

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** (“**Agreement**”) executed on this [●] day of [●], 2023.

### 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: AFJJPJ1107M, 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 Allottee 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 “**Allottee**”, (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 Allottee 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 “**Allottee**” (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 Allottee 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 “**Allottee**”, (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 Allottee is an Individual]*

[•] (PAN: [•], Aadhaar No.: [•]) son of [•], residing at [•], P.S. [•], P.O. [•], Pin [•], hereinafter referred to as the “**Allottee**” (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 and the Allottee 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 Real Estate (Regulation and Development) Act, 2016;
- b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) “**Section**” means a section of the Act;

- d) **“Rule”** means a rule of the Rules;
- e) **“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;
- f) **“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;
- g) **“Project”** shall mean a residential housing complex known as ‘Pasari Group Chittrakatha’ under construction on the said land;
- h) **“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.
- i) **“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;++
- j) **“Project Property”** shall have the same meaning as ascribed to it in Recital J (i);
- k) **“Common Area”** shall have the same meaning as ascribed to it in Section 2(n) of Act and morefully described in Fifth Schedule written hereunder;
- l) **“Payment Plan”** shall have the same meaning as mentioned in Part – III of Fourth Schedule written hereunder;

- m) **“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 as ascribed to it in Clause 8.1;
- n) **“Apartment”** means a separate self-contained residential space for exclusively enjoyment by a specific Allotee
- o) **“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.
- p) **“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 **FirstSchedule** hereunder written (**“Said Land”**) in the manner as provided in the **Second Schedule** hereunder written. 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”**) 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.

- B. The Said Land is earmarked for the purpose of development of a residential housing complex the said complex shall be known as 'Pasari Group Chitrakatha' ("**Project**").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners and Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained the plan approvals for a part of the Said Land, being land admeasuring 58 (fifty-eight) decimal, from KMC and is in the process of modifying the existing plan and obtain revised sanctioned plan for the entirety of the Said Land and the Project. The Promoter shall be entitled to consume the additional FAR available for the proposed revision of the sanctioned plan for horizontal/vertical extension of buildings/ blocks sanctioned vide the existing sanctioned plan and the Allottee by signing this Agreement has consented to the above and shall not raise any objection in future in this regard.
- E. The Promoter agrees and undertakes that it shall not make any changes to the plan in respect of the Project, except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. An application is submitted before the West Bengal Real Estate Regulatory Authority ("**Authority**") with respect to registration of the Project and the same is pending as on date.
- G. The Allottee 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 [●] no. of mechanical/covered/open car parking space(s) (if any), as permissible under the applicable law, along with utility Room (if any) measuring about [●] square feet along with attached terrace (if any) [●] square feet forming part of the allocation of the [Promoter/Owners No. 'G' to 'I' / Owners No. 'A' to 'F' and 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**") as defined under Section 2(n) of the Act more fully described in **ThirdSchedule** hereunder written and the floor plan of the Apartment is annexed hereto and marked as

**Annexure A);**

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

The principal and material aspects of the development of the whole Project Property (as defined hereunder) and the Project as disclosed by the Promoter are briefly stated below:

(i) Block No. "A", and Block "B" comprising multi storied building are being constructed as part of the Project. The Project is being constructed and developed upon a portion of the Said Land as shown in "RED" color boundary line on the Plan annexed and marked as **Annexure B** hereto ("**Project Property**").

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

K. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to its full satisfaction independent due diligence and title verification in respect of the said land as also the compliance and/or non-compliance, if any, by the promoter of all/or any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and pursuing all the title deeds pertaining inter alia to the title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the specifications, approval etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying itself, has accepted without any reservation, each of the aforesaid, including the right of the Promoter as stipulated in this Agreement.

L. The Parties, according to 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; and

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph G.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

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

1.2. The Total Price for the Apartment based on the Carpet Area is mentioned in Part-I of the Fourth Schedule written hereunder ("**Total Price**")

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 10 (Ten) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes the price for: 1) undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas; 2) *pro rata* right to use the Common Areas; and 3) right to use the car parking space(s), as provided in the Agreement.
- 1.3. The Total Price is escalation-free, save and except increments which the Allottee hereby agrees to pay due to (i) 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; and/ or (ii) abnormal increase in cost of construction materials / labour cost after launch of the Project, if approved by the competent authorities. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, cost of construction materials/labour cost, the Promoter shall enclose the said notification / order / rule / regulation / permission to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Fourth Schedule** hereunder written ("**Payment Plan**").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at [●] % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, without the previous written consent of the Allottee. However, the Promoter shall be entitled to make such kind of additions/ alterations in the sanctioned plans, layout plans and specifications that will not adversely effect the structure or stability of the Apartment, without the requirement of obtaining any prior consent from the

Allottee. Further, the Promoter may make such minor additions or alterations as may be required as per the provisions of the Act or as may be required by the Allottee, provided however that the Promoter shall be entitled to claim extra charges from the Allottee for such additions or alterations.

