

SCHEDULE 'A'

DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

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 at the Project at the said Land.
2. PARKING: _____
- 2.1 OPEN TERRACE: _____
3. SAID LAND:
 - 3.1 ALL THAT piece or parcel of land containing an area of 15 cottahs, 14 chittacks and 27 Square feet be the same a little more or less situate lying at being Premises No. 28A, Ashutosh Mukherjee Road under P.S. Bhowanipore, Kolkata – 700 025 under municipal ward No.71 within the limits of Kolkata Municipal Corporation and butted and bounded as follows:-
 - 3.1.1 On the North : By Premises Nos. 3A & 3/2B, Chandranath Chatterjee Street;
 - 3.1.2 On the South : By Ashutosh Mukherjee Road;
 - 3.1.3 On the East : By Premises No. 26B, Ashutosh Mukherjee Road and
 - 3.1.4 On the West : By Premises No. 30, Ashutosh Mukherjee Road.
 - 3.1.1 OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

VIBGYOR PROJECTS PRIVATE LIMITED
Director / Authorized Signatory

SCHEDULE A-1

CHAIN OF TITLE:

The facts about the Vendor deriving title to the said Land, which before amalgamation comprised in premises nos. 28A, Ashutosh Mukherjee Road, 2/3E, Chandra Nath Chatterjee Street, 2/2, Chandra Nath Chatterjee Street, 2/3C and 2/2/1B, Chandra Nath Chatterjee Street, 2/3D Chandra Nath Chatterjee Street, are as follows:-

A. Re: 28A, Ashutosh Mukherjee Road

- 1.1 By an Indenture of Conveyance dated 27th February 1942 and registered with Sadar Joint Sub-Registrar Alipore in Book No. I, Volume No. 11, Pages 192 to 200 Being No. 346 for the year 1942, one Bimal Behari Sen for the consideration therein mentioned sold conveyed and transferred unto and to one Amulya Gopal Bose (since deceased), Naba Gopal Bose and Nani Gopal Bose All That landed property comprised in municipal premises No. 28A, Ashutosh Mukherjee Road (formerly known as 25A, Russa Road) containing an area of 8 Cottahs and 8 Chittacks more or less, absolutely and forever.
- 1.2 By a Sale Deed dated 10th September 1943 and registered with the District Sub-Registrar Alipore in Book I, Volume 51, pages 210 to 216 Being No. 3421 for the year 1943, one (Smt.) Manu Bala Kundu and Bibhuti Bhusan Kundu for the consideration therein mentioned sold conveyed and transferred unto and to the said Amulya Gopal Bose, Naba Gopal Bose and Nani Gopal Bose All That the Southern portion of the landed property comprised in premises No. 2/2/1, Chandra Nath Chatterjee Street containing an area of 13 Chittacks and 13 Square feet more or less, absolutely and forever.
- 1.3 The said Amulya Gopal Bose, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 24th July 1948 leaving him surviving his wife (Smt.) Nirmala Bala Bose as his only heir and legal representatives who upon his death inherited and became entitled to the entire $1/3^{\text{rd}}$ (one-third) undivided part or share in said Premises Nos. 28A, Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street, absolutely.
- 1.4 By a Deed of Gift dated 30th May 1960 and registered with the District Registrar Hooghly in Book No. I, Volume No. 21, Pages 247 to 284 Being No. 5566 for the year 1960, the said (Smt.) Nirmala Bala Bose out of her natural love and affection towards the said Naba Gopal Bose and Nani Gopal Bose granted conveyed and transferred unto and in favour of Naba Gopal Bose and Nani Gopal Bose All That her entire $1/3^{\text{rd}}$ (one-third) undivided part or share of and in the said Premises Nos. 28A, Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street, absolutely and forever.
- 1.5 By a Deed of Family Settlement dated 29th December 1963 executed by the said Naba Gopal Bose and registered with the Sub-Registrar, Alipore in Book No. I, Volume No. 31, Pages 72 to 77 Being No. 484 for the year 1964, the said Naba Gopal Bose created a Trust and transferred his $1/2$ one half share or interest into or upon the said two premises for the benefit of his grandson Sri Biswanath Bose, (then a minor) and appointed his two sons namely Atindra Nath Bose and Satyendra Nath Bose as the joint trustee of the said Trust for looking after the said Trust property i.e. the said $1/2$ (one half) undivided part or share or interest into or upon the

