

REVISED DRAFT FOR APPROVAL

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

By and Between

VENDORS¹:

(1) BANKE BIHARI ENCLAVE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No. 1806, Laskarhat Kolkata WB 700039 Police Station: Kasba, Post Office: Tiljala, and having PAN AAFCB1781R, **(2) DRISHTINANDAN DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039 Police Station: Kasba, Post Office: Tiljala, and having PAN AAECD3909J, **(3) PRITHIWIRAJ REAL ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AAGCP7997J, **(4) RITURAAJ BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AAGCR0629D, **(5) SURYADRIPTI PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AASCS0363H, **(6) SURADHANI REAL ESTATES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AASCS1352A, **(7) RAPID HOUSING SOLUTIONS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office situated at 164/1, Manicktala Main Road, Kolkata – 700 054 Police Station: Phoolbagan, Post Office: Kankurgachi, and having PAN AATFR6370H, **(8) GOLDMOON DEALERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039 Police Station: Kasba, Post Office: Tiljala, and having PAN AAECG1531B, **(9) KSHETRAJIVI AGRO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 1806, Laskarhat Kolkata WB 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AAECK8480H, **and (10) ENDIVE VANIJYA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at No. 1806, Laskarhat Kolkata Tiljala 700039, Police Station: Kasba, Post Office: Tiljala, and having PAN AADCE0477F hereinafter referred to as the “**Vendors**” (which expression shall unless repugnant

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

to the context or meaning thereof be deemed to mean and include their and each of their respective successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

GOENKA REALTORS PRIVATE LIMITED, (CIN NO. U70109WB2012PTC184750) a Company incorporated under the Companies Act, 1956 having its Registered Office at 7B(1)-IT Chambers, 7th Floor, Mani Square, 164/1 Maniktala Main Road, EM Bypass, Kolkata 700054 Police Station: Phoolbagan, Post Office: Kankurgachi, and having PAN AAECK9094M and its corporate office at _____, represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide Board resolution dated _____;² hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its respective successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

^{2 2} Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **THIRD PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

AND

_____ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at _____ and represented by _____ hereinafter referred to as "**the Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:**

***{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

The Vendors, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. Definitions - For the purpose of this Deed for Sale, unless the context otherwise requires,-

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

II. WHEREAS:

- A. The Vendors and the Promoter became the absolute and lawful owners of land admeasuring 131.35 Satak or 79 Cottahs 7 Chittacks and 16.21 Square Feet more or less situate together with messuages, tenements, hereditaments and premises on part thereof all lying at and being comprised in R.S. Dag Nos. 413, 414(portion), 415, 417(portion), 418, 419, 420, 421 and 422 in Mouza Nonadanga, J. L. No. 10 under Police Station Kasba (formerly Tiljala) within Ward No. 107 of the Kolkata Municipal Corporation in the District of South 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Promoter and the Vendors have entered into a joint development agreement dated 1/10/2015 in respect of the said Land. At the time of entering upon such agreement, the Promoter had a different name and Rapid Housing Solutions LLP was then a private limited company which subsequently got converted into LLP as morefully recited in the said Schedule A-1
- B. The said Land has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Megh Mani("Project")**
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Kolkata Municipal Corporation and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E. By an Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in building ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2

of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**.

- F. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Designated Apartment in favour of the Purchaser and in respect of the undivided proportionate title in the common areas in favour of the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent apportioned towards their proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors and the Promoter do hereby sell and transfer to the Association their respective undivided proportionate title to the said Land attributable to the Designated

Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances (save and except the First Partition Suit and Second Partition Suit mentioned in the Chain of Title below), trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.

3. **INDEPENDENT PROJECT:** 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 Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies,

impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated 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.
12. **USAGE:** Use of Service Areas: The service areas if any located within Megh Mani are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tank, Pump room, maintenance and service room, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
 - 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in

or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
15. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute 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 Designated Apartment.