- 1.7. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/ occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee within 15 (Fifteen) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made as agreed in Clause 1.2 of this Agreement.
- 1.8. Subject to Clause 11.2, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas and the *pro rata* right to use the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that, upon formation and registration of the association of allottees, the Promoter shall convey undivided proportionate title in the Common Areas to the association of allottees as provided in the Act and shall handover the same; and

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment including the right to use car parking space(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11. The Allottee has paid a sum of INR [●], (Indian Rupees [●] only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby, and by way of the Memo of Consideration duly acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and

in the manner specified therein, provided that if the Allottee defaults in payment towards any amount for which is payable, he shall be liable to pay interest at the prime lending rate of State Bank of India plus 2 (two) percent.

## **2 MODE OF PAYMENT**

2.4 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '[●]' payable at [●].

2.5 The Promoter shall be entitled to secure the Total Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.6 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution subject however that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.7 The timely payment of all the amounts and applicable taxes payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such

intimation to the address of the Allottee as stated at Clause 32 (thirty two) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.

2.8 In the event of delay and/or default on the part of the Allottee in making payment of any GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

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

3.4 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

3.5 Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

3.6 The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.7 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of

the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.

3.8 The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

#### **4 ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

#### **5 TIME SCHEDULE**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Common Areas to the association of allottees (subject to formation and registration of the association) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan.

#### **6 CONSTRUCTION OF THE PROJECT/APARTMENT**

6.1 The Allottee has perused the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications.

6.2 Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the KMC and shall only be entitled to make any variation /alteration /modification in such plans, as per and in the manner provided under the Act and this Agreement.

## **7 POSSESSION OF THE APARTMENT**

8.1 Schedule for possession of the Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, and such amendment(s) thereto, assures to hand over possession of the Apartment on or before February, 2027 , 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 including any pandemic or epidemic which may directly or indirectly affect the construction work ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, the Promoter shall give a 30 (thirty) days prior written notice to the Allottee about the same, and upon expiry of the aforesaid notice period, this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date of such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

8.2 Procedure for taking possession: The Promoter, within 30 days from the date of obtaining the completion certificate/ occupancy certificate from the competent authority shall offer, in writing, the Allottee to take possession of Apartment by registering the Deed of Conveyance within 30 (thirty) days from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be and the Property tax

as applicable to be calculated from the date of registration or upon completion of the 30 days' notice for possession, whichever is earlier.

8.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.2, such Allottee shall continue to be liable to pay maintenance charges as applicable, [interest at the prime lending rate of State Bank of India plus 2 (two) percent on amounts due and payable in terms of this Agreement, municipal tax and other outgoings applicable in respect of the Apartment and a holding charge of INR 5,000 (Indian Rupees Five Thousand) only per month or part thereof for the period of delay in taking possession. The Promoter shall not be responsible for any damage caused due to natural wear and tear to the Apartment on account of delay in taking possession by the Allottee and in such an event, the Allottee shall agree to take possession of the Apartment on 'as is where is' and 'as is what is' basis].

8.1 Possession by the Allottee: After obtaining the completion certificate/ occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees (subject to the formation and registration of the association) or the competent authority, as the case may be, as per the local laws.

8.2 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned herein, the Allottee shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all interest liabilities of the Allottee (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is SBI (1 year MCLR) +2%) ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the

Promoter to the Allottee within 45 (forty five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

8.3 Compensation: The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and [the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force]. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (forty five) days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER, OWNERS AND SUPREMUS**

The Promoter, Owners and Supremus hereby represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Said Land;
- (ii) The Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (iii) The Promoter has requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Said Land or the Project;

- (v) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment and Common Areas, till the date of handing over of the Common Areas to the association of allottees;
- (vii) The Promoter, Owners and Supreme have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoter and/or Owners and/or Supreme have 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter and/or Owners and/or Supreme confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of allottees, once the same has been formed and registered;
- (xi) The Said Land 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 Said Land;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities, till the date of

issuance of the completion certificate/ occupancy certificate in respect of the Project; and

- (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 Promoter in respect of the Said Land and/or the Project.

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES**

11.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules made thereunder.

In case of default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever excluding GST towards the purchase of the Apartment, along with interest at the rate specified in the Rules within 45 (forty five) days of receiving the termination notice. Further, the Allottee, prior to receipt of the aforesaid refund from the Promoter, shall at his own costs and expenses, execute all

necessary cancellation related documents required by the Promoter; and

- 1.12 Where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the at the prime lending rate of State Bank of India plus 2 (two) percent, for every month of delay till the handing over of the possession of the Apartment. The aforesaid interest shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.
- 11.2 In case the Allottee fails to make payment for any of the demands made by the Promoter as per the Payment Plan mentioned hereto, despite having been issued notice in that regard, the Promoter shall be entitled to recover from the Allottee interest on the unpaid amount at the at the prime lending rate of State Bank of India plus 2 (two) percent.
- 11.3 In case the Allottee fails to make payment for any of the demands made by the Promoter as per the Payment Plan annexed hereto for a consecutive period of 2 (two) months and/ or comply with his obligations as set out in this Agreement, then the Promoter shall give a prior written notice of 15 (fifteen) days to the Allottee, to rectify the aforesaid conditions of default, failing which the Promoter shall have the right to terminate this Agreement forthwith. Upon termination of this Agreement as aforesaid, the Promoter shall refund the “Remaining Amount”, if any, to the Allottee. “Remaining Amount” shall be calculated as total amount paid by the Allottee to the Promoter till the date of termination as reduced by aggregate amount of (i) 20% (twenty percent) of the Total Price; (ii) taxes including GST paid/payable on demand/s raised; (iii) brokerage paid to channel partners/brokers, if any; (iv) administrative charges as per Promoter’s policy; (v) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement; (vi) any other taxes including GST which are currently applicable or may be applicable in future on such cancellation; (vii) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank; and (viii) interest accrued on amount of delayed / due payments till the date of termination. For the sake of clarity, the interest and/or taxes paid on the Total Price shall not be refunded upon such cancellation / termination. In the event Allottee has opted to pay through finance availed from bank/financial institution, by way of loan or through any other arrangement, it shall be incumbent upon