- said Premises Nos. 28A, Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street. It has been provided for in the said deed that the said Trust shall come to an end when the said Biswanath Bose, attains the age of majority he will be entitled to the sole ownership of the said 1/2 (one half) undivided part or share or interest into or upon the said Premises Nos. 28A, Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street.
- 1.6 Upon attaining the age of majority the said Biswanath Bose by a Deed of Declaration dated 16th May 1969 and made between the said Atindra Nath Bose therein described as Party of the First Part and the said Satyendra Nath Bose therein described as the Party of the Second Part and the said Biswanath Bose therein described the Party of the Third Part and registered with the joint Sub-Registrar of Alipore in Book No. 1, Volume No. 3, Pages No. 278 to 279 Being No. 349 for the year 1969, the said Atindra Nath Bose and Satyendra Nath Bose being the joint Trustees to the said Deed of 29th December 1963 transferred conveyed and assigned unto and in favour of the said Biswanath Bose All That the said 1/2 (one half) undivided part or share or interest into or upon the said premises Nos. 28A, Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street under the provisions of the said Trust Deed dated 29th December 1963.
- 1.7 By a Deed of Gift dated 11th August 1972 and registered with District Sub-Registrar, Alipore in Book No. 1, Volume No. 70, Pages 196 to 202, Being No. 3261 for the year 1972, the said Nani Gopal Bose in consideration of his natural love and affection towards one Sourindra Nath Bose, Sorojendra Nath Bose, and Manabendra Nath Bose granted conveyed and transferred by way of gift in favour of the said Sourindra Nath Bose (since deceased), Sorojendra Nath Bose and Manabendra Nath Bose his entire 1/2 (one-half) undivided part or share of and in the said Premises Nos. 28A Ashutosh Mukherjee Road and 2/2/1, Chandra Nath Chatterjee Street in equal 1/6th (one-sixth) share absolutely and forever. The said Municipal Premises No. 2/2/1, Chandra Nath Chatterjee Street was since renumbered as 2/2/1A, Chandra Nath Chatterjee Street by Calcutta Municipal Corporation.
- 1.8 The said Sourindra Nath Bose, a Hindu governed under by Dayabhaga School of Hindu Law died intestate on 31st March 1995 leaving him surviving his son Debasish Bose and two daughters namely (Smt.) Mahuya Majumder and (Smt.) Tapati Bose as his only heirs and legal representatives who all upon his death became entitled to his entire 1/6th (one-sixth) undivided part or share in the said Premises No. 28A, Ashutosh Mukherjee Road and 2/2/1A, Chandra Nath Chatterjee Street.
- 1.9 The said Premises No. 2/2/1A Chandra Nath Chatterjee Street was subsequently amalgamated with Premises No. 28A, Ashutosh Mukherjee Road on 4th July 2005 by the Kolkata Municipal Corporation.
- 1.10 By virtue of the following five Indentures of Conveyance and registered with Additional Registrar of Assurances-I, Kolkata the said Biswanath Nath Bose, Sorojendra Nath Bose, Manabendra Nath Bose, Debasish Bose, (Smt.) Mahuya Majumder, (Smt.) Tapati Bose for the consideration therein respectively mentioned sold conveyed and transferred their entire respective shares in Premises No. 28A Ashutosh Mukherjee Road absolutely and forever:-
- 1.10.1 By an Indenture of Conveyance dated 13th December 2006 and registered in Book No. 1, Volume No. 1, Pages 1 to 22, Being No. 8521 for the year 2007, the said Biswanath Bose sold to the Vendor hereto his entire 1/2 (one-half) undivided part or share and one Happy Bengal Promoters Private Limited and Happy Telecoms Limited concurred and confirmed such sale.