16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYER/TRANSFEREES:** 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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. **WAIVER NOT A LIMITATION TO ENFORCE:** 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.
18. **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser (s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. **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 Deed.
21. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
22. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

23. **OTHER TERMS AND CONDITIONS** : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Purchaser: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

- 1. ALL THAT** pieces of parcels of contiguous plots of land in a single compound being premises No. 1806 Laskarhat an area of 131.35 Satak or 79 Cottahs 7 Chittacks and 16.21 Square Feet more or less situate together with messuages, tenements, hereditaments and premises on part thereof all lying at and being comprised in R.S. and L.R. Dag Nos. 413, 414(portion), 415, 417(portion), 418, 419, 420, 421 and 422 (as described below) in Mouza Nonadanga, J. L. No. 10 under Police Station Kasba (formerly Tiljala) within Ward No. 107 of the Kolkata Municipal Corporation in the District of South 24 Parganas:

R.S. Dag No. and Khatian No.	L. R. Dag No. and Khatian No.	Total Area in Dag (in Satak)	Subject Area in Dag (in Satak)
Dag No. 413 recorded in Khatian No. 430	Dag No. 413 recorded in Khatian Nos. 342, 344, 346, 347, 349, 350, 351, 352, 353, 354 and 355	17	17
Dag No. 414 recorded in Khatian No. 723	Dag No. 414 recorded in Khatian Nos. 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and 355	49	17.65
Dag No. 415 recorded in Khatian No. 431	Dag No. 415 recorded in Khatian Nos. 192, 342, 344, 346, 347, 349, 350, 351, 352, 353, 354 and 355	34	34
Dag No. 417 recorded in Khatian No. 722	Dag No. 417 recorded in Khatian Nos. 342, 343, 344, 345,	16	12.70

	346, 347, 348, 349, 350, 351 and 352		
Dag No. 418 recorded in Khatian No. 722	Dag No. 418 recorded in Khatian Nos. 342, 343, 344, 345, 346, 347, 348, 349 and 350	13	13
Dag No. 419 recorded in Khatian No. 721	Dag No. 419 recorded in Khatian Nos. 174, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 and 352	05	05
Dag No. 420 recorded in Khatian No. 724	Dag No. 420 recorded in Khatian Nos. 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 and 352	14	14
Dag No. 421 recorded in Khatian No. 724	Dag No. 421 recorded in Khatian Nos. 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 and 352	13	13
Dag No. 422 recorded in Khatian No. 723	Dag No. 422 recorded in Khatian Nos. 342, 343, 344, 345, 346, 347, 348, 349, 350, 351 and 352	05	05

		Total	131.35
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The said Land is butted and bounded as follows:

- 1.1.1 On the **North** : Partly by Picnic Garden Road and partly by premises No. 1419, Laskarhat, Kolkata.
- 1.1.2 On the **South**: Partly by premises Nos. 597/1, 607/1, 603, 604, 605, 607, 609, 171/M/22 and 811, Laskarhat, Kolkata
- 1.1.3 On the **East** : Partly by premises Nos. 1419, 1575, 1367/1, 171/M/22, Laskarhat, Kolkata; and
- 1.1.4 On the **West** : Partly by premises Nos. 1419, 811 and 239, Laskarhat, Kolkata.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1. One Sadhyamoni Dasi was the sole and absolute owner of **ALL THAT** pieces and parcels of land containing an area of 1.15 Acre or 115 Satak more or less comprised in entire (i) C.S. and R.S. Dag No. 414 recorded in R.S. Khatian No. 723 (formerly C.S. Khatian No. 217) containing an area of 49 satak more or less, (ii) C.S. and R.S. Dag No. 417 recorded in R.S. Khatian No. 722 (formerly C.S. Khatian No. 216) containing an area of 16 satak more or less, (iii) C.S. and R.S. Dag No. 418 recorded in R.S. Khatian No. 722 (formerly C.S. Khatian No. 216) containing an area of 13 satak more or less, (iv) C.S. and R.S. Dag No. 419 recorded in R.S. Khatian No. 721 (formerly C.S. Khatian No. 216) containing an area of 05 satak more or less, (v) C.S. and R.S. Dag No. 420 recorded in R.S. Khatian No. 724 (formerly C.S. Khatian No. 217) containing an area of 14 satak more or less, (vi) C.S. and R.S. Dag No. 421 recorded in R.S. Khatian No. 724 (formerly C.S. Khatian No. 217) containing an area of 13 satak more or less and (vii) C.S. and R.S. Dag No. 422 recorded in R.S. Khatian No. 723 (formerly C.S. Khatian No. 217) containing an area of 05 satak more or less all comprised in Mouza Nonadanga, J.L. No. 10, under Police Station: Jadavpur (presently Kasba), in the District of South 24-Parganas (hereinafter referred to as the "**Larger Premises**"), having received the same by virtue of a Partition Deed dated the 14th March, 1947, registered at the office of the Sadar Joint Sub-Registrar, Alipore, in Book No. I, Volume No. 17, Pages 252 to 272, Being No. 925 for the year 1947. The name of Sadhyamoni Dasi was recorded in the Records of Rights published under the Revisional Settlement under the said R.S. Khatian Nos. 721, 722, 723 and 724.