the Allottee to provide 'No Objection Certificate' (NOC) from such lenders towards release of charge on the Apartment, by the lender in favour of the Allottee. The Remaining Amount shall be paid without any interest within a period of 30 (thirty) days from the date of termination of this Agreement or the date of providing NOC of lender by the Allottee, whichever is later. However, the Promoter shall also be entitled to directly pay the amount payable to the lender who has made payments on behalf of the Allottee towards the Apartment, to the extent so as to clear the mortgage debt from such lender and the Remaining Amount shall stand reduced by such amount. Further upon communicating the termination of this Agreement by the Promoter to the Allottee, pending refund of the Remaining Amount as aforesaid, the Promoter shall be at liberty to dispose off and/or to sell the Apartment to such person(s) at such price and on such terms and conditions as the Promoter may think fit in its absolute discretion and the Allottee shall have no objection on the same

## **10 CONVEYANCE OF THE APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed which will only be drafted by and executed through the Promoter's appointed advocate(s)/lawyer(s) in terms of the agreed terms and conditions under this Agreement and convey the title of the Apartment together with undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas and together with *pro rata* right to use the Common Areas within 3 (three) months from the issuance of the completion certificate/ occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

## **11 MAINTENANCE OF THE APARTMENT, BUILDING AND PROJECT**

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project, either by itself or through its nominated agent,

till the taking over of the maintenance of the Project by the association of allottees or till the period of 1 (one) year after the issuance of the completion certificate/ occupancy certificate of the Project, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment. In the event, the Association of Allottee fails and/or neglects to take over the maintenance within the stipulated time mentioned herein, then the Promoter's responsibility towards the maintenance of the project shall automatically be seized.

11.2 The cost of such maintenance will be paid by the Allottee to the Promoter from the date of obtaining completion certificate/ occupancy certificate till handover of maintenance of the Project to the association of allottees and thereafter the said cost of such maintenance shall be paid by the Allottee to the association of allottees or the maintenance agency appointed by the association of allottees. The maintenance expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in the **Eighth Schedule** hereunder written.

11.3 The Allottee shall before taking possession of the Apartment pay INR 65 (Indian Rupees Sixty Five) only per square feet on the built-up area of the Apartment together with applicable GST towards cost of such maintenance of the Apartment for the initial period of 1 (one) year. The Allottee shall also pay INR 200 (Indian Rupees Two Hundred) only per month per car parking space, allotted to the Allottee, if any, together with applicable GST. Further, the Allottee shall additionally pay INR 65 (Indian Rupees Sixty Five) only per square feet on the built-up area of the Apartment towards Sinking/Corpus Fund. The Promoter for providing the maintenance services of the Project will be entitled to the administrative charges of 15% (fifteen percent) of maintenance expenses/charge. [However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges and compulsory contribution @ 8% (eight percent) of the total maintenance charges for creation of Sinking Fund.]

11.4 The Promoter has estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, and as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the

Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same. In case the Promoter is required to maintain the Project beyond the said period, the Promoter shall provide and maintain the essential services in the Project and the Allottee shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter i.e. actual cost plus 15% (fifteen percent) administrative charges.

11.5 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:

- (a) to discontinue the supply of electricity to the Apartment
- (b) to disconnect the water supply to the Apartment
- (c) not to allow the usage of lifts, either by Allottee, his family members, domestic help and visitors.
- (d) to discontinue the facility of DG Power back-up
- (e) to discontinue the usage of all amenities and facilities provided in the Project to the Allottee and his family members/guests.
- (f) 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.

## **12 DEFECT LIABILITY**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development (except the materials and equipment supplied by third parties as mentioned hereinafter) is brought to the notice of the Promoter within a period of [5 (five) years by the Allottee from the date of receiving the Completion Certificate], it shall be the duty of the

Promoter to rectify such defects without further charge, within 30 (thirty) days or reasonable time, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Project or acts of third party(ies) or on account of any Force Majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Project. The Allottee is aware that the Project Property is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Project Property at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

### **13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/its right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

### **14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

## **15 USE OF SERVICE AREAS**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as car parking spaces and 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as car parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## **16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project Property, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project Property is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Project Property or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the Project Property. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## **17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

## **18 ADDITIONAL CONSTRUCTIONS**

- i. The Promoter shall have the right to carry out additional construction work at the Project Property and/or the Building, provided however that, such additional construction does not adversely affect the structure and stability of the Apartment, and the same to be carried out in accordance with the S 14 of the Act read with R 9 of the Rules. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Apartment after the building plan has been approved by the competent authority(ies) except for as provided in the Act.
- ii. The Promoter shall be entitled to alter, amend, modify and revise the Plan with respect to the Project from the concerned authority and in accordance with the same is entitled to carry out additional construction at the Project subject to compliance with S 14 of the Act read with R 9 of the Rules.
- iii. The Promoter shall be entitled to the additional F.A.R. in relation to the additional construction at the Project as aforesaid and shall be entitled to deal with the same as the Promoter may deem fit and proper.