- 1.10.2 By an Indenture of Conveyance dated 12th December 2006 and registered in Book No. I, Volume No. 1, Pages 1 to 22, Being No. 8522 for the year 2007, the said Manabendra Nath Bose sold to the Vendor hereto his entire 1/6 (one-sixth) undivided part or share and one Happy Bengal Promoters Private Limited and Happy Telecoms Limited concurred and confirmed such sale.
- 1.10.3 By an Indenture of Conveyance dated 26th December 2006 and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1901-2016, Pages 289159 to 289183, being No. 190108890 for the year 2016 the said Sorojendranath Bose (also known as Sarojendra Nath Bose) sold to the said Happy Bengal Promoters Private Limited his entire 1/6 (one-sixth) undivided part or share and the said Happy Telecoms Limited concurred and confirmed such sale.
- 1.10.4 By an Indenture of Conveyance dated 16th December 2006 and registered in Book No. I, Volume No. 1, Pages 1 to 25, Being No. 8520 for the year 2007, the said Debasish Bose, (Smt.) Mahuya Majumder and (Smt.) Tapati Bose sold to the Vendor hereto their entire 1/6 undivided part or share and the said Happy Bengal Promoters Private Limited and Happy Telecoms Limited concurred and confirmed such sale.
- 1.11 By an Indenture of Conveyance dated 29th December 2006 and registered in Book No. I, Volume No. 1, Pages 1 to 23, Being No. 8693 for the year 2007, the said Happy Bengal Promoters Private Limited sold to the Vendor hereto its entire 1/6 (one-sixth) undivided part or share and the said Happy Telecoms Limited concurred and confirmed such sale.

B. Re: 2/3E, Chandra Nath Chatterjee Street.

- 1.12 By a Deed of Partition dated 26th December 1939 and registered with the District Sub-Registrar Alipore in Book No. I, Volume No. 33, Pages 23 to 42, Being No. 234 for the year 1940, one Biswanath Kundu, Shambhunath Kundu, Mityunjoy Kundu, (since deceased) and Madan Gopal Kundu (since deceased) became exclusive owners of the Municipal Premises No. 2/3E, Chandra Nath Chatterjee Street) (formerly Premises No. 2/3, Chandra Nath Chatterjee Street) containing an area of 1 cottah, 12 chittack 37 square feet more or less.
- 1.13 The said Mityunjoy Kundu, a Hindu, governed under the Dayabhaga School of Hindu Law died intestate on 28th December 2002 leaving him surviving his two sons namely Barun Kundu and Pranab Kundu and two daughters namely Sunita Kundu and Anita Adhikary as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire 1/4th (one-fourth) undivided part or share of and in the premises No. 2/3E, Chandra Nath Chatterjee Street, absolutely and in equal shares. The wife of the said Mityunjoy Kundu namely (Smt.) Jayanti Kundu having predeceased him.
- 1.14 The said Madan Gopal Kundu, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 11th November 2003 leaving him surviving his son namely Shyamal Kundu and his daughter namely Sefali Chandra as his only heirs and legal representatives who both upon his death inherited and became entitled to his entire 1/4th (one-fourth) undivided part or share of and in the premises No. 2/3E, Chandra Nath Chatterjee Street, absolutely and in equal shares. The wife of the said Madan Gopal Kundu namely (Smt.) Basanti Kundu having predeceased him.

1.15 By a Sale Deed dated 18th April 2007 and registered with Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. I, Pages 1 to 24, Being No. 10555 for the year 2007, the said Biswanath Kundu, Sambhunath Kundu, Barun Kundu, Pranab Kundu, (Smt.) Anita Adhikary, Ms. Sunita Kundu, Shyamal Kundu and (Smt.) Sefali Chandra for the consideration therein mentioned sold, conveyed and transferred unto and to the Vendor hereto the said premises No. 2/3E, Chandra Nath Chatterjee Street, absolutely and forever.