2. By a Deed of Gift dated the 1st October, 1962 and registered with the Joint Sub-Registrar, Alipur at Behala, in Book No. I, Volume No. 64, Pages 207 to 210, Being No. 4134 for the year 1962, the said Sadhyamoni Dasi out of her love and affection towards her nephew, Jugal Krishna Mondal, granted conveyed and transferred, by way of Gift, unto and in favour of the said Jugal Krishna Mondal All That the said Larger Premises, absolutely and forever
3. By a Deed of Gift dated 15th January, 1976 and registered with the Joint Sub-Registrar of Alipore at Behala, in Book No. I, Volume No. 3, Pages 167 to 171, Being No. 542 for the year 1976 the said Jugal Krishna Mondal out of his love and affection towards his son Biswanath Mondal, granted conveyed and transferred, by way of Gift, unto and in favour of the said Biswanath Mondal All That the said Larger Premises, absolutely and forever
4. The said Jugal Krishna Mondal (since deceased) was also the sole and absolute owner of **ALL THAT** the pieces or parcels of land containing an area 51 Satak comprised in entire (i) C.S. and R.S. Dag No. 413 recorded in R.S. Khatian No. 430 (formerly C.S. Khatian No. 272/1) containing an area of 17 satak more or less and (ii) C.S. and R.S. Dag No. 415 recorded in R.S. Khatian No. 431(formerly C.S. Khatian No. 273) containing an area of 34 satak more or less both comprised in Mouza Nonadanga, J.L. No. 10, under Police Station: Jadavpur (presently Kasba), in the District of South 24-Parganas (hereinafter referred to as the "**Smaller Premises**").
5. The said Jugal Krishna Mondal, who was a Hindu during his lifetime and at the time of his death and governed under the Dayabhaga School of Hindu Law, died intestate on 6th August, 1981, leaving him surviving his wife namely, (Smt.) Narayani Mondal (since deceased), two sons namely, Sibnath Mondal (since deceased) and Biswanath Mondal and three daughters namely, (Smt.) Durga Rani Sarkar, (Smt.) Usha Rani Naskar and (Smt.) Minati Rani Sardar as his only heirs, heiresses and legal representatives, who all upon his death inherited and became entitled to the Smaller Premises absolutely and in equal shares;
6. The said (Smt.) Narayani Mondal, who was a Hindu during her lifetime and at the time of her death and governed under the Dayabhaga School of Hindu Law, died intestate on 1st April, 1988 leaving her surviving her two sons namely the said Sibnath Mondal and Biswanath Mondal and three daughters namely the said (Smt.) Durga Rani Sarkar, (Smt.) Usha Rani Naskar and (Smt.) Minati Rani Sardar as her only heirs, heiresses and legal representatives, who all upon her death inherited and became entitled to her entire part or share in the Smaller Premises absolutely and in equal shares
7. By an Indenture of Conveyance dated 3rd August, 1998 and registered with the Additional Registrar of Assurances-I, Calcutta in Book No. I, Volume No. 24, Pages 317 to 329, Being No. 2565 for the year 1998 the said Biswanath Mondal for the consideration therein mentioned sold conveyed and transferred unto and to one Gurdev Singh All That

a piece or parcel of land containing an area of 2 Cottah more or less out of a divided and demarcated portion of R.S. Dag No. 417, absolutely and forever.

