIN: U51909WB2012PTC189159), a company within the meaning of the Companies Act, 2013, having its registered office at 1/B, Nando Mullick Lane, Kolkata, P.S. Jorasanko, P.O. Beadon Street, Pin 700006 duly represented by its Authorised Signatory Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 4**”); (E) **ALPIC BUILDERS PRIVATE LIMITED** (PAN: AA ECA4977D), CIN: U51109WB1996PTC078170), a company within the meaning of the

Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 5<sup>th</sup> Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001 duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 5**”); (F) **GOLDBURN DEALCOM PRIVATE LIMITED** (PAN: AABCG0129L, CIN: U51109WB1994PTC066967), a company within the meaning of the Companies Act, 2013, having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 5<sup>th</sup> Floor, Room No. 507, Kolkata, P.S. Hare Street, P.O. R.N. Mukherjee Road, Pin 700001, duly represented by its Authorised Signatory Mr. Anurag Jhunjunwala (PAN: AFJJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029 (“**Owner No. 6**”); (G) **SOMNATH CHAUDHURI** (PAN: ABVPC4736F, Aadhaar No.: 999025700741, son of late Shakti Kumar Chaudhuri, by faith Hindu, by occupation service, residing at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin, 700040 (“**Owner No. 7**”); (H) **ANKHI PATRA** wife of Mr. Nirmal Kumar Patra (PAN: BNYPP3594E, Aadhaar No.: 722201886173, daughter of late Shakti Kumar Chaudhuri, by faith Hindu, by occupation homemaker, residing at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 (“**Owner No. 8**”); and (I) **RAJASRI CHAKRABARTI** *alias* **RAJASREE CHAKRABARTI** *alias* **RAJASHREE CHAKRABORTY** wife of Mr. Ajay Chakrabarty (PAN: APVPC1311A, Aadhaar No.: 854579832295, daughter of late Shakti Chaudhuri, by faith Hindu, by occupation homemaker, residing at 23, Manick Bandopadhyay Sarani, Kolkata, P.S. and P.O. Regent Park, Pin 700040 (“**Owner No. 9**”), hereinafter collectively referred to as the “**Owners**” (which term or expression shall unless executed by or repugnant to the context be deemed to mean and include their heirs, successors, successors in interest, executors, administrators, legal representatives and/or permitted assigns, as may be applicable) duly represented by their constituted attorney Pasari Promoters Pvt. Ltd. (PAN: AABCP9425A, CIN: U70109WB1988PTC044788), a company within the meaning of the Companies Act, 2013, having its registered office at 35, Ballygunge Park, Kolkata, P.S. Karaya, P.O. Ballygunge, Pin 700019 duly represented through its Director/Authorised Signatory (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●] by virtue of the Power of Attorney dated 20<sup>th</sup> April, 2023 registered with the office of DSR-II, Alipore recorded as Deed No. 160205510 for the year 2023 of the **FIRST PART**.

2. **SUPREMUS PROJECTS LLP** (PAN: ACNFS0917M, LLPIN: AAC-0401), a limited liability partnership incorporated in terms of the Limited Liability Partnership Act, 2008, having its registered office at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029, duly represented by its designated partner Mr. Anurag Jhunjhunwala (PAN: AFJPJ1107M, Aadhaar No.: 588034160072), son of Mr. Deepak Jhunjhunwala, working for gain at 37C, Hindustan Road, Kolkata, P.S. Gariahat, P.O. Gariahat Market, Pin 700029, hereinafter referred to as “**Supremus**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/ or permitted assigns) duly represented by its constituted attorney Pasari Promoters Pvt. Ltd. (PAN: AABCP9425A, CIN: U70109WB1988PTC044788), a company within the meaning of the Companies Act, 2013, having its registered office at 35, Ballygunge Park, Kolkata, P.S. Karaya, P.O. Ballygunge, Pin 700019 duly represented through its Director/Authorised Signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●] by virtue of the Power of Attorney dated 20<sup>th</sup> April, 2023 registered with the office of DSR-II, Alipore recorded as Deed No. 160205510 for the year 2023 of the **SECOND PART**

**AND**

3. **PASARI PROMOTERS PRIVATE LIMITED** (PAN: AABCP9425A, CIN: U70109WB1988PTC044788), a company within the meaning of the Companies Act, 2013, having its registered office at 35, Ballygunge Park, Kolkata, P.S. Karaya, P.O. Ballygunge, Pin 700019 duly represented by its Authorised Signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], hereinafter referred to as the “**Promoter**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or assigns) of the **THIRD PART**.

**AND**

4. *[If the Purchaser is a company]*  
[●] (PAN: [●], CIN: [●]), a company incorporated within the meaning of the Companies Act, 2013, having its registered office at [●], P.S. [●] and P.O. [●], Kolkata [●] duly represented by its authorized signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the “**Purchaser**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to

mean and include its successors in interest and/ or permitted assigns) of the **FOURTH PART**

[OR]

4. *[If the Purchaser is a Partnership Firm]*

[•] (PAN: [•]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], represented by its authorized partner, [•], (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners’ respective heirs, executors, administrators, legal representatives, successors and/ or permitted assigns ) of the **FOURTH PART**

[OR]

4. *[If the Purchaser is a Limited Liability Partnership]*

[•] (PAN: [•], LLPIN: [•]), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, and having its principal place of business at [•], represented by its authorized partner, [•], (PAN: [•], Aadhaar No.: [•]), son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**Purchaser**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/ or permitted assigns) of the **FOURTH PART**

[OR]

4. *[If the Purchaser is an Individual]*

[•] (PAN: [•], Aadhaar No.: [•]) son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and/ or permitted assigns) of the **FOURTH PART**.

The Owners, the Promoter, Supremus shall hereinafter collectively be referred as the “**Transferors**”.

The Owners, the Promoter, Supremus and the Purchaser shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS** - For the purpose of this Deed of Conveyance, unless the context otherwise requires: -

- a) **“Said Land”** shall mean ALL THAT piece and parcel of land admeasuring 42 Cottahs 12 Chittacks equivalent to 70.38 decimal (as per physical measurement 41 Cottahs 14 Chittacks 12 square feet equivalent to 69.12 decimals more or less) together with structures standing thereon comprised in Premises No. 23, Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040, presently within the limits of Ward No. 97 of the Kolkata Municipal Corporation, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, West Bengal;
- b) **“Agreement for Sale”** shall mean the agreement dated [●] executed by and between the parties herein duly registered with the office of [●] recorded in Book No. I, Volume No. [●], pages from [●] to [●], Being No. [●] for the year [●].
- c) **“Development Agreement”** shall mean the Development Agreement dated 20th April, 2023 bearing Deed No.160205507 of the year 2023 registered in DSR-II, Alipore read with the Supplementary Agreement dated 20<sup>th</sup> April, 2023;
- d) **“Project”** shall mean a residential housing complex known as ‘Pasari Group Chitrakatha’ under construction on the said land;
- e) **“Plan”** means the sanctioned building plan and layout plan bearing no.2021100195 dated 15.03.2022 issued by KMC, as revised or caused to be revised by the Developer in respect of the subject property and the Project, and shall include any modification, alterations, amendments, additions or deletions as may be done thereto from time to time by the Promoter as per the KMC Acts and Rules.
- f) **“Building”** shall mean two residential blocks consisting of various self-contained Apartment and car parking spaces and constructed spaces to be constructed on the said land as per plan;
- g) **“Common Area”** shall have the same meaning as morefully described in Fourth Schedule written hereunder;

- h) **“Force Majeure”** shall mean Any event of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and any pandemic or epidemic which may directly or indirectly affect the construction work and also;
- i) **“Apartment”** means a separate self-contained residential space for exclusively enjoyment by a specific Allotee as morefully described in the “Second Schedule” hereunder.
- j) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- k) **“Built-up Area”** for the Apartment shall means the Carpet Area of such Apartment and Balcony area, plantation area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment/Balcony and any other Apartment/Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of such Apartment/Balcony.