C. Re: 2/2, Chandra Nath Chatterjee Street.

1.16 By an Indenture of Conveyance dated 16th November 1957 and registered with Sub-Registrar Barasat in Book No. I, Volume No. 86, Pages 115 to 119, Being No. 9363 for the year 1957, one Shrashi Bala Devi in consideration of her love and affection towards his brother Sambhu Nath Chatterjee granted conveyed and transferred by way of Gift in favour of the said Sambhu Nath Chatterjee All That municipal Premises No. 2/2, Chandra Nath Chatterjee Street containing an area of 1 Cottah 6 Chittack 28 Square feet absolutely and forever.

1.17 By an Indenture of Conveyance and registered with Sub-Registrar, Barasat in Book No. I, Volume No. 117, Pages 38 to 41, Being 9131 for the year 1966 the Sambhu Nath Chatterjee for the consideration therein mentioned sold conveyed and transferred unto and to one Ram Prasad Chatterjee, the said premises No. 2/2 Chandra Nath Chatterjee Street, absolutely and forever.

1.18 By an Indenture of Conveyance dated 9th July 1993 and registered with Additional District Sub Registrar, Alipore in Book No. I, Volume No. 84, Pages 361 to 375, Being No. 3153 for the year 1993, the said Ram Prasad Chatterjee for the consideration therein mentioned sold conveyed and transferred unto and to one (Smt.) Mamata Bhattacharya, the said premises No. 2/2 Chandra Nath Chatterjee Street, absolutely and forever.

1.19 By a Sale Deed dated 15th December 2006 and registered with Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1, Pages 1 to 19, Being No. 399 for the year 2007, the said (Smt.) Mamata Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to the Vendor hereto All That the said premises No. 2/2, Chandra Nath Chatterjee Street, absolutely and forever.

D. Re: 2/3C and 2/2/1B, Chandra Nath Chatterjee Street

1.20 One Bishnupada Kundu (since deceased) was the absolute owner of All That Municipal premises Nos. 2/3C and 2/2/1B, Chandra Nath Chatterjee Street

1.21 The said Bishnupada Kundu, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 1st December 1983 leaving him surviving his wife (Smt.) Belarani Kundu (since deceased), six sons namely Arun Kundu, Bishwanath Kundu, Joydeb Kundu, Asim Kundu, Ranjan Kundu, Chanchal Kundu and two daughters namely (Smt.) Ashoka Das and (Smt.) Ashima Ghosh as his only heirs and legal representatives who upon all his death inherited and became entitled to his entire share in premises nos. 2/3C and 2/2/1B, Chandra Nath Chatterjee Street, absolutely and forever in equal shares.

1.22 The said Belarani Kundu, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 19th November 2003 leaving her surviving her said six sons namely Arun Kundu, Bishwanath Kundu, Joydeb Kundu, Asim Kundu, Ranjan Kundu, Chanchal Kundu and two

daughters namely (Smt.) Ashoka Das and (Smt.) Ashima Ghosh as his only heirs and legal representatives who upon all his death became entitled to her 1/9th undivided part of share in the said premises nos. 2/3C and 2/2/1B, Chandra Nath Chatterjee Street, absolutely and forever in equal shares.

- 1.23 By a Sale deed dated 14th February 2007 and registered with the Additional Registrar of Assurance-I, in Book No. I, Volume No. 1, Pages 1 to 29, Being No. 8523 for the year 2007, the said Arun Kundu, Bishwanath Kundu, Joydeb Kundu, Asim Kundu, Ranjan Kundu, Chanchal Kundu, (Smt.) Ashoka Das and (Smt.) Ashima Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to the Vendor hereto All That the said premises nos. 2/3C and 2/2/1B, Chandra Nath Chatterjee Street, absolutely and forever.