8. The said Sibnath Mondal, who was a Hindu during his lifetime and at the time of his death and governed under the Dayabhaga School of Hindu Law, died intestate on 12th January, 2001 leaving him surviving his his wife namely (Smt.) Mira Mondal, four sons namely, Santosh Mondal, Provash Mondal, Promotosh Mondal and Paritosh Mondal and two daughters namely (Smt.) Krishna Rani Mondal and (Smt.) Tinku Rani Pal as his only heirs, heiresses and legal representatives, who all upon his death inherited and became entitled to his entire part or share in the Smaller Premises absolutely and in equal shares
9. In or about June, 2003 one Probodh Mondal (also known as Haran Chandra Mondal) claiming himself to be another nephew of the said Shadyamani Dasi, filed a Suit for Partition in the Court of the Learned 4th Civil Judge (Senior Division) at Alipore being Title Suit No. 53 of 2003 (Partition) (hereinafter referred to as the “**First Partition Suit**”) for Partition of the Larger Premises, inter alia, alleging, amongst others, the authenticity of the Deeds of Gift dated 1st October, 1962 and 15th January, 1976 in respect of the Larger Premises and prayed for preliminary decree for one-fourth share in the Larger Premises and other prayers at stated therein
10. There is no subsisting order of injunction or stay or status quo in the First Partition Suit nor is there any other order which in any manner restricts or prohibits the sale or transfer of Larger Premises or any part or share thereof.
11. By an Indenture of Conveyance dated 8th June, 2007 registered with the District Sub-Registrar-III, Alipore, South 24-Parganas, in Book No. I, Volume No. 9, Pages 1598 to 1617, Being No. 3393 for the year 2007 the said Biswanath Mondal for the consideration therein mentioned sold conveyed and transferred unto and to the said Gurdev Singh and one Jasbir Singh Deosi All That a divided and demarcated portion of land containing an area of 7 Cottah more or less out of the said R.S. Dag No. 417, absolutely and forever.
12. By an Indenture of Conveyance dated 17th August, 2009 and registered with the District Sub-Registrar-III, Alipore in Book No. I, Volume No.21, Pages 3931 to 3947, Being No. 5282 for the year 2009, the said Mira Mondal, Santosh Mondal, Provash Mondal, Promotosh Mondal, Paritosh Mondal, (Smt.) Krishna Rani Mondal and (Smt.) Tinku Rani Pal for the consideration therein mentioned sold conveyed and transferred unto and to one Kaushik Roy Chowdhury, Amit Das, Rajib Chanda, Sankar Sarkar and Sanjib Sarkar All That their entire part or share in the Smaller Premises, absolutely and forever
13. In or about September, 2009, the said Biswanath Mondal, filed a suit for declaration and injunction against the said Gurdev Singh and Jasbir Singh Deosi and another, being Title Suit No. 2950 of 2009 in the Court of the Learned 2nd Civil Judge (Junior Division) at Alipore, (hereinafter referred to as the “**Declaratory Suit**”), praying, inter alia, for a declaration that the said Sale Deed dated the 8th day of June, 2007 (wrongly mentioned

therein as 27th June, 2007) is void. The Said Declaratory Suit has since been dismissed for non prosecution;