## **19 PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement, it 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 who has taken or

agreed to take such Apartment. However, notwithstanding the above, the Promoter shall have the right to obtain construction finance for the Project anytime during the period of construction of the Project, without creating any liability on the Allottee. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said Land and/or the Building, and no separate consent of the Allottee shall be required for the said purpose.

## **20 APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter has further assured that is in compliance of various laws/regulations as applicable in the State of West Bengal.

## **21 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever, save and except the booking amount which the Promoter shall be entitle to forfeit.

## **22 ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether

written or oral, if any, between the Parties in regard to the Apartment, as the case may be.

## **23 RIGHT TO AMEND**

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

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

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

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

**25.1**The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

**25.2**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.

## **26 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain

valid and enforceable as applicable at the time of execution of this Agreement.

## **27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with the other allottees in Project, the same shall be the proportionate which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project.

## **28 FURTHER ASSURANCES**

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

## **29 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [●] after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at [●].

## **30 NOTICES**

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

In the case of notice to Owners, to:

Attention: Mr. Anurag Jhunjunwala

Address: 37C, Hindustan Road, Kolkata, P.S. Gariahat, Kolkata –  
700029

E mail: [anurag.jhunjunwala@gmail.com](mailto:anurag.jhunjunwala@gmail.com)

In the case of notice to Allottee, to:

Attention: Address:

E mail:

In the case of notice to the Promoter, to:

Attention: [●]

Address: 35, Ballygunge Park, P.S. Karaya, Kolkata - 700019

E mail: [●]

In the case of notice to Supremus, to:

Attention: Mr. Anurag Jhunjhunwala

Address: 37C, Hindustan Road, Kolkata, P.S. Gariahat, Kolkata –  
700029

E mail: anurag.jhunjhunwala@gmail.com

It shall be the duty of the Allottee, the Promoter, the Owners and Supremus 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 Allottee, the Promoter and the Owners, as the case may be.

### **31 JOINT ALLOTTEES**

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

### **32 GOVERNING LAW**

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

### **33 DISPUTE RESOLUTION**

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

same shall be settled through the Adjudicating Officer appointed under the Act.

### **34 DISCLAIMER**

The promoter ensures that the terms and conditions of this Agreement are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

### **35 FACILITIES/AMENITIES:**

- (a) The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottees of apartments in the said tower/building and/or the Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of apartments in the Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.
- (b) Neither the Allottee nor any of the allottees of apartments in the Project shall object to the Promoter laying through or under or over the Said Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Project Property.
- (c) The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Project, as specified in **Fifth Schedule** hereunder written and the Project includes amenities as specified in **Sixth Schedule** hereunder written in common with other allottees and users of the Project.

- (d) Any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Project shall be an integral part of the layout of the development of the Project and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- (e) The Allottee shall at no time demand partition of the Apartment and appurtenances thereto.

### **36 ALLOTTEES' COVENANT:**

- 36.1 After causing all necessary due diligence exercises in respect of the Said Land and the Project, compliances and non-compliances of the Promoter, inspection and verification of all the title deeds, documents, sanctions and approvals in relation to the Said Land and the Project respectively, the Allottee has accepted the title of the Owners in respect of the Apartment and the right of the Promoter in respect of the construction of the Project.
- 36.2 The Allottee hereby confirms that, he/she/it has sought and obtained independent legal advice and opinion on this Agreement from his/her/its appointed advocate(s)/lawyer(s) and being fully satisfied with the opinion of his/her/its appointed advocate(s)/lawyer(s), caused execution and registration of this Agreement.
- 36.3 The Allottee has examined the approvals of the Project Property and the floor plans including the plan of the Apartment, the nature and quality of construction fittings, fixtures, facilities and amenities provided/to be provided thereto as per the general specifications as well as the common facilities and amenities of the Project.
- 36.4 The Allottee hereby agrees with the Common Areas intended to form part of the Project.
- 36.5 The Allottee hereby confirms the measurement of the Carpet Area of the Apartment and the method of calculation thereof.