E. Re: 2/3D Chandra Nath Chatterjee Street

- 1.24 By a Deed of Partition dated 26th December 1939 and registered with the District Sub-Registrar Alipore in Book No. I, Volume No. 33, Pages 23 to 42, Being No. 234 for the year 1940, one Bankim Chandra Kundu (since deceased) was exclusively allotted All That the Municipal Premises No. 2/3, Chandra Nath Chatterjee Street containing an area of 14 Chittacks 9 square feet more or less which upon actual measurement and taking into account a common passage was found to contain an area of 15 chittacks and 15 sq.ft..
- 1.25 The said Premises No. 2/3, Chandra Nath Chatterjee Street was later renumbered as Municipal Premises No. 2/3D, Chandra Nath Chatterjee Street by the Calcutta Municipal Corporation.
- 1.26 The said Bankim Chandra Kundu, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 23rd September 1968 leaving him surviving his wife (Smt.) Uma Rani Kundu (since deceased) two sons namely Gour Chandra Kundu and Netai Chandra Kundu and five daughters namely (Smt.) Gouri Chakraborty (since deceased), (Smt.) Durga Das (since deceased), (Smt.) Bharati Kundu, (Ms.) Laxmi Kundu and (Ms.) Bithi Halder as his only heirs and legal representatives who all upon his death became entitled to the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely and in equal shares.
- 1.27 The said (Smt.) Uma Rani Kundu, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 7th March 1978 leaving her surviving her said two sons namely Gour Chandra Kundu and Netai Chandra Kundu and said five daughters namely (Smt.) Gouri Chakraborty, (Smt.) Durga Das, (Smt.) Bharati Kundu, (Ms.) Laxmi Kundu and (Ms.) Bithi Halder as her only heirs and legal representatives who all upon her death inherited and became entitled to his 1/8th (one-eighth) undivided part or share in the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely and in equal shares.
- 1.28 The said (Smt.) Gouri Chakraborty a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 11th July 1985 leaving her surviving her husband Ajit Chakraborty (since deceased) and her only son Shri Sujit Chakraborty as her only heirs and legal representatives who all upon her death became entitled to his 1/7th (one-seventh) undivided part or share in the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely and in equal shares.
- 1.29 The said (Smt.) Durga Das, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 1st March 1987 leaving her surviving her husband Parag Ranjan Das (since deceased) and her two sons namely Sourodev Das and Suvodip Das as her only heirs and legal representatives who all upon her death became entitled 1/7th (one-seventh) undivided part

- or share in the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely and in equal shares.
- 1.30 The said Ajit Chakraborty, a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 22nd February 2000 leaving him surviving his only son Shri Sujit Chakraborty as his only heir and legal representative who upon his death inherited and became entitled to his 1/14th (one-fourteenth) undivided part or share in the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely.
- 1.31 The said Parag Ranjan Das a Hindu, governed under by Dayabhaga School of Hindu Law died intestate on 21st December 2005 leaving him surviving his two sons Sourodev Das and Suvodip Das as his only heirs and legal representatives who all upon her death became entitled 1/21st (one-twentyfirst) undivided part or share in the premises No. 2/3D, Chandra Nath Chatterjee Street, absolutely and in equal shares.
- 1.32 By an Indenture of Conveyance dated 31st March 2007 and registered with the Additional Registrar of Assurance-I, Kolkata in Book No. 1, Volume No. 1, Pages 1 to 26, Being No. 10248 for the year 2007, the said Gour Chandra Kundu, Netai Chandra Kundu, Ms. Bharati Kundu, Ms. Laxmi Kundu, Smt. Bithi Halder, Sujit Chakraborty, Sourodev Das and Suvodip Das for the consideration therein mentioned sold conveyed and transferred unto and to the said Vendor hereto the said premises no. 2/3D, Chandra Nath Chatterjee Street absolutely and forever.
- 1.33 The said premises nos. 28A, Ashutosh Mukherjee Road, 2/3E, Chandra Nath Chatterjee Street, 2/2, Chandra Nath Chatterjee Street, 2/3C and 2/2/1B, Chandra Nath Chatterjee Street, 2/3D Chandra Nath Chatterjee Street were subsequently amalgamated into a single premises namely 28A, Ashutosh Mukherjee Road being the said Land by the Kolkata Municipal Corporation.
- 1.34 The plans for construction of the New Building has been sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2015090057 dated 09.12.2015 and modified on 01.06.2017.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- "this agreement" shall mean the Agreement and Schedules all read together.
 - "Co-owners" shall mean (a) all the allottees 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 Promoter, shall mean the Promoter;
 - "sanctioned plan" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Sanction Plan No. 2015090057 dated 09.12.2015 and modified on 01.06.2017 and include all aspects and qualifications thereat and also include all additions/alterations vide modification plan upon its sanction.