14. By an Indenture of Conveyance dated 16th August, 2011 and registered with the District Sub-Registrar-III, Alipore South 24-Parganas in Book No. I, Volume No. 14, Pages 29 to 45, Being No. 6563 for the year 2011, the said Biswanath Mondal for the consideration therein mentioned sold conveyed and transferred unto and to the said Kaushik Roy Chowdhury, Amit Das, Rajib Chanda, Sankar Sarkar and Sanjib Sarkar All That (i) his entire 1/5th part or share of and in the Smaller Premises measuring 10.2 satak more or less and (ii) piece and parcel of land containing an area of 1.65 Satak more or less out of the said R.S. Dag No. 414, absolutely and forever.
15. By an Indenture of Conveyance dated 17th August, 2011 and registered with the District Sub-Registrar-III, Alipore South 24-Parganas in Book No. I, Volume No. 13, pages 9184 to 9198, Being No. 6500 for the year 2011, the said (Smt.) Durga Rani Sardar, (Smt.) Minati Sardar and (Smt.) Usha Rani Naskar for the consideration therein mentioned sold conveyed and transferred unto and to the said Kaushik Roy Chowdhury, Amit Das, Rajib Chanda, Sankar Sarkar and Sanjib Sarkar All That their entire 3/5th part or share of and in the Smaller Premises, absolutely and forever.
16. By an Indenture of Conveyance dated 19th October, 2012 and registered with the Additional District Sub-Registrar, Sealdah, in Book No. I, CD Volume No. 7, Pages 8163 to 8197, Being No. 03206 for the year 2012 the said Biswanath Mondal for the consideration therein mentioned sold conveyed and transferred unto and to the Pre-substituted Owners and the Promoter All That pieces and parcels of land containing an area of 0.67124 Acre or 67.124 Satak more or less comprised in (i) a portion containing an area of 16 Satak more or less of R.S. Dag No. 414, (ii) a portion containing an area of 1.124 Satak more or less of R.S. Dag No. 417, (iii) entire R.S. Dag No. 418 containing an area of 13 Satak more or less, (iv) entire R.S. Dag No. 419 containing an area of 5 Satak more or less, (v) entire R.S. Dag No. 420 containing an area of 14 Satak more or less, (vi) entire R.S. Dag No. 421 containing an area of 13 Satak more or less and (vii) entire R.S. Dag No. 422 containing an area of 05 satak more or less out of the Larger Premises and which such 67.124 satak is a part of the said Land. The said Sankar Sarkar, one Shika Rani Mondal and Swarnava Mondal concurred and confirmed such sale in favour of the Pre-substituted Owners and the Promoter. For the purpose of this Deed "Pre-substituted Owners" shall mean the Vendors hereto save and except the Vendor No. 7 but including Rapid Housing Solutions Private Limited.
17. By an Indenture of Conveyance dated 19th October 2012 and registered with the Additional District Sub-Registrar, Sealdah, in Book No. I, CD Volume No. 7, Pages 8198 to 8233, Being No. 03208 for the year 2012 the said Gurdev Singh and Jasbir Singh Deosi for the consideration therein mentioned sold conveyed and transferred unto and to the Pre-substituted Owners and the Promoter All That the said divided and demarcated portion of land containing an area of 7 Cottah more or less out of the said R.S. Dag No.

417, absolutely and forever and such 7 Cottah is forming a portion of the said Land. The said Biswanath Mondal and the said Sankar Sarkar as one of the partners of the M/s. Debayan Enterprise concurred and confirmed such sale in favour of the Pre-substituted Owners and the Promoter.