**WHEREAS:**

- A. The Owners are the absolute and lawful owners of land admeasuring 70.38 decimal situated comprised in Premises No. 23 Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040 within the limits of Ward No. 97 of the Kolkata Municipal Corporation, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, West Bengal more fully described in the **First Schedule** hereunder written (**“Said Land”**) in the manner as provided in the **Third Schedule** (**“Devolution of Title in respect of the Said Land”**) hereunder written.
- B. The Owners, Supremus and the Promoter have entered into a joint development agreement dated 20<sup>th</sup> April, 2023 registered at the office of the District Sub-Registrar – II, South 24 Parganas, Alipore in Book No. I, Volume No. 1602-2023, Pages from 179652 to 179734 bearing being No. 160205507 of the year 2023 (**“Development Agreement”**), wherein the said Parties would be entitled to their respective allocations as specified in the Development Agreement, in accordance

with the terms and conditions stipulated therein and also one Supplementary Agreement dated 20<sup>th</sup> April, 2023 (“**Supplementary Agreement**”), wherein the said Parties would be entitled to their respective allocations as specified in the Development Agreement and Supplementary Agreement, in accordance with the terms and conditions stipulated therein.

- C. The Said Land is earmarked for the purpose of development of a residential housing complex the said complex shall be known as ‘Pasari Group Chittrakatha’ (“**Project**”).
- D. In pursuance of the Development Agreement, the Promoter had submitted a building plan before the Kolkata Municipal Corporation (“**KMC**”), which was duly sanctioned on [•] being Sanction Plan No. [•] (“**Sanctioned Plan**”), which includes all alterations and/ or modifications made thereto from time to time and as may be permitted by the concerned authorities and commenced construction of the Project.
- E. The Promoter has obtained registration of the Project from the West Bengal Real Estate Regulatory Authority (“**Authority**”) having registration number [•] and the said registration is valid till [•].
- F. The Promoter has completed the construction of the Project on the Said Land in accordance with the Sanctioned Plan and has obtained a Completion Certificate being No. [•] dated [•] (“**Completion Certificate**”).
- G. The Purchaser by way of an Agreement for Sale dated [•] registered with the Office of the [•] in Book No. [•], Volume No. [•], Pages from [•] to [•] being No. [•] for the year [•], the Transferors have agreed to sell, transfer and convey to the Purchaser and the Purchaser agreed to purchase from the Transferor **ALL THAT** the Apartment being No. [•] having Carpet Area of [•] square feet (corresponding to [•] square feet of built-up area, on [•] floor in [block[•]] No. [•] (“**Building**”) along with the right to use [•] car parking space(s), as permissible under the applicable law, forming part of the allocation of the [Promoter/ Owner No. 1 to Owner No. 6 / Supremus], as specified in the Development Agreement, together with undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas (as defined hereinafter) and together with the *pro rata* right to use the common areas (“**Common Areas**”) (defined

hereinbelow) (hereinafter referred to as the “**Apartment**”) more fully described in **Second Schedule** hereunder written and the floor plan of the Apartment is annexed hereto and marked as **Annexure A**, for the Total Price as agreed thereunder and on the terms and conditions mentioned therein (“**Agreement for Sale**”) ;

- H. .
- I. The Apartment and Common Areas in relation to the Project is complete in all respects to the full and final satisfaction of the Purchaser.
- J. The Purchaser has now requested the Owners, the Promoter and Supremus to execute and register a Deed of Conveyance in respect of the Apartment in favour of the Purchaser.
- K. At or before the execution hereof, the Purchaser has fully satisfied himself/herself/itself and accepts, acknowledges and confirms that:
- i. The right, title and interest of the Promoter and the Owners in respect of the Said Land and to develop and deal with the Project intended to be constructed/ developed on the Said Land;
  - ii. The nature, state, condition and measurement of the Said Land and the Project and the manner in which the same is/ are presently intended to be used;
  - iii. The proposed location, lay out plan and the dimensions of the Apartment;
  - iv. The Common Areas which are intended to form a part of the Project:
  - v. The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Purchaser as also the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Promoter;
  - vi. The specifications as also the measurements, dimensions, designs and drawings of the Apartment;
  - vii. The state and condition of the Apartment which is intended to be handed over to the Purchaser subject to compliance by the



Purchaser of each of the stipulated terms as mentioned in the Agreement for Sale to the satisfaction of the Promoter;

- viii. The workmanship and quality of construction of the Apartment and the Project, including but not limited to the structural stability of the same;
  - ix. The total area comprised in the Apartment;
  - x. The Completion Certificate issued by the concerned authority;
  - xi. The final scheme of usage and enjoyment of the Common Areas as contained in these presents;
  - xii. The Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or in respect of the Project;
  - xiii. The Promoter may make further additions and alterations to the Building Plans without affecting the Apartment or reducing the Common Areas, amenities and facilities mentioned in **Fourth Schedule** ;
  - xiv. The Purchaser accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Purchaser hereunder shall remain constant; and
  - xv. That the Purchaser has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Purchaser.
- L. The Purchaser has conducted necessary due diligence with respect to the Apartment, Said Land and the Project and after fully satisfying himself/herself/itself about the right, title and interest of the Owners, Promoter and Supremus to the Said Land, Apartment and the Project, as the case may be, and all legal incidents and matters in relation thereto and/ or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto in connection with the same.

M. The Parties are now entering into this Deed to record the terms and conditions of the sale, transfer and conveyance of the Apartment by the Transferors, in favour of the Purchaser, free from all sorts of encumbrances, charges, liens, *lis pendens*, demands, claims, hindrances, attachments, debts, dues, acquaintances and requisitions, trust, vesting of whatsoever or howsoever nature, without any interference, disturbance, obstruction from any person.

**NOW THIS DEED OF CONVEYANCE HEREBY WITNESSETH AS FOLLOWS:**

**1. SALE AND TRANSFER**

In the premises herein contained and in consideration of a total sum of INR [•] (Indian Rupees [•]) only (“**Total Price**”) out of which (i) an amount of INR [•] (Indian Rupees [•]) has already been received by the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*] from the Purchaser on or prior to the execution and registration of the Agreement for Sale; and (ii) the balance amount of INR [•] (Indian Rupees [•]) only paid by the Purchaser to the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*] on or prior to the execution and registration of this Deed in terms of the Payment Schedule specified in the Agreement for Sale (the receipt of which sum the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*] does hereby as well as in the Memo of Consideration appearing hereinafter acknowledge as full and final consideration and of and from the same and every part thereof do hereby acquit, release and forever discharge the Purchaser and the Apartment hereby transferred), the Transferors do hereby, grant, convey, assign, sell, transfer and assure free from all encumbrances, charges, liens, *lis pendens*, liabilities, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions, trust, vesting and disputes of whatsoever and howsoever nature **UNTO AND IN FAVOUR** of the Purchaser absolutely, the Apartment in the Project being Apartment No. [•] having Carpet Area of [•] square feet (corresponding to [•] square feet of built-up area, on [•] floor in [block[•]] No. [•] (“**Building**”) along with the right to use [•] car parking space(s), as permissible under the applicable law, forming part of the allocation of the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*], as specified in the Development Agreement, together with undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas (as defined hereinafter) and together with the *pro rata* right to use the common

areas (“**Common Areas**”) (hereinafter referred to as the “**Apartment**”) more fully described in **Second Schedule** hereunder written and the floor plan of the Apartment is annexed hereto and marked as **Annexure A TOGETHER WITH** the Transferors entire right, title and interest in respect of the Apartment and all facilities and commodities, benefits, permissions, entitlements, advantages and all manner of former or other rights, claims, demands, liberties, easements, privileges, appendages, appurtenances, benefits and advantages whatsoever belonging to the Apartment or usually enjoyed or occupied therewith **TOGETHER WITH** all rights and vertical and lateral supports, easements, quasi easements, privileges, advantages whatsoever thereto or to any part(s) thereof respectively belonging or appertaining thereto or therewith, usually held, occupied or enjoyed or reputed or known as part(s) hereof **TO HAVE AND TO HOLD** the same and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively, absolutely and forever in favour of the Purchaser.