- 36.6 The Allottee has fully understood the development scheme of the Project as envisaged by the Promoter.
- 36.7 The Allottee hereby confirms in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent to the quality and cost of materials and specifications as set out in the **Seventh Schedule** hereunder written.
- 36.8 The Allottee hereby confirms that he/she/it has fully read and understood the foregoing recitals and is aware of all applicable laws, rules, regulations, notifications and circulars in respect of this transaction and further has/have agreed that the Promoter with the consent of the Owners herein are entitled to develop the Said Land and the Allottee will not object to the same. The Allottee also confirms, agrees and declares that the consideration including extra charges & deposits (morefully mentioned in Part -II of the "Fourth Schedule" as written hereunder), expenses, taxes and other incidental costs, agreed to be paid by him/her/it is fair and just and he/she/it shall have no right or claim and/or will not make any claim on any other portion of the Project Property.
- 36.9 It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoter shall intimate the Allottee in writing and the Allottee hereby give their consent for such minor change or addition.
- 36.10 The Allottee confirms that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the Apartment. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/substitute the said internal amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter within the defined price range. If any changes as aforesaid become necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the

Promoter to offer possession of the Apartment on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible within the defined price range. The Allottee agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

- 36.11 The Allottee shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottees and the Allottee agrees to make payment accordingly. Allottee hereby understands and agrees that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned hereinabove, and the Allottee shall make all payments to the Promoter on or before the due dates, time being the essence of this Agreement.
- 36.12 The Allottee hereby confirms that in case of integration of any addition phase(s) to the Project, the method for calculation of proportionate land share may vary but the consideration including extra charges & deposits (as mentioned in Part-II of "Fourth Schedule" below), expenses, taxes and other incidental costs paid by the Allottee to the Promoter shall remain constant.
- 36.13 The Allottee shall be liable to pay all taxes, duties, charges, impositions etc. in respect of the Apartment from the date of issuance of completion certificate/ occupancy certificate by the competent authority.
- 36.14 The Allottee hereby confirms that, after the date of handover of the Apartment to the Allottee, if any damage due to wear and tear of whatsoever nature is caused thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall

be liable to rectify and reinstate the same at his/her/its own costs.

36.15 The Allottee shall on demand pay to the Promoter at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of advocates/solicitors of the Promoter in connection with formation of the association of allottees and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

36.16 Till the time, the possession of the Apartment is handed over to the Allottee by the Promoter in terms of this Agreement, the Allottee only upon (i) payment of minimum 50% (fifty percent) of the Total Price by the Allottee; or (ii) a term of 1½ (one and a half) years i.e. 18 (eighteen) months being elapsed from the date of this Agreement whichever is earlier, may transfer his/her/its rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Promoter. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, applicable laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottee under this Agreement and payment of applicable transfer / administrative fee of 3% (three percent) of the Total Price plus applicable GST/other taxes apart from the documentation charges and/or legal fees and applicable taxes thereon payable to the lawyer/ service provider. On such transfer being approved in writing by the Promoter, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

36.17 The Allottee hereby confirms that, under no circumstances the possession of the Apartment will be given to the Allottee unless and until all payments required to be made under this Agreement by the Allottee has been made in full.

36.18 The Allottee hereby confirms that, he/she/it shall use the car parking space(s) for the purpose of parking of his/her/its private medium sized car(s) only. The Allottee further agrees and

understands that the car parking space(s) comprises an integral and inseparable part of the said Apartment.

- 36.19 The Allottee hereby accepts that, the Promoter shall have sole and exclusive right to earmark the car parking space(s) available in the Project and to revise the same from time to time by intimating the Allottee further the Allottee hereby confirms that, he/she/it shall be bound by the decision of the Promoter in respect of allotment and earmarking of the car parking space(s) in the Project and shall not raise any objection or claim in this regard. The Allottee further confirms that save and except the car parking space(s) earmarked for his/her/its exclusive usage, he/she/it shall not cause any disturbance and/or use any other car parking space(s) allotted to any other allottee.
- 36.20 The Allottee hereby accepts that all un-allotted parking space shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- 36.21 The Allottee agrees that any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the promoter and the revised parking number shall be intimated to the Allottee upon such revision.
- 36.22 It is clarified to the Allottee that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in sixth schedule hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the Allottees of the Apartments in the Project who need the same and apply for the same within the period as may be stipulated by the Promoter and the Promoter may give preference to Allottees who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.
- 36.23 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking spaces to any other Allottee not to disturb the use of the allotted parking space by the concerned Allottee.

36.24 The Allottee authorizes the Promoter to adjust/appropriate all payments made by his/her/it under any heads of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

The Allottee undertakes and assures that he/she/they is/are legally qualified to enter into and sign this Agreement and not barred by any prevailing laws, acts and/or statutes from executing these presents.

### **37 ADDITIONAL TERMS AND CONDITIONS:**

- 37.1 The Allottee agrees and understands that all the standard fittings, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential apartment (if any) exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in the **Seventh Schedule** to this Agreement and the same may not include the fittings and fixtures of the model apartment and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model apartment and the Allottee shall not be entitled to raise any claim for such variation.
- 37.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, subject however to the fact that, the Promoter is assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 37.3 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure

that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Seventh Schedule to this Agreement.