18. By an Indenture of Conveyance dated 14th January, 2013 and registered with the Additional District Sub-Registrar, Sealdah in Book No. I, CD Volume No. 1, Pages 3866 to 3899, Being No. 00254 for the year 2013, the said Kaushik Roy Chowdhury, Amit Das, Rajib Chanda, Sankar Sarkar and Sanjib Sarkar for the consideration therein mentioned sold conveyed and transferred unto and to the Pre-substituted Owners and the Promoter All That pieces and parcels of land containing an area of 0.5265 Acre or 52.65 Satak more or less comprised in (i) a portion containing an area of 1.65 Satak more or less of R.S. Dag No. 414, (ii) entire R.S. Dag No. 413 containing an area of 17 Satak more or less and (iii) entire R.S. Dag No. 415 containing an area of 34 Satak more or less out of the Smaller Premises and which such 52.65 satak is a part of the said Land;
19. The Pre-substituted Owners and the Promoter have caused to be mutated their names in the records of the BL & LRO, South 24-Parganas and in the records of the Kolkata Municipal Corporation vide Assessee No. 31-107-08-57400. The said Land is assessed in the records of the Kolkata Municipal Corporation under premises No. 1806 Laskarhat;
20. In or about 2013 one Sulekha Roy and Sikha Mondal claiming themselves to be daughters of Bholanath Mondal another nephew of the said Shadyamani Dasi, filed a Suit for Partition in the Court of the Learned 5th Civil Judge (Senior Division) at Alipore being Title Suit No. 164 of 2013 (Partition) (hereinafter referred to as the “**Second Partition Suit**”) for Partition of the Larger Premises, inter alia, alleging, amongst others, the authenticity of the Deeds of Gift dated 1st October, 1962 and 15th January, 1976 in respect of the Larger Premises and praying for partition of the Larger Premises and other prayers at stated therein
21. There is no subsisting order of injunction or stay or status quo in the Second Partition Suit nor is there any other order which in any manner restricts or prohibits the sale or transfer of Larger Premises or any part or share thereof.
22. By the Development Agreement, it was, inter alia, agreed amongst the Pre-substituted Owners and the Promoter that the Promoter then known as the said Kumkum Infrastructure Private Limited would as lead company be appointed by all the other Pre-substituted Owners and the Promoter to spearhead the construction of the Project at the costs and expenses of the Pre-substituted Owners and the Promoter. It was further, inter alia, agreed thereunder that until separate allocation of areas amongst the Pre-substituted Owners and the Promoter, the said Kumkum Infrastructure Private Limited shall accept bookings and make allotment in respect of the sales of the Units, Parking Spaces and other saleable/transferable areas in the Project and the consideration receivable against any transfer would be received by all the Pre-substituted Owners and the Promoter by and through a separate escrow account to be maintained by the said

Kumkum Infrastructure Private Limited, and the Agreements for Sale and Sale Deeds in respect of any transfer would from time to time be executed by all the Pre-substituted Owners in favour of the intending buyers.

23. The plans for construction of the Said Building consisting of a basement, ground floor and thirty-seven upper floors at the said Land out of which the sanction for the building having a basement, a ground floor and thirty-two upper floors has already been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2016120019 dated 27.04.2016 and sanction of the remaining five floors is awaited.
24. The said Rapid Housing Solutions Private Limited (**'Company'**) has subsequently been converted to a Limited Liability Partnership being the Vendor No. 7 herein and a Certificate of Registration on Conversion of Rapid Housing Solutions Private Limited to Rapid Housing Solutions LLP was issued by the Registrar, Kolkata, West Bengal on 20th November 2015. By virtue of the conversion all tangible and intangible property, assets, interests, rights, privileges, liabilities, obligations relating to the said Company and the whole of the undertaking of the Company stood transferred to and vested in Rapid Housing Solutions LLP with continuance in operation of all contracts, deeds, agreements, powers of attorney, instruments, appointment of the Company under any power or authority which were in force immediately before the registration of the Rapid Housing Solutions LLP and the said Rapid Housing Solutions LLP is vested with all rights, powers and obligations of the Company under or arising out of or in pursuance of the Development Agreement that was in force immediately before the incorporation of the Rapid Housing Solutions LLP.
25. The name of the said Kumkum Infrastructure Private Limited was subsequently changed to Goenka Realtors Private Limited and a fresh Certificate of Incorporation pursuant to change of name was issued by the Registrar of Companies, Kolkata on 14th June 2017.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "**this Deed**" shall mean this Deed and Schedules all read together.
 - 1.2 "**Co-owners**" shall mean (a) all the Purchasers/co-owners of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendor and/or Promoter;
 - 1.3 "**sanctioned plan**" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2016120019 dated 27.04.2016 and sanction of the remaining five floors is awaited and include additions/alterations vide modified plan upon its sanction and otherwise subject to compliance of the Act.
 - 1.4 "**Maintenance in-charge**" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - 1.5 "**Common Purposes**" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping the Mechanical Parking System at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Unit Holders or two third majority of them decide to manage, maintain and up-keep the same installation
 - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons

permitted by the Promoter. Subject to the Purchaser not committing any default in observance of the House Rules the Purchaser shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner

- 3 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser 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 Areas to any other purchaser nor to disturb the use of the allotted parking space by the concerned purchaser.
- 4 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 5 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- 6 The Promoter had borrowed money from HDFC Limited by mortgaging the said Land and the construction thereat and created an equitable mortgage of the said Land. The Promoter has before execution of this obtained the No Objection Certificate dated _____ from the said HDFC LTD for completion of sale of the Designated Apartment and pro rata share of Common Areas in favour of the Purchaser
- 7 In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
- 8 The Project shall bear the name "**Megh Mani**" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted

by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT: ALL THAT** the flat being Unit No. _____ containing a carpet area of ___ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less on the __ floor of the Building of the Project at the said premises.
2. **PARKING:** _____
3. **OPEN TERRACE:** _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
 - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
 - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
 - e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' -AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the 3 (three) lifts of the Said Building out of which 2 are common lifts and 1 is a service lift.
- (iii) Three Lifts, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Ultimate open to sky space on the ultimate Roof of the Said Building
- (vi) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building .
- (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (viii) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ix) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (x) CCTV at ground floor level.
- (xi) Underground water reservoir
- (xii) Municipal Water supply with water distribution pipes to the Overhead water tanks of the Said Building.
- (xiii) Water waste and sewerage evacuation pipes and drains from the Said Building to the municipal drains.
- (xiv) DG Set, its panels, accessories and wirings and space for installation of the same.
- (xv) Boundary wall and gate and Security Gate House
- (xvi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Said Building all as per recommendation by Fire Service Authority.

Sewerage Treatment Plant

- (xvii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

2. **Club Membership And Facility:** The Promoter has erected, installed and/or made available certain facilities as hereinafter mentioned (hereinafter referred to as “the **Club Facility**” which expression shall include any modifications or alterations made by the Promoter of or to all or any such facility) at a portion of the said Land containing:

- (i) Banquet/Community hall with first time installation of airconditioners;
- (ii) Toilets near or connected to the Community Hall;
- (iii) One or more rooms with first time installation of air-conditioners and initial equipments for Indoor games and Cards without use of any money or gambling.
- (iv) Gym with first time installation of equipments and airconditioner;
- (v) Swimming pool along with changing room with first time installation of shower;
- (vi) Club theatre with first time installation of equipments and air-conditioners;
- (vii) Indoor children play area.

2.2. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge, in writing. The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1

(HOUSE RULES)

- A. **HOUSE RULES:** The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
1. to use the Designated Apartment 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 Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners
 2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land)
 3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
 - (ii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car (i.e. not exceeding the size of "Honda Amaze" make) and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car as specifically mentioned in clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - (iii) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (iv) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (v) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

- (vi) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (vii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (viii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

4. In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to said Unit and so mentioned in Clause 2.1 of the Schedule A hereinabove written, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-

- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Said Building;
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (v) to look after the complete maintenance, repair and upkeep of the said Open Terrace in a good and proper manner in the same good and proper condition in which the same is approved by the Architects and without causing any nuisance to any other co-owner of the Said Building in any manner whatsoever.
- (vi) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
- (vii) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Said Building and/or the said Land and/or outside walls of the Said Building save in the manner indicated by the Promoter or the Maintenance In-Charge

- (viii) to keep the Open Terrace be open to sky and not cover or enclose the same in any manner at any point of time.
- (ix) not use the Open Terrace for (a) any business or commercial activity (including eating and catering place, club etc.,) (b) bathing or undesirable purposes (c) any illegal or immoral purpose.
- (x) not to misuse or permit to be misused the water supply if so available at the Open Terrace.
- (xi) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (xii) not to sub-divide the Open Terrace in any manner.
- (xiii) permit the Promoter and the Association/Maintenance In-Charge or any other person responsible for maintenance and management of the said Land and their surveyors or agents with or without workmen and others to repair reinstate rebuild clean light and keep in order and good condition the sewers drains pipes cables water courses gutters wires conduits structures and other conveniences belonging to or serving or used for the Said Building and to keep the said space in good repair and condition.