**2. THE TRANSFERORS DO HEREBY JOINTLY AND SEVERALLY COVENANT WITH THE PURCHASER AND DECLARE as follows:**

- a. The Transferors have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the Apartment in the manner aforesaid;
- b. That the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*] has on this day delivered vacant, peaceful, legal and physical possession of the Apartment to the Purchaser for his/her/it exclusive ownership, use and enjoyment thereof;
- c. It shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, hold, use and enjoy the Apartment and every part thereof for residential purpose and to receive the rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Transferors or any person claiming through or under the Transferors;
- d. The [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*] shall upon reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or

other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Apartment hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser;

- e. In case any structural defect relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii. If there are changes, modifications or alteration in electrical lines and/ or wirings after the possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and/ or wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv. If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration works

including any addition and/ or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect including but not limited to damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- v. Different materials have different co-efficiency of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost;
- vi. If the materials, fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his/her/its agents in the manner in which same is required to be maintained;
- vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/ or in the Apartment, going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
- viii. Any defect due to force majeure;
- ix. Failure to maintain the amenities/ equipment;
- x. Due to failure of on part of Purchaser to have in place Annual Maintenance Contract ("**AMC**") as may be applicable for any electrical or electronics appliances;
- xi. Regular wear and tear; and
- xii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained in it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.

- f. The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be mutated with the records of the Kolkata Municipal Corporation as the sole, exclusive and absolute owner of the Apartment at the cost of the Purchaser;

**3. THE TRANSFERORS DO TH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:**

The Transferors doth hereby repeats and reiterates all representations and warranties, as made in the Agreement for Sale and in addition to that further represents and warrants to the Purchaser that:

- a. The Owners have absolute, clear and marketable title with respect to the Said Land;
- b. The Promoter has requisite rights in respect of development upon the Said Land and absolute, actual, physical and legal possession of the Said Land and the Project;
- c. The Promoter has completed the construction of the Project including the Apartment after having all requisite approvals from the concerned authorities for the same by following due process of law;
- d. The Promoter has obtained the Completion Certificate with respect to the Project;
- e. There are no encumbrances upon the Said Land, Project or the Apartment;
- f. There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment;

- g. The Transferors has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right tide and interest of the Purchaser created herein, may be prejudicially affected;
- h. The [Promoter/ Owner No. 1 to Owner No. 6 / Supremus] has handed over lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the Common Areas shall be handed over to the association of purchasers, once the same has been formed and registered;
- i. The Apartment and the Project are complete in all respect, habitable and have been constructed and developed without any defect with respect to the workmanship or quality or structural construction;

**4. THE PURCHASER DOTH HEREBY COVENANT WITH THE TRANSFERORS as follows:**

- a. The Purchaser and all other persons deriving title under it/them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Agreement for Sale, which shall apply *mutatis mutandis*;
- b. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Apartment from the date of delivery of possession of the Apartment to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Transferors and the association of purchasers/ maintenance company (as applicable) saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Transferors for nonpayment or delay in payment of the same;
- c. In the event of any default by the Purchaser in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses as specified in the **Fifth Schedule** hereunder written, within the due dates

and in the manner mentioned hereunder, the Promoter in its sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the deposit the amount/s under default..

## **5. MAINTENANCE OF THE APARTMENT/PROJECT**

- a. The Promoter shall be, either by itself or through its nominated agent, responsible to provide and maintain the Project, including the Common Areas, till taking over of the maintenance of the Project by the association of purchasers subject to purchasers making payment of the maintenance charges agreed under these presents.
- b. The terms, conditions, covenants, restrictions etc., pertaining to use and enjoyment of the Common Areas of the Project are contained in **SIXTH SCHEDULE** hereto and all the purchasers of the Apartment shall be bound and obliged to comply with the same.
- c. The Allottee shall be liable to pay interest @2% (two percent) per month on the due amounts and if such default shall continue for a period of 3 (three) months then in that event, the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Project and the Promoter/association of allottees as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - (i) not to allow the usage of lifts, either by Allottee, his family members, domestic help and visitors.
  - (ii) to discontinue the facility of DG Power back-up
  - (iii) to discontinue the usage of all amenities and facilities provided in the Project to the Allottee and his family members/guests.
  - (iv) the Promoter / association of allottees as the case may be shall be having lien on the Project for such unpaid amount of maintenance charges.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made



payment of all the dues together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/association of allottees to realize the due amount from the Allottee.

## **6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/ association of purchasers/ maintenance company, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Purchaser agrees to permit the Promoter/ association of purchasers/ maintenance company to enter into the Apartment or any part thereof, after due prior written notice of 48 (forty eight) hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

## **7. USE OF SERVICE AREAS**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s)/ storage room(s)/ changing room/ washroom(s) for staff etc. and other permitted uses as per Sanctioned Plan. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Promoter/association of purchasers formed by the purchasers for rendering maintenance services.

## **8. COMPLIANCE WITH RESPECT TO THE APARTMENT**

- a. The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Apartment or the staircases, lifts, common passages, 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 Project are not in any way damaged or jeopardized;

- b. The Purchaser further undertakes, assures and guarantees that he/she/it would not put any signboard/ nameplate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project therein or the Common Areas. The Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common areas of the Project. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment; and
- c. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of purchasers and/or maintenance company appointed by the association of purchasers.
- d. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **9. MISCELLANEOUS:**

- a. Save and except the Apartment the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other apartments and spaces or constructed areas to the extent not forming part of the Common Areas and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/ or part with possession of the same and/ or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively;
- b. The Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the Apartment has

been granted Completion Certificate. The Purchaser shall within 6 (six) months from the date hereof apply for at his/her/its own costs separate assessment and mutation of the Apartment in the records of the concerned municipal authorities and pay municipal taxes as may be charges by the municipal authorities.