- 37.4 The Promoter has informed and the Allottee is aware that upon obtaining completion certificate/ occupancy certificate from the appropriate Authority the Promoter shall handover possession of the Apartment to the Allottee. That during such period of hand over, some of the amenities and facilities of the Project may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Allottee in the Project. However, the Promoter shall be responsible to complete such amenities and make them ready for occupation positively, prior to handing over of the Project to the association of allottees.
- 37.5 The right of the Allottee shall remain restricted to the Apartment and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other apartment or space and/or any other portions of the Project. The Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objections.
- 37.6 In case the CESC fails and/or delay in providing individual electricity meter to the Allottee of the Apartment of the Project and/or provide HT connection to the Project, in that event the Promoter/maintenance agency shall provide electricity to Allottee. The Allottee shall be liable to make payment of electricity consumption charges as per the bills to be raised by the Promoter/maintenance agency on the basis of electricity consumption recorded in the electricity sub-meter to be provided to the Allottee by the Promoter/maintenance agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter/maintenance agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to the Allottee and the Allottee shall not raise any objection about rate charges for providing such services.

- 37.7 If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
- 37.8 The Promoter will not entertain any request for modification in the internal layout of the Apartment. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his own within the Apartment booked, he will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment, allow any Allottee access to the Apartment prior to the date of possession for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.
- 37.9 The Allottee knows that some reduction in Carpet Area may happen due to plastering but the same may be limited to 1% (one percent) of the Carpet Area and the Allottee shall not raise any claim against the Promoter within this limit.
- 37.10 The Promoter shall take necessary steps for formation of an association of allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The allottees of the Project, including the Allottee, shall compulsorily become members of the said association. The Promoter shall handover the maintenance and management of the Project to the said association upon its formation and registration. Thereafter the said association shall be responsible for maintenance and management of the Project and shall also be responsible for all statutory compliance in relation thereto including but not limited to renewal of all applicable licenses, NOCs etc. which includes but not limited to the certifications/

approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said association in this regard. Apart from the said association, the Allottee shall not indulge and/or form any other parallel association or group within the Project under no circumstances. The said association shall be responsible to hold any program/occasion/social gathering/events within the Project under the supervision of the committee/sub-committee that will be formed by the members of the said association for holding or conducting such events to avoid any conflict within the members of the association. The Allottee is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said association of allottees, as and when required.

- 37.11 It is clarified that the defect liability responsibility of the Promoter as specified in Clause 14 of this Agreement shall not cover defects, damage, or malfunction resulting from (i) misuse of the Apartment; (ii) unauthorised modifications or repairs done by the Allottee or its nominee/agent; (iii) cases of Force Majeure (iv) failure to maintain the amenities/equipment; (v) accident; and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Apartment /Building and if the annual maintenance contracts are not done/renewed by the Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment and the common Project amenities, wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degrees centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it

shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the architect of the Project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

37.12 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the lift machine room / overhead tank/stair head room of the Building and the Promoter shall have exclusive right over the same to install hoardings/neon sign, bill boards / advertisements etc. on the same or on the facade or terrace of the Building or a portion of the boundary wall and shall be entitled to all the revenue out of the same. However, the Promoter shall be liable for the payment of all the necessary electricity charges, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same. The Promoter on the Ultimate roof shall have the exclusive right to construct permanent/temporary structure for the purpose of making community hall, gym, multipurpose room etc. and also shall have right to make terrace garden, play area etc. on the open area of the ultimate roof of the building for use and enjoyment of the Apartment owners.

37.13 The Allottee hereby undertakes and covenants that, one and from the date of possession of the Apartment or deemed date of possession of the Apartment, the Allottee shall:

37.13.1 Co-operate in the management and maintenance of the Project;

37.13.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the association of allottees, after the same is formed, for the beneficial common use and enjoyment of the Common Areas, amenities and facilities provided in the Project.

37.13.3 Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the association of allottees including the GST.

37.13.4 Use the Apartment for residential purpose only.

- 37.13.5 Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking of his own car/cars. In case the Allottee is provided facility of parking which is inter-dependent such as back to back, stack/puzzle parking with any other car parking facility in the Project or any part thereof then the Allottee shall co-operate for the ingress and egress of car of the other allottees of such facility or any other co-owners in the Project.
- 37.13.6 Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the association, upon formation, in writing.
- 37.13.7 Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the provisions made thereof.
- 37.13.8 Not to sub-divide the Apartment including the car parking space under any circumstances.
- 37.13.9 Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the Building and/or the adjoining buildings, if applicable.
- 37.13.10 Not to place or cause to be placed any article or object in the Common Areas.
- 37.13.11 Not to harm or damage the Common Areas or any other apartments in the Building by making any alterations or withdrawing any support or otherwise.
- 37.13.12 Not to park any vehicle, in the Project, unless the facility to park the same is obtained and/or acquired by Allottee.
- 37.13.13 Not to make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the Project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour

scheme of the Building, duly approved and finalized by the architect of the Project.