5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. 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 Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment 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 in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
15. no bird or animal shall be kept or harboured 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 portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project 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 Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any

damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

- 20.** not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
- 21.** not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 22.** to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
- 23.** keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land 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 the said Land.
- 24.** to maintain at his own costs, the Designated Apartment and the Balcony and Servant /Maid's Room, if any, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, 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 Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 25.** not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated and to strictly maintain the outer elevation synergy of the Project.
- 26.** Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 27.** not to change or alter the guard rail installed at the Designated Apartment nor to cover or enclose the same. In case the grill and/or guard rail require any repair, replacement or paint, the Purchaser shall inform the Maintenance-In Charge who shall take necessary steps at the cost and expenses of the Purchaser.
- 28.** not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

- 29.** not to put up or install either permanently or temporarily any idol and/or symbol (digital or printed) of God at the common walls or places in the Common Areas or any part thereof.
- 30.** not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Vendors and/ or the Promoter to use or permit any other Unit or portion of the Said Building to be used for residential and non residential purposes
- 31.** If any visitor car park is provided by the Promoter, to abide by the following conditions pertaining to the use thereof:
 - 31.1.** The parking in the visitor car park shall be on first come first serve basis and to the extent available;
 - 31.2.** Parking during night or for more than 4 hours at a time shall not be allowed at the Visitor parking space;
 - 31.3.** The Drivers of the visitor car park shall not be allowed or permitted to loiter around inside the Complex or enter upon the inside of the Project or create any nuisance;
 - 31.4.** The cars to be parked shall strictly be in accordance with the instructions of the security agencies of the Maintenance In-charge;
 - 31.5.** Only if the visitor is connected to a Co-owner shall his car be allowed to be parked;
 - 31.6.** The Purchaser and/or any other Co-owner whose visitor's car is parked at the Visitor Car Parking shall be liable for all untoward incidents arising out of such parking or any acts or omissions of the visitor or his driver etc.
- 32.** To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- (ii) The Promoter, may if so deemed fit and in their absolute discretion, identify any portion in the open space in the Ground Level at the said Land as a space earmarked for parking of upto 3 (three) medium size motor cars by the visitors/guest of the Promoter and/or Owners and/or the Co-owners subject to the applicable Rules and Regulations and also such other rules and regulations and on such terms and conditions as the Promoter and/or the Association, upon its formation, may from time to time decide and the Purchaser unequivocally and categorically agree to follow the same without any objection and interference whatsoever.

33. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property tax and/or Municipal rates and taxes and water tax (if any) assessed on or in respect of the Designated Apartment and Appurtenances directly to the Kolkata Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment and the Appurtenances 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 Apartment and/or the Appurtenances, 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.
- (v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.____/-(Rupees ____) only per Square foot per month of the Unit Area for CAM to be increased every three years by 15% of the amount

then payable. The said minimum rates shall 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 the common services provided.

- (vi) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.100/- per annum to be increased every three years by 15% (fifteen percent) of the amount then payable.
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Purchaser.
 - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 33.2. All payments to be made by the Purchaser 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 or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default
- 33.3. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 33.4. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- (i) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed

rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.

34. The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

SCHEDULE E-2

Common Expenses shall include the following ("Common Expenses"):

1. **MAINTENANCE:** All costs and expenses 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 of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser 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, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining 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 (including lifts, generators, intercom, water pump with motor, Club related equipments, electricity, light fittings 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:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance, if so done, of the Building (except individual units) 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.
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 Vendors and/or Promoter and/or the Association for the common purposes