- c. In case of any amount (including maintenance charges) being due and payable by the Purchaser to the Promoter and/ or the maintenance company or the association of purchasers, the Purchaser shall not be entitled to let out, transfer or part with the possession of the Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the maintenance company or the association of purchasers, as applicable.
- d. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/ signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;
- e. The Promoter shall in its sole discretion be entitled to sell, transfer, deal with and/or otherwise dispose off the parking spaces and parking rights and/or grant to any purchaser the right to park private medium sized car(s) and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Purchaser herein;
- f. The Purchaser shall have no connection whatsoever with the purchasers/buyers of the other Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other purchasers (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby;

- g. The properties and rights hereby transferred to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land;
- h. The Purchaser shall be and remain responsible for and indemnify the Promoter and/ or the maintenance company and/ or the association of purchasers against all damages costs claims demands and proceedings occasioned to the Project or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Purchaser or the servants, agents, licensees or invitees of the Purchaser and/ or any breach or non-observance nonfulfillment or non-performance of the terms and conditions of the Agreement for Sale and these presents to be observed fulfilled and performed by the Purchaser;
- i. The Project at the Said Land shall bear the name “**Pasari Group Chittrakatha**” unless changed by the Promoter from time to time in its absolute discretion and the Logo "[•]" shall always be displayed at a prominent place in the Project;
- j. The Schedules and Annexure to this Deed shall always be deemed to be an integral part of this Deed and will be in full force and effect as though they were expressly set out in the body of this Deed and the Purchaser shall not raise any claim or dispute in respect of the contents thereof.

**FIRST SCHEDULE**  
**Said Land**

**ALL THAT** piece and parcel of land admeasuring 42 Cottahs 12 Chittacks equivalent to 70.38 decimal (as per physical measurement 41 Cottahs 14 Chittacks 12 square feet equivalent to 69.12 decimals more or less) together with structures standing thereon comprised in Premises No. 23, Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040, presently within the limits of Ward No. 97 of the Kolkata Municipal Corporation, Police Station Regent Park and Sub-Registration Office Alipore,

District South 24-Parganas, West Bengal, butted and bounded in the manner as following:-

**ON THE NORTH** :By partly Premises No. 43A, Moore Avenue and partly KMC Road;

**ON THE SOUTH:** By Manick Bandhopadhyay Sarani;

**ON THE EAST:** By partly 42/1, Manick Bandhopadhyay Sarani and partly 61/25/1, Manick Bandhopadhyay Sarani; and

**ON THE WEST:** By Municipal Road thereafter partly 23/1A, Manick Bandhopadhyay Sarani and partly 23/2E, Manick Bandhopadhyay Sarani.

## **SECOND SCHEDULE**

### **Apartment**

**ALL THAT** the Apartment No. [●] on [●] Floor of the Building being Block No. having Carpet Area of [●] square feet, Balcony area.....(corresponding to [●] square feet of built-up area) [●] **TOGETHER WITH** the right to use [●] ([●]) car parking space(s) bearing No(s). [●] in the [●] [ *covered / open / mechanical space*], **TOGETHER WITH** Utility Room measuring about [●] square feet (if any) **TOGETHER WITH** attached terrace measuring about [●] square feet (if any) **TOGETHER WITH** the undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas **TOGETHER WITH** the *pro rata* right to use the Common Areas, all forming part of the Project namely 'Pasari Group Chittrakatha' to be erected and constructed on the Said Land, being land admeasuring 70.38 decimal situated comprised in Premises No. 23 Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040 within the limits of Ward No. 97 of the Kolkata Municipal Corporation, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, West Bengal, butted and bounded as follows:

**ON THE NORTH** :By partly Premises No. 43A, Moore Avenue and partly KMC Road;

**ON THE SOUTH:** By Manick Bandhopadhyay Sarani;

**ON THE EAST:** By partly 42/1, Manick Bandhopadhyay Sarani and partly 61/25/1, Manick Bandhopadhyay Sarani; and

**ON THE WEST:** By Municipal Road thereafter partly 23/1A, Manick Bandhopadhyay Sarani and partly 23/2E, Manick Bandhopadhyay Sarani.

The floor plan of the Apartment is annexed hereto and marked as **Annexure A** and the said floor plan shall always be deemed to be an integral part of this Agreement and will be in full force and effect as though it were expressly set out in the body of this Agreement.

**THIRD SCHEDULE**  
**Devolution of Title in respect of the Said Land**

- A. One Sarajubala Chaudhuri was the owner of land admeasuring 58 decimal together with structures standing thereon comprised in Premises No. 23, Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040, presently within the limits of Ward No. 97 of the KMC, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, ("**First Land Parcel**").
- B. Thereafter, the said Sarajubala Chaudhuri died intestate on 26 May 1981, leaving behind her 2 (two) sons namely Shakti Chaudhuri and Deb Kumar Chaudhuri and 6 (six) daughters namely Bani Chaudhuri, Alo Chaudhuri, Rupa Sen, Shyamali Bhalotia, Piku Ghosh and Chinu Gupta as her only legal heirs. Pursuant to the same, the aforesaid legal heirs of Sarajubala Chaudhuri collectively inherited and became owners of the First Land Parcel, each having undivided 1/8<sup>th</sup> (one eighth) share therein i.e., 7.25 decimal. The husband of the said Sarajubala Chaudhuri namely Babu Narendra Nath Chaudhuri predeceased her and died intestate on 26 February 1973.
- C. Subsequently, one of the daughters of Sarajubala Chaudhuri namely Chinu Gupta died intestate on 25 May 1985, leaving behind her only son Kushal Gupta as her legal heir. Pursuant to the same, the said Kushal Gupta inherited and became the owner of Chinu Gupta's (i) undivided 1/8<sup>th</sup> (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) undivided 1/9<sup>th</sup> (one-ninth) share of Bani Chaudhuri's 1/8<sup>th</sup> (one-eighth) undivided share in the First Land Parcel i.e., 0.80 decimal (as mentioned in Recital D below), collectively admeasuring 8.05 decimal in the First Land Parcel. The marriage of the said Chinu Gupta was dissolved on 25 February 1975 by a decree of divorce passed by the learned 12<sup>th</sup> Additional District Judge at Alipore in connection with MAT Suit No. 10 of 1975.
- D. Thereafter, one of the daughters of Sarajubala Chaudhuri namely, Bani Chaudhuri died unmarried and testate on 29 April 1997. By way of her last Will, the said Bani Chaudhuri devised *inter alia*, her undivided proportionate 1/8<sup>th</sup> (one eighth) share in the First Land Parcel i.e., 7.25 decimal in favour of her brothers and sisters in the following manner:

<b>Sl. No.</b>	<b>Beneficiary</b>	<b>Share in 1/8<sup>th</sup> of First Land Parcel</b>	<b>Area (In Decimal)</b>
1.	Alo Chaudhuri	2/9 <sup>th</sup>	1.60
2.	Shyamali Bhalotia	2/9 <sup>th</sup>	1.60
3.	Rupa Sen, Piku Ghosh, Chinu Gupta, Shakti Chaudhuri and Deb Kumar Chaudhuri	5/9 <sup>th</sup>	4.02 (0.8 decimal each)

The Probate of the said Will of Bani Chaudhuri was obtained from Hon'ble High Court at Calcutta on 25 September 1998. Pursuant to the same, the aforesaid persons collectively became the owners of Bani Chaudhuri's undivided 1/8<sup>th</sup> (one eighth) share in the First Land Parcel i.e., 7.25 decimal, in the manner provided hereinabove.