- 37.13.14 Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other apartment owners and/or occupiers of the Project.
- 37.13.15 Not to keep in the Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Apartment and/or any other apartment in the Project.
- 37.13.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc.
- 37.13.17 Not to keep or harboured any bird or animal in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas of the Project unless accompanied.
- 37.13.18 Not to change/alter/modify the name of the Project.
- 37.13.19 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows including grills of the Apartment which in the opinion of the Promoter / association differs from the colour scheme of the Building or deviation or which in the opinion of the Promoter / association may affect the elevation in respect of the exterior walls of the Building.
- 37.13.20 Not to use the Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Building or to the owners and occupiers of the neighboring premises or for any illegal or immoral

purpose or as a boarding house, club house, nursing home, amusement or entertainment centre, eating or catering place dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- 37.13.21 Not to let out or part with possession of the car parking space, excepting as a whole with the Apartment to anyone else, excepting to a person who owns an apartment in the Building and the Allottee will give an undertaking and sign a document of adherence that the car parking space will be used only for the parking of cars.
- 37.13.22 Not to encumber the Apartment in any manner, except for raising the housing loan from any reputed financial institution or bank, for payment of the consideration price under this Agreement, prior to registration of conveyance deed for the Apartment in favour of the Allottee.
- 37.13.23 Use the community hall for small functions of their families or for the meeting of apartment owners or for the use of any function / meeting by all the apartment owners of the Project. Although the community hall will be provided with a pantry/kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. The community hall shall not be used for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. The use of any loud speakers shall not be permitted beyond the time limit and confines of the community hall. The community hall and any other covered/ enclosed area of the Project shall not be used for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival and such festivals may be celebrated in the outdoor areas of the Project, if and as may be allowed by the Promoter/

association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

37.13.24 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the community hall, the club area, swimming pool and gymnasium and shall pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ association from time to time.

37.13.25 To ensure that all interior work of furniture, fixtures and refurbishing of the Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allottees.

### **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, ManickBandhopadhyay Sarani and partly 23/2E, Manick Bandhopadhyay Sarani.

**SECOND 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:

Sl. No.	Beneficiary	Share in 1/8 <sup>th</sup> of First Land Parcel	Area (In Decimal)
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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 1/8<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 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 1/8<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. 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 1/8<sup>th</sup> (one eighth) share in the First Land Parcel i.e., 7.25 decimal; and (ii) 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., 1.6 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 Chakraborty	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 Chakraborty, 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 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 as 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 Powers of Attorney dated 13 April 2015 and 17 December 2020 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 in terms of the Development Agreement Dated 20.04.2023 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:

Sl. No.	Name	Share in the First Land Parcel (In Decimal)
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 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 undemarcated 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 was 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.

### **THIRD SCHEDULE** **Subject Matter of Sale**

**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 Chitrakatha' 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.

**FOURTH SCHEDULE  
PART-I (Price)**

<b>Consideration/Amount Payable Towards</b>	<b>AMOUNT (RS.)</b>
Said Apartment including ..... No. of open/mechanical/covered Car Parking Space	

On or before the date of execution of this Agreement the Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) excluding GST as Application amount, being part towards the Total Consideration of Apartment against the carpet area of Apartment, the receipt of which the Promoter hereby acknowledges.

The total GST as per the present applicable rate in respect of Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). However, the total GST does not include the GST payable on Extra Charges and Deposits computed on actuals. The Allottee undertakes and confirms to pay GST on Extra Charges and Deposits payable on actual as and when such amount is ascertained and duly intimated by the Promoter.

**PART-II**

<b>EXTRA CHARGES</b>	
<b>HEAD</b>	<b>AMOUNT (Rs.)</b>
Generator cost	[•]
Electricity Charges	[•]
Club Membership Charges	[•]

Legal Charges	[•]
Grill Charges	[•]
Air-conditioning Charges	[•]
<b>TOTAL</b>	[•]

<b>DEPOSITS</b>	
<b>HEAD</b>	<b>AMOUNT (Rs.)</b>
Corporation Tax Deposit	[•]
Maintenance Deposit	[•]
<b>TOTAL</b>	[•]

**PART-III**  
**Payment Plan**

**PAYMENT SCHEDULE Of BLOCK A**

<b>SLNO.</b>	<b>PARTICULARS</b>	<b>PERCENTAGE OF CONSIDERATION</b>
1	ON APPLICATION	10% +GST
2	ON AGREEMENT	10%+GST+Rs.10,000/-
3	ON COMMENCEMENT OF PILLING	10% +GST
4	ON COMMENCEMENT OF GROUND FLOOR CASTING	10%+GST
5	ON COMMENCEMENT OF 2 <sup>nd</sup> FLOOR CASTING	10%+GST
6	ON COMMENCEMENT OF 4 <sup>th</sup> FLOOR CASTING	10%+GST
7	ON COMMENCEMENT OF 6 <sup>th</sup> FLOOR CASTING	10%+GST
8	ON COMMENCEMENT OF ROOF CASTING	10%+GST
9	ON COMMENCEMENT OF BRICK WORK	10%+GST
10	ON COMMENCEMENT OF FLOORING	5%+GST

11	ON POSSESSION	5%+GST + Extra Charges & Deposits
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**Or**

**PAYMENT SCHEDULE Of BLOCK B**

<b>SLNO.</b>	<b>PARTICULARS</b>	<b>PERCENTAGE OF CONSIDERATION</b>
1	ON APPLICATION	10%+GST
2	ON AGREEMENT	10%+GST +Rs.10,000/-
3	ON COMMENCEMENT OF FOUNDATION	10%+GST
4	ON COMMENCEMENT OF GROUND FLOOR CASTING	10%+GST
5	ON COMMENCEMENT OF 1 <sup>st</sup> FLOOR CASTING	10%+GST
6	ON COMMENCEMENT OF 2 <sup>nd</sup> FLOOR CASTING	10%+GST
7	ON COMMENCEMENT OF 3 <sup>rd</sup> FLOOR CASTING	10%+GST
8	ON COMMENCEMENT OF ROOF CASTING	10%+GST
9	ON COMMENCEMENT OF BRICK WORK	10%+GST
10	ON COMMENCEMENT OF FLOORING	5%+GST
11	ON POSSESSION	5% +GST + Extra Charges & Deposits

**FIFTH SCHEDULE**  
**Common Areas**  
**P A R T - 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.
- e) Generator room and Caretaker room at the said building.

