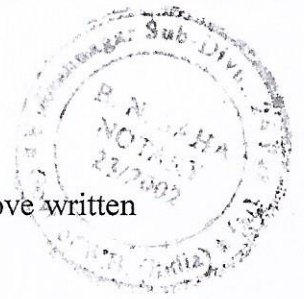


The Designated Unit described in **PART- I** of the **Second Schedule** hereinabove written shall be constructed and completed within **32 (Thirty Two) months** hereof.



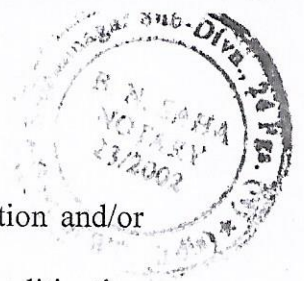
THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE** : All cost and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, generator, intercom, transformer, water pump with motor, water purified equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building and /or enjoyed or used by the Purchases(s) in common with other occupiers or serving more than one Unit / Flat and other saleable space in the Building and at the Premises, main entrance, landing and staircase of the boundary walls of the Premises, compounds etc. The cost of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Designated Block and/or the Building so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lift, generator, intercom, transformer, water pump with motor, water purifier equipment etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the Association.
5. **TAXES**: Panchayet and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Unit).
6. **INSURANCE** : Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

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8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART-I

(OUTGOINGS AND TAXES)

1. The Purchaser(s) bind himself / herself / itself / themselves and covenants to bear and pay and discharge the following expenses and outgoings:
 - (a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Amgachia Gram Panchayet or any other concerned authority Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance-In-Charge the proportionate share of all such rates and taxes assessed on the said Premises.
 - (b) All other taxes impositions levies, cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations where existing or as may be imposed or the Designated Block or the said Premises and whether demanded from or payable by the Purchaser(s) or the Maintenance-In-Charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said Premises or any part thereof.
 - (c) Electricity charges for electricity consumed in or relating to the Designated Unit (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
 - (d) Charges of water and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the Designated Unit against demands made by the concerned authorities' and/or the Maintenance-In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit wholly and if in common with the other Co owners proportionately to the Maintenance-In-Charge or the appropriate authorities as the case may be.
 - (e) Proportionate share of all Common Expenses (including those maintained in **Fourth Schedule** hereunder written) to the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance Charges calculated @ **Rs.2.00/- per Sq. ft.** per month of the super built area of the Designated Unit. The said minimum rate shall

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be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration of the common services provided.

- (f) If any generator is installed in the building / in the Premises then proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser(s).
- (g) Service Tax, Vat and any applicable tax, cess, imposition or in levy in respect of any amounts and outgoings payable by the Purchaser(s) and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser(s) in payment of all or any aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 **days** of the Maintenance-In-Charge leaving its bill for the same at the above address of the Purchaser(s) or in the Letter Box in the Ground Floor earmarked for the Designated Unit provided that any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default and indemnify and indemnified the Vendor and the Maintenance-In-Charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be with held by the Purchaser(s) owing thereto.
3. The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Vendor to the Purchaser(s) in terms of clause 4 (c) of Section-III hereinabove, whichever be earlier.
4. It is expressly agreed and understood that so long the Vendor the said M/s. Dharitri Infraventure Pvt. Ltd. or nominee be the Maintenance-In-Charge, the Purchaser(s) shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART-II

(RULES AND REGULATIONS)

1. The Purchaser(s) bind/s himself/herself/itself/themselves and covenant/s :
- (a) To use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor first had and obtained and shall not do or permit to be done any obnoxious, injurious,

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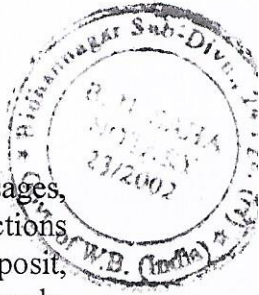


noisy, dangerous, hazardous, illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the co-owners. It is expressly agreed that any restriction on the Purchaser(s) shall not in any way restrict the Vendor to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.

- (b) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Maintenance-In-Charge Provided however that nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/its/their Flat/Unit. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the Designated Unit.
- (c) To apply for and obtain at his/her/its/their own costs separate assessment and mutation of the Designated Unit in the records of Amgachia Gram Panchayet or concerned authority within 6 (six) months from the date of possession.
- (d) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Designated Block passing through the Designated Unit or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units the Designated Block.
- (e) To allow the Maintenance-In-Charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all responsible times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Designated Unit within 7 (seven) days of giving a Notice in writing by the Maintenance-In-Charge to the Purchaser(s) thereabout.
- (f) To keep the Designated Unit and partly walls, sewers, drainage, electricity, pipes, cables, wires and others connections fittings and installations, entrance and main entrance serving any other Unit in the Designated Block in good and substantial repair and condition so as to support shelter and protect the other units/parts of Designated Block and not to do or cause or tend to cause or tantamount to cause or affect any damage to the Designated Unit.
- (g) Not to commit or permit to be committed any alterations or changes in or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the said Building.
- (h) To cooperate with the Maintenance-In-Charge in the management, maintenance, control and administration of the said Building and other Common Purposes.

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- (i) Keep the common areas, open space, parking areas, paths, passages, staircase, lobby, landing etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the common Areas and Installations and the said Premises.
- (j) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the Amgachia Gram Panchayet, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, water, electricity, transformers, drainages and other installations and amenities at the said Housing Complex.
- (k) Not to alter the outer elevation or façade of the Designated Block or any part thereof nor decorate or affix any neon-sing, sing board or other thing on the exterior of the Designated Unit or the Designated Block otherwise than in the manner agreed by the Maintenance-In-Charge in writing or in the manner as may be in which it was previously decorated.
2. In the event of the purchaser(s) failing and or neglecting or refusing to make payment or deposits of the Maintenance Charges, Panchayet rates and taxes, Common Expenses or any other amounts payable by the Purchaser(s) under these presents and/or in observing and performing the covenants, terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the purchaser(s) hereunder, the Purchaser(s) shall be liable to pay the Maintenance-In-Charge, interest at the rate of 1.5% per month of all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge, shall be entitled to:
- (a) Disconnect the supply of electricity to the Designated Unit.
- (b) Withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the Purchases(s) and/or the Designated Unit.
- (c) To deemed and directly realize and/or other amounts becoming payable to the Purchaser(s) by any Tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(EXTRAS AND DEPOSITS)

(EXTRAS)

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