- E. Thus, the said Alo Chaudhuri became the owner of (i) her undivided 1/8<sup>th</sup> share in the First Land Parcel i.e., 7.25 decimal; and (ii) her undivided 2/9<sup>th</sup> (two-ninth) share of Bani Chaudhuri's 1/8<sup>th</sup> (one-eighth) undivided share in the First Land Parcel i.e., 1.60 decimal, collectively admeasuring 8.85 decimal in the First Land Parcel
- F. On the other hand, the said Rupa Chaudhuri became the owner of (i) her undivided 1/8<sup>th</sup> share in the First Land Parcel i.e., 7.25 decimal; and (ii) her undivided 1/9<sup>th</sup> (one-ninth) share of Bani Chaudhuri's 1/8<sup>th</sup> (one-eighth) undivided share in the First Land Parcel i.e., 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel.
- G. Thereafter, one of the sons of Sarajubala Chaudhuri namely Shakti Chaudhuri died intestate on 27 December 1997, leaving behind his widow Madhuri Chaudhuri, his son Somnath Chaudhuri and 2 (two) daughters Ankhi Patra and Rajashree Chakraborty as his only legal heirs. Pursuant to the same, the said Somnath Chaudhuri, Ankhi Patra and Rajashree Chakraborty collectively inherited and became owners of Shakti Chaudhuri's (i) undivided 1/8<sup>th</sup> (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) undivided 1/9<sup>th</sup> (one-ninth) share of Bani Chaudhuri's 1/8<sup>th</sup> (one-eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel.
- H. Subsequently, the said Madhuri Chaudhuri, the wife of Shakti Chaudhuri, died intestate on 27 April 2005, leaving behind her only son Somnath Chaudhuri and 2 (two) daughters Ankhi Patra and Rajashree Chakraborty as her only legal heirs. Pursuant to the same the said Somnath Chaudhuri, Ankhi Patra and Rajashree Chakraborty collectively inherited and became owners of Madhuri Chaudhuri's undivided 1/4<sup>th</sup> (one fourth) share of Shakti Chaudhuri's aforesaid

undivided share of 8.05 decimal in the First Land Parcel.

- I. Thereafter, one of the sons of Sarajubala Chaudhuri namely Deb Kumar Chaudhuri died testate on 31 May 2005. By way of his Will dated 26 November 2004, the said Deb Kumar Chaudhuri devised his (i) undivided 1/8th (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) undivided 1/9th (one-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e. 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel jointly and equally in favour of his wife Swapna Chaudhuri and daughter Hasi Chaudhuri. The Probate of the said Will was obtained on 23 March 2006 from the Court of Ld. District Delegate at Alipore being Act No. 39 Case No. 77/2005 (P). Pursuant to the same, the said Swapna Chaudhuri and Hasi Chaudhuri, collectively became the owners of Deb Kumar Chaudhuri's undivided share of 8.05 decimal in the First Land Parcel.
- J. Thereafter, one of the daughters of Sarajubala Chaudhuri namely Piku Ghosh died intestate on 3 October 2008, leaving behind her only daughter Paroma Ghosh as her legal heir. Pursuant to the said Paroma Ghosh inherited and became owner of Piku Ghosh's (i) undivided 1/8th (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) undivided 1/9th (one-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e., 0.80 decimal, collectively admeasuring 8.05 decimal in the First Land Parcel. The husband of the said Piku Ghosh namely Dilip Ghosh predeceased her and died intestate 2 January 2008.
- K. Subsequently, one of the daughters of Sarajubala Chaudhuri namely Shyamali Bhalotia died intestate on 19 February 2009, leaving behind her only son Indrajit Bhalotia as her legal heir. Pursuant to the same the said Indrajit Bhalotia inherited and became owner of Shyamali Bhalotia's (i) undivided 1/8th (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) undivided 2/9th (two-ninth) share of Bani Chaudhuri's 1/8th (one-eighth) undivided share in the First Land Parcel i.e., 1.6 decimal, collectively admeasuring 8.85 decimal in the First Land Parcel.
- L. Pursuant to the above, the said Alo Chaudhuri, Rupa Sen, Kushal Gupta, Somnath Chaudhuri, Ankhi Patra, Rajashree Chakraborty, Swapna Chaudhuri, Hasi Chaudhuri, Paroma Ghosh and Indrajit Bhalotia collectively became the owners of the First Land Parcel, having undivided share therein as provided below:



<b>Sl. No.</b>	<b>Name</b>	<b>Share in the First Land Parcel (In Decimal)</b>
1.	Alo Chaudhuri	8.85
2.	Rupa Sen	8.05
3.	Kushal Gupta	8.05
4.	Somnath Chaudhuri	2.68
5.	Ankhi Patra	2.68
6.	Rajashree Chakroborty	2.68
7.	Swapna Chaudhuri	4.03
8.	Hasi Chaudhuri	4.03
9.	Paroma Ghosh	8.05
10.	Indrajit Bhalotia	8.85

- M. Thereafter, by way of a letter dated 4 January 2014, the said Somnath Chaudhuri, Ankhi Patra, Rajashree Chakroborty, Swapna Chaudhuri and Hasi Chaudhuri have given a No Objection Certificate in favour of Alo Chaudhuri, Rupa Sen, Kushal Gupta, Paroma Ghosh and Indrajit Bhalotia to sell their collective undivided share in the First Land Parcel i.e., 41.85 decimal in favour of one Cerebrum Tradecom Pvt. Ltd, Inception Tradecom Pvt. Ltd., Skygraph Tradecom Pvt. Ltd. and Inbred Merchants Pvt. Ltd.
- N. Subsequently, by a Deed of Conveyance dated 1 February 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 4, Pages 4588 to 4613, being Deed No. 1029 for the year 2014, the said Alo Chaudhuri, Rupa Sen, Kushal Gupta, Paroma Ghosh, Indrajit Bhalotia and one Murli Dhar Bhalotia sold, transferred and conveyed their collective undivided share in the First Land Parcel i.e. 41.85 decimal together with a structure thereon admeasuring 10,112 square Feet in favour of the one Cerebrum Tradecom Private Limited, Inception Tradecom Private Limited, Skygraph Tradecom Private Limited and Inbred Merchants Private Limited.
- O. Thereafter, by a Development Agreement dated 30 June 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 22, Pages 1240 to 1262, being Deed No. 5241 for the year 2014, the said Swapna Chaudhuri and Hasi Chaudhuri appointed one Supremus Projects LLP for the purpose of development of their undivided share in the First Land Parcel i.e. 8.05 decimal Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 23 July 2014, registered in the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 23, Pages 2497 to 2506 Being No. 5536 for the year 2014, the said Hasi Chaudhuri and Swapna Chaudhuri appointed the said

Supremus Projects LLP as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.

- P. Thereafter, by a Development Agreement dated 13 April 2015, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 13, Pages 3691 to 3726, being Deed No. 2834 for the year 2015, the said Ankhi Patra and Rajashree Chakraborty appointed one Supremus Projects LLP for the purpose of development of their undivided share in the First Land Parcel i.e., 5.36 decimal. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 13 April 2015, registered in the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No.15, Pages 638 to 650, being No. 2835 for the year 2015, the said Ankhi Patra and Rajashree Chakraborty appointed the said Supremus Projects LLP as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.
- Q. Thereafter, by a Development Agreement dated 17 December 2020, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 2571 to 2613, being Deed No. 3551 for the year 2020, the said Somnath Chaudhuri appointed one Supremus Projects LLP for the purpose of development of his undivided share in the First Land Parcel i.e., 2.68 decimal. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 17 December 2020 registered in the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 2830 to 2850, being No. 3559 for the year 2020, the said Somnath Chaudhuri appointed the said Supremus Projects LLP as his lawful attorney to take all necessary steps on his behalf for the purpose of the aforesaid development.
- R. Thereafter, by a Deed dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, being Deed No. 1748 for the year 2021, the said Swapna Chaudhuri, Hasi Chaudhuri and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 30 June 2014 being Deed No. 5241 for the year 2014. Further, by a Deed dated 5 August 2021 registered in the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. IV, Volume No. 1605-2021, Pages 5078 to 5095, Being Deed No. 231 for the year 2021, the said Hasi Chaudhuri and Swapna Chaudhuri revoked the aforementioned Power of Attorney dated 23 July 2014, being Deed No. 5536 for the year 2014.
- S. Subsequently, by a Deed of Conveyance dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 85032 to 85076, being Deed No. 1991 for the year 2021, the said Swapna Chaudhuri and Hasi Chaudhuri sold, transferred and conveyed their undivided

proportionate share in the First Land Parcel i.e. 8.05 decimal together with a structure thereon admeasuring 300 square Feet, in favour of the one Alpic Builders Private Limited and Goldburn Dealcom Private Limited, with Supremus Projects LLP being the confirming party.