**PART – II**  
**(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 (if any) and the Distribution pipes upto the Blocks.
- 5. Such other equipments, machinery or facilities as be required for the complex.
- 6. The water falls, 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 car and for other purpose.
- 10. Dedicated Communication system for Telephone, if any.
- 11. Main Switch, common meter, transformer Electrical Sub Station Installation.

**SIXTH SCHEDULE**  
**Amenities of the Project**

- i) Water filtration Plant.
- ii) Elevator of reputed brand.
- iii) Stand-by power supply for common facilities. \* iv)Generator\*
- v)Community Hall\*
- vi)Gym\*
- vii)Window and Balcony grill\*

\*At extra cost.

## **SEVENTH SCHEDULE**

### **Materials and Specifications for Development of the Project**

**Super Structure:** RCC frames structure

**Flooring:** Wooden laminated flooring in master bedroom, vitrified tiles in bedroom, living room and dining room

**Internal Wall Finish:** POP/ Putty finish on walls

**Toilet:**

- Anti-skid ceramic / vitrified tiles on floor
- Ceramic / vitrified tiles on walls
- Sanitary ware & CP fittings of Jaquar or equivalent
- Electrical point for Geyser and exhaust fan
- Plumbing provision for hot/cold water line

**Electricals:**

- Concealed copper wiring from reputed brands
- Telephone and internet wiring in living or dining area
- Electrical points in bedrooms, living room, dining room, kitchen & toilet
- Modular switches of reputed brands
- DTH/Cable TV cabling
- Fully air-conditioned apartments \*

**Doors And Windows:**

- Flush main doors with wooden frame, night latch & eyepiece.
- Flush doors inside with branded hardware and lock fitting.
- Fully glazed anodized/power-coated aluminum/UPVC windows with Branded hardware fitting

**Security Features:**

- 24x7 Security surveillance
- CCTV Cameras
- Security & community management App\*
- Sufficient power backup facilities\*

**\*At Extra Cost**

## **EIGHTH SCHEDULE**

### **Common Expenses**

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire-fighting equipments and personnel, if any.
- All expenses for insuring the Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, whitewashing, 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.
- All expenses for running and operating all machinery, equipments 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.
- 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 allottee/s.
- Municipal tax, multistoried building tax, water tax and other levies in respect of the Building save those separately assessed for the Apartment of the Allottee.
- Contribution @ 8% of the monthly maintenance charges for creation of sinking fund for replacement, renovation and other periodic expenses of equipments and to cover major expenses to be required for proper management and maintenance of the Project.
- 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.
- 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.

**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></p> <p>For <b>ANKHI PATRA</b></p> <p>For <b>RAJASRI CHAKRABARTI</b> <i>alias</i> <b>RAJASRI CHAKRABARTI</b></p> <p>_____</p> <p>DIRECTOR/AUTHORIZED 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>_____</p> <p>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>_____</p>

	DIRECTOR/AUTHORIZED SIGNATORY
<p><b>SIGNED AND DELIVERED</b> by  <b>Allottee</b> in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>_____</p> <p>[•]</p>

### MEMO OF CONSIDERATION

**Received** from the within named Allottee a sum of INR [●] (Indian Rupees [●] only) as a booking amount towards part payment of the Total Price receivable by the Promoter under this Agreement, 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 [●]	
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For **PASARI PROMOTERS PRIVATE LIMITED**

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[●]  
(Promoter)

**ANNEXURE A Plan of the Apartment**

**ANNEXURE B Plan of the Project Property**

**DATED THIS            DAY OF            , 2023**

AMONGST

- (1) CEREBRUM    TRADECOM    PRIVATE  
    LIMITED
- (2) INCEPTION    TRADECOM    PRIVATE  
    LIMITED
- (3) SKYGRAPH    TRADECOM    PRIVATE  
    LIMITED

(4)INBRED MERCHANTS PRIVATE  
LIMITED

(5)ALPIC BUILDERS PRIVATE LIMITED

(6)GOLDBURN DEALCOM PRIVATE  
LIMITED

(7)SOMNATH CHAUDHURI

(8)ANKHI PATRA

(9)RAJASHREE CHAKROBORTY

...OWNERS

AND

SUPREMUS PROJECTS LLP

.... Confirming Party

AND

PASARI PROMOTERS PRIVATE  
LIMITED

...PROMOTER

AND

[•]

...ALLOTTEE

## **AGREEMENT FOR SALE**