- T. Thereafter, by a Deed dated 20.04.2023, registered at the ADSR, Alipore, recorded in Book No. [•] I, being Deed No. 0572 for the year 2023, the said Ankhi Patra and Rajashree Chakraborty and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 13 April 2015 being Deed No. 2834 for the year 2015. Further, by a Deed dated 20.04.2023, registered at the ADSR, Alipore, recorded in Book No. IV, being Deed No. 0073 for the year 2023, the said Ankhi Patra and Rajashree Chakraborty revoked the aforementioned Power of Attorney dated 13 April 2015, being Deed No. 2835 for the year 2015.
- U. Thereafter, by a Deed dated 20.04.2023, registered at the ADSR, Alipore, recorded in Book No. I, being Deed No. 0571 for the year 2023, the said Somnath Chaudhuri and Supremus Projects LLP cancelled the aforesaid Development Agreement dated 17 December 2020 being Deed No. 3551 for the year 2020. Further, by a Deed dated 20.04.2023, registered at the ADSR, Alipore, recorded in Book No. IV, being Deed No. 072 for the year [•], the said Somnath Chaudhuri revoked the aforementioned Power of Attorney dated 17 December 2020 being Deed No. 3559 for the year 2020.
- V. The aforesaid Development Agreements dated 13 April 2015 and 17 December 2020 were cancelled *vide* Deed dated 20.04.2023 and 20.04.2023 respectively and the Development Agreement and Powers of Attorney dated 13 April 2015 and 17 December 2020, respectively were revoked *vide* Deed dated 20.04.2023 and 20.04.2023 respectively, by the said Ankhi Patra, Rajashree Chakraborty and Somnath Chaudhuri basis the understanding that Supremus Projects LLP shall be entitled to the Supremus' Allocation (as defined hereinafter) in terms of this Agreement in lieu of surrendering its development rights under the said Development Agreements dated 13 April 2015 and 17 December 2020 respectively, as well as on account of expenses incurred by it towards development of an area admeasuring 8.05 decimal out of the First Land Parcel.
- W. Pursuant to the above the said Somnath Chaudhuri, Ankhi Patra, Rajashree Chakraborty, Cerebrum Tradecom Private Limited, Inception Tradecom Private Limited, Skygraph Tradecom Private Limited, Inbred Merchants Private Limited, Alpic Builders Private Limited and Goldburn Dealcom Private Limited, collectively became the owners of the First Land Parcel having undivided share therein as provided below:

<b>Sl. No.</b>	<b>Name</b>	<b>Share in the First Land Parcel (In Decimal)</b>
1.	Cerebrum Tradecom Pvt. Ltd	10.47
2.	Inception Tradecom Pvt. Ltd.,	10.47
3.	Skygraph Tradecom Pvt. Ltd.	10.47
4.	Inbred Merchants Pvt. Ltd	10.47
5.	Ankhi Patra	2.683
6.	Rajashree Chakraborty	2.683
7.	Somnath Chaudhuri	2.683
8.	Alpic Builders Pvt. Ltd.	4.025
9.	Goldburn Dealcom Pvt. Ltd.	4.025

- X. On the other hand, one Deb Kumar Chaudhuri was the owner of land admeasuring 12.38 decimal together with structures standing thereon comprised in Premises No. 43, Manik Bandopadhyay Sarani (formerly known as Moore Avenue), Kolkata 700040 within the limits of Ward No. 97 of the KMC, Police Station Regent Park and Sub-Registration Office Alipore, District South 24-Parganas, (“**Second Land Parcel**”).
- Y. Thereafter, the said Deb Kumar Chaudhuri died testate on 31 May 2005. By way of his Will dated 26 November 2004, the said Deb Kumar Chaudhuri devised the Second Land Parcel jointly and equally in favour of his wife Swapna Chaudhuri and daughter Hasi Chaudhuri. The Probate of the said Will was obtained on 23 March 2006 from the Court of Ld. District Delegate at Alipore being Act No. 39 Case no. 77/2005 (P). Pursuant to the same, the said Swapna Chaudhuri and Hasi Chaudhuri, collectively became the owners of the Second Land Parcel.
- Z. Thereafter, by a Joint Development Agreement dated 3 July 2014, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 22, Pages 1263 to 1283, being Deed No. 5242 for the year 2014, the said Swapna Chaudhuri and Hasi Chaudhuri appointed one Plain Tradecom Private Limited for the purpose of proposed development of the Second Land Parcel. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 23 July 2014 registered in the Office of Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No.23, Pages 2507 to 2516 being No. 5537 for the year 2014, the said Hasi Chaudhuri and Swapna Chaudhuri appointed the said Plain Tradecom Pvt. Ltd as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development.
- AA. Subsequently, by a Deed dated 5 July 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 96726 to 96749, being Deed No. 1749

for the year 2021, the said Swapna Chaudhuri, Hasi Chaudhuri and Plain Tradecom Private Limited cancelled the aforesaid Joint Development Agreement dated 3 July 2014 being Deed No. 5242 for the year 2014. Further, by a Deed dated 5 July 2021 registered in the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. IV, Volume No. 1605-2021, Pages 5096 to 5113, Being No. 232 for the year 2021, said Hasi Chaudhuri and Swapna Chaudhuri revoked the said Power of Attorney dated 23 July 2014 being Deed No. 5537 for the year 2014

- BB. Thereafter, by a Deed of Conveyance dated 5 August 2021, registered at the Office of the Additional District Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 1605-2021, Pages 84990 to 85031, being Deed No. 1990 for the year 2021, the said Swapna Chaudhuri and Hasi Chaudhuri sold, transferred and conveyed the Second Land Parcel in favour of the one Alpic Builders Private Limited and Goldburn Dealcom Private Limited, with Plain Tradecom Private Limited being the confirming party.
- CC. Pursuant to the above, the said Alpic Builders Private Limited and Goldburn Dealcom Private Limited, collectively became the owners of the Second Land Parcel each having a share of 6.19 decimal therein.
- DD. Thereafter, by a Deed of Exchange dated 23 February 2022 registered at the office of the District Sub Registrar III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2022, Pages 116892 to 116939, being Deed No. 3001 for the year 2022, the present owners of the First Land Parcel as mentioned in Recital W above, sold, transferred and conveyed in favour of the present owners of the Second Land Parcel, as mentioned in Recital CC above, 1% (one percent) undivided and un-demarcated share in the First Land Parcel i.e. 0.58 decimal and in exchange of the same, the said present owners of the Second Land Parcel sold, transferred and conveyed in favour of the said present owners of the First Land Parcel 1% (one percent) undivided and un-demarcated share in the Second Land Parcel i.e. 0.123 decimal.
- EE. Thus, in the aforesaid manner the First Land Parcel and Second Land Parcel were collectively owned by (i) Cerebrum Tradecom Private Limited; (ii) Inception Tradecom Private Limited; (iii) Skygraph Tradecom Private Limited; (iv) Inbred Merchants Private Limited; (v) Ankhi Patra; (vi) Rajashree Chakraborty; (vii) Somnath Chaudhuri; (viii) Alpic Builders Private Limited; and (ix) Goldburn Dealcom Private Limited, having undivided share therein as provided below:

<b>Sl. No.</b>	<b>Name of Owner</b>	<b>Ownership in First Land Parcel (in Decimal)</b>	<b>Ownership in Second Land Parcel (in Decimal)</b>	<b>Total Ownership (in Decimal)</b>
1.	Cerebrum Tradecom Private Limited	10.406	0.014	10.42
2.	Inception Tradecom Private Limited	10.406	0.014	10.42
3.	Skygraph Tradecom Private Limited	10.406	0.014	10.42
4.	Inbred Merchants Private Limited	10.406	0.014	10.42
5.	Ankhi Patra	2.619	0.014	2.633
6.	Rajashree Chakraborty	2.619	0.014	2.633
7.	Somnath Chaudhuri	2.619	0.014	2.633
8.	Alpic Builders Private Limited	4.245	6.144	10.389
9.	Goldburn Dealcom Private Limited	4.245	6.144	10.389

FF. Pursuant to the application made by the Owners, the KMC has duly amalgamated the First Land Parcel and the Second Land Parcel resulting in a piece and parcel of land admeasuring 70.38 decimal situated at and being Premises No. 23, Manik Bandopadhyay Sarani, Kolkata 700040, being the Said Land.

GG. Pursuant to the above, the Owners have become the absolute owners of the Said Land.

HH. Subsequently by virtue of a Development Agreement dated 20<sup>th</sup> April, 2023 duly registered with the office of DSR-II. Alipore recorded in Book No.I, Volume No. 1602-2023, Pages from 179652 to 179734 being Deed No. 160205507 for the year 2023 the Owners herein and Supremus Projects LLP appointed the Developer herein for the purpose of proposed development of the land morefully described in First Schedule written hereinabove. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 20<sup>th</sup> April, 2023 duly registered with the office of DSR-II. Alipore recorded in Book No.I, Volume No. 1602-2023, Pages from 179357 to 179380 being Deed No. 160205510 for the year 2023, the Owners herein and Supremus

Projects LLP appointed the Developer herein as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development. On the same day, i.e. 20<sup>th</sup> April, 2023 the Owners, Supremus and Developer herein entered into a Supplementary Agreement for allocation and demarcation of the flats and parking spaces to be constructed on the First Schedule Land in terms of the Development Agreement dated 20<sup>th</sup> April, 2023 amongst themselves.

- II. The Purchaser after perusing and scrutinizing all the relevant deeds and documents pertaining to the said property and the apartment and being fully satisfied with the right title interest of the *Promoter/ Owner No. 1 to Owner No. 6 / Supremus*, had applied for an Apartment in the Project *vide* application No. [•] dated [•] and has been allotted Apartment No. [•] having Carpet Area of [•] square feet (corresponding to [•] square feet of built-up area, on [•] floor in [block[•]] No. [•] (“**Building**”) along with the right to use [•] car parking space(s), as permissible under the applicable law, forming part of the allocation of the [*Promoter/ Owner No. 1 to Owner No. 6 / Supremus*], as specified in the Development Agreement, together with undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas (as defined hereinafter) and together with the *pro rata* right to use the common areas (“**Common Areas**”) (defined hereinbelow) (referred to as the “**Apartment**”) more fully described in **Second Schedule** hereunder written and the floor plan of the Apartment is annexed hereto and marked as **Annexure A**, for a total consideration of INR [•] (Indian Rupees [•] only).

#### **FOURTH SCHEDULE**

##### **Common Areas**

##### **PART I**

##### **Building Common Portions**

- a) Overhead water reservoir;
- b) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, lift, lift well, lift machine rooms, electric meters room entrance to and exits from the building and other areas and spaces of the building intended for the common use;
- c) Installation of common services such as water sewerage etc;
- d) Lifts, pipes, ducts and all apparatus and installations in the said building for common use; and
- e) Generator room and Caretaker room at the said building.

##### **PART II**

##### **Project/Complex Common Portions**

1. High Tension/I.T. Sub Station Room, Meter Room;
2. Generator and the space required for installing the same;
3. Water filter plant and space, if any;
4. Water pump underground water Reservoir, Tube Well and the Distribution pipes upto the Blocks;
5. Such other equipment, machinery or facilities as be required for the complex;
6. The waterfalls, fountains and the lawns, if any;
7. Fences/ hedges/ boundary walls and gates of the complex;
8. Shades and other constructions garbage room, main gate, security room, maintenance office;
9. Driveways/spaces in the ground floor, if any, excluding area meant or intended for parking of private medium sized car(s) and for other purpose;
10. Dedicated Communication system for Telephone, if any; and
11. Main Switch, common meter, transformer Electrical Sub Station Installation.

### **PART III**

#### **Amenities of the Project**

1. Water filtration Plant;
2. Elevator of reputed brand;
3. Stand-by power supply for common facilities;\*
4. Generator;\*
5. Community Hall;\*
6. Gym;\* and
7. Window and Balcony grill.\*

\*At extra cost.

### **FIFTH SCHEDULE**

#### **Common Expenses**

1. Establishment and all other capital and operational expenses of the association of purchasers;
2. All charges and deposits for supplies of common utilities and for the use of various amenities of the Project specified in **Part III** of the **Fourth Schedule**;
3. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting;
4. Cost of operating the fire-fighting equipment and personnel, if any;
5. All expenses for insuring the Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc;



6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any apartment) walls of the Building;
7. All expenses for running and operating all machinery, equipment and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas;
8. All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the Project, save and except AMC for mechanical car parking spaces allotted to the purchaser/s;
9. Municipal tax, multi storied building tax, water tax and other levies in respect of the Building save those separately assessed for the Apartment of the Purchaser;
10. Contribution @ 8% of the monthly maintenance charges for creation of sinking fund for replacement, renovation and other periodic expenses of equipment and to cover major expenses to be required for proper management and maintenance of the Project;
11. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits; and
12. All the fees and charges payable to the agency, if appointed for the looking after the maintenance of the Project, including all the statutory taxes.

#### **SIXTH SCHEDULE**

#### **Terms, Conditions, Covenants and Restrictions pertaining to use and enjoyment of the Common Areas of the Project**

1. As a matter of necessity, the ownership and enjoyment of the apartments by purchasers shall be consistent with the rights and interest of all the other purchasers and in using and enjoying their respective apartments and the Common Areas, each of the purchasers shall be bound and obliged to comply with the following:
  - (a) to co-operate with the Promoter and/ or association of purchasers and/ or the maintenance company, as may be

applicable, with respect to the management and maintenance of the Common Areas in the Project;

- (b) to observe the rules, regulations and restrictions from time to time in force for the quiet and peaceful use and enjoyment and management of the Project and in particular the Common Areas, as may be made and/ or framed by the Promoter and/ or association of purchasers and/ or the maintenance company, as the case may be;
- (c) to allow the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable, with or without workmen to enter into their respective apartments at all reasonable times for the purpose of repairs and maintenance of the Project and for the purpose of examining the state and condition thereof and make good all defects and decays in their respective apartments within 7 (seven) days of giving of a notice in writing by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;
- (d) to use their respective apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as guest house, boarding and lodging house, hotel, nursing home, meeting place, club, eating and catering centre, hobby centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;
- (e) not to use the ultimate roof of the Building and/ or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other purchasers;
- (f) to use the Common Areas only to the extent required for ingress to and egress from their respective apartments of men and materials and passage of utilities and facilities;
- (g) to keep the Common Areas in the Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein;

- (h) not to claim any right whatsoever or howsoever in nature over any apartment or portion in the Project save and except their respective apartments;
- (i) not to put any nameplate and/ or letter box and/ or neon-sign and/ or board in the Common Areas and/ or on the outside wall of the apartment save and except decent nameplates outside the main gates of their respective apartments. It is hereby expressly made clear that in no event any purchaser shall open out any additional window or any oilier apparatus protruding outside the exterior of his apartment;
- (j) not to do or permit to be done any act, deed or thing which may render any policy of insurance obtained for the Project void or voidable or may cause any increase in the premium payable in respect thereof;
- (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of their respective apartments or the Project other than the manner agreed by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;
- (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Common Areas nor into lavatories, cisterns, water or soil pipes serving the apartments;
- (m) not to commit or permit to be committed any alterations or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Project;
- (n) to keep their respective apartments and partition walls, sewers, drains pipes (including balcony drainage), cables, wires, entrance and main entrance serving any other apartment in the Project in good and substantial repair and condition so as to support, shelter and protect the other apartments of the Project and keep the same habitable. In particular and without prejudice to the generality to the foregoing, the purchasers shall not make any form of alterations in the beams and columns passing through their respective apartments or the Common Areas for the purpose of making changes or repairs to the concealed wiring and piping or otherwise;

- (o) In the event any purchaser has been allotted any car parking space within the Project, then such purchaser shall be bound and obliged to observe, fulfill and perform the following terms and conditions:
- i. The purchasers shall use such car parking space only for the purpose of parking of a private medium sized car(s) within the allotted demarcated space and for no other purpose whatsoever;
  - ii. The purchasers shall not be entitled to sell, let out, transfer, assign or part with the possession of the car parking space(s) allotted to them independent of the apartments and, they shall not permit or allow any person to park their private medium sized car(s) or other vehicle(s) at such allotted car parking space as tenant, lessee, caretaker, licensee or otherwise independent of his/her/its apartment in the Project. However, the purchasers shall be entitled to let out, transfer or part with possession of such car parking space, independent of his/her/its apartment only to any other Purchaser of the apartment in the Project;
  - iii. The purchasers shall not make any construction of any nature whatsoever in or around such car parking space or any part thereof nor cover such car parking space by erecting walls/ barricades etc. of any nature whatsoever;
  - iv. The purchasers shall not park nor allow or permit anyone to park private medium sized car(s) and/ or any other vehicle nor shall claim any right of parking private medium sized car(s) and/ or any other vehicle in or at the driveways, pathways or passages within the Project or any other portion of the Project;
  - v. The purchasers shall observe, fulfill and perform all terms, conditions, stipulations, restrictions, rules and regulations, as be made applicable, from time to time by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable, with respect to the usage and maintenance of the car parking spaces in the Project; and

- vi. The purchasers shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such car parking space, as applicable, and shall indemnify and keep saved, harmless and indemnified the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable with respect to claim arising out of the same.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> (seventh) day of the month for which the same be due (in case of monthly payments) and all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter and/ or association of purchasers and/ or the maintenance company. The bills and demands for the amounts payable by the purchasers shall be deemed to have been served upon them, in case the same are left in their respective apartments or in the respective letter boxes;
3. It is expressly clarified that the maintenance charges do not include costs, charges, expenses on account of major repairs, replacements, renovations, repainting of the Building and the Project including the Common Areas and the same shall be shared by and between the purchasers proportionately. Furthermore, such payment shall be made by the purchasers irrespective of whether or not the purchasers uses or is entitled to or is able to use all or any of the Common Areas. Any non-use and/ or non-requirement thereof shall not be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by any purchaser;
4. In the event of any of the purchasers failing and/ or neglecting and/ or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by him/her/it as aforesaid and/ or in observing and performing him/her/its covenants, terms and conditions hereunder, then without prejudice to the other remedies available to the Promoter and/ or association of purchasers and/ or the maintenance company, such defaulting purchaser shall be liable to pay to the Promoter and/ or association of purchasers and/ or the maintenance company interest at the rate of 2% (two percent) per month on all the amounts in arrears and without prejudice to the aforesaid. The Promoter and/ or association of purchasers and/ or the maintenance company shall be

entitled to the following after giving 15 (fifteen) days prior written notice to the such defaulting purchasers to remedy the default:

- (i) withhold and stop all other utilities and facilities (including generator etc.) to the defaulting purchaser and his/her/its/their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/their apartment;
- (ii) to demand and directly realise rent and/ or other amounts becoming payable to the defaulting purchaser by the tenants or licensees or other occupant in respect of the apartment of the defaulting purchaser; and
- (iii) to display the name of such purchasers as a defaulter on the notice board of the Project.

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

<p><b>SIGNED AND DELIVERED</b> by the <b>OWNERS</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For <b>CEREBRUM TRADECOM PRIVATE LIMITED</b></p> <p>For <b>INCEPTION TRADECOM PRIVATE LIMITED</b></p> <p>For <b>SKYGRAPH TRADECOM PRIVATE LIMITED</b></p> <p>For <b>INBRED MERCHANTS PRIVATE LIMITED</b></p> <p>For <b>ALPIC BUILDERS PRIVATE LIMITED</b></p> <p>For <b>GOLDBURN DEALCOM PRIVATE LIMITED</b></p> <p>For <b>SOMNATH CHAUDHURI</b> For <b>ANKHI PATRA</b></p> <p>For <b>RAJASRI CHAKRABARTI</b> <i>alias</i> <b>RAJASRI CHAKRABARTI</b></p> <p style="text-align: center;">_____ DIRECTOR/AUTHORIZED</p>
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	<p style="text-align: center;">SIGNATORY  <b>(PASARI PROMOTERS PVT. LTD.  as the Constituted Attorney)</b></p>
<p><b>SIGNED AND DELIVERED</b> by  <b>SUPREMUS</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For <b>SUPREMUS PROJECTS LLP</b></p>     <p style="text-align: center;">_____  DIRECTOR/AUTHORIZED  SIGNATORY  <b>(PASARI PROMOTERS PVT. LTD.  as the Constituted Attorney)</b></p>
<p><b>SIGNED AND DELIVERED</b> by  <b>DEVELOPER</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For <b>PASARI PROMOTERS  PRIVATE LIMITED</b></p>     <p style="text-align: center;">_____  DIRECTOR/AUTHORIZED  SIGNATORY</p>
<p><b>SIGNED AND DELIVERED</b> by  <b>PURCHASER</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p style="text-align: center;">_____  <b>[•]</b></p>

## MEMO OF CONSIDERATION

**Received** from the within named Purchaser a sum of INR [●] (Indian Rupees [●] only) as a full and final payment towards the Total Price receivable by the [Promoter/ Owner No. 1 to Owner No. 6 / Supremus] under this Deed, in the following manner:

Date	Particulars	Amount (Rs.)
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [Promoter/ Owner No. 1 to Owner No. 6 / Supremus]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [Promoter/ Owner No. 1 to Owner No. 6 / Supremus]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [Promoter/ Owner No. 1 to Owner No. 6 / Supremus]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [Promoter/ Owner No. 1 to Owner No. 6 / Supremus]	[●]
<b>Total</b>		[●]

For [Promoter/ Owner No. 1 to Owner No. 6 / Supremus]

\_\_\_\_\_  
[●]

[Promoter/ Owner No. 1 to Owner No. 6 / Supremus]



**Annexure A**  
***(Insert Floor Plan)***