- d. "other exigencies" shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- e. "scheduled date" shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
- f. "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;
- g. "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 and, 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
- h. "Commercial Block" shall mean the portion of the said Building at the Project in a portion of the ground floor and first floor to contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.,) and shall include the separate staircase between ground and first floor and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units.
- i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
- 2 The Tax Deductible at Source under the Income Tax Laws, if applicable, shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 3 The said Building shall contain certain Common Areas as specified in clause 1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. Subject to the Allottee not committing any default in observance of the House Rules the Allottee 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 Allottee either independently or in common with any other Co-owner

- 4 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 Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 5 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act.
- 6 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or 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.
- 7 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 8 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=-
- 8.1 *Towards the Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about ____KW therefrom to the said Unit during CESC power failure*
- 8.2 *Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.*
- 8.3 Goods and Service Tax on the above amounts.
- 9 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- 9.1 Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Designated Apartment directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.
- 9.2 The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. ____/-, as security for payment of the maintenance charges and other proportionate common expenses.

- 10 The payment of all Other Charges and Deposits as mentioned above shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 11 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
- 12 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration, modification of or in or to the Said Building or any part thereof and/or any other construction, addition or alteration at the Project by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 13 Nothing contained herein shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 14 The Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 15 The ownership and enjoyment of the Designated Apartment by the Allottee 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 E1 hereto.
- 16 The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum of Rs. _____ (Rupees _____) (excluding Other Charges and Taxes) hereunder, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum of Rs. _____ mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Promoter

shall have no liability in respect thereof and in case any tax is demanded from the Promoter or to which the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 12 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

- 17 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 3 years from the date of the Completion Certificate
- 18 The power backup from the Common Generator in the Project shall be commenced only upon seventy-five percent of the Co-owners (other than the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, 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.

19 AREA CALCULATION:

- 19.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 19.2 **Carpet area of Servant Quarter:** The carpet area of the Servant Quarter, if appurtenant to any Unit, shall be the net usable area of such Servant Quarter excluding the area covered by the external walls thereof.
- 19.3 **Balcony Area:** *The net usable area of the exclusive covered balconies (if any) attached to the Unit.*
- 19.4 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 19.5 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Servant Quarter (if any appurtenant thereto) and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony/Servant Quarter/Open Terrace Area and any other Unit/Balcony/Servant Quarter/Open Terrace Area and the area covered by all other external walls of the such Unit/Balcony/Servant Quarter/Open Terrace Area.
- 19.6 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided ____ Square feet more or less.
- 19.7 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is ____ Square feet more or less.
- 20 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

- 21 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
- 22 Unless changed by the Promoter, Messrs. Sanon Sen & Associates Private Limited of 5 Russel Street, Kolkata-700071 shall be the Architect for the Project.
- 23 The Project shall bear the name "Urbana Arihant" 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' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Sl. No.	Particulars	Amount in Rs.P.**
1.	10% of the consideration as booking amount at or before the execution hereof;	_____
2.	10% of the consideration as further earnest money within 7 days on completion of Basement casting	_____
4.	15% of the consideration as further earnest money within 7 days on completion of 1 st Floor roof casting	_____
5.	15% of the consideration as further earnest money within 7 days on completion of 3 rd Floor roof casting	_____
6.	15% of the consideration as further earnest money within 7 days on completion of 5 th Floor roof casting	_____
7.	10% of the consideration as further earnest money within 7 days on completion of Flooring	_____
8.	10% of the consideration as further earnest money within 7 days on completion of wiring and glazing	_____

9.	10% of the consideration as further earnest money within 7 days on completion of other internal work	_____
10.	5% of the consideration being the balance consideration within 30 days of receiving intimation of construction of the Designated Apartment from the Promoter;	_____

** plus applicable Taxes

All Other Charges and Deposits shall be paid by the Allottee to the Promoter in terms of clause 10 of Schedule A-2 hereinabove.

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

1. UNIT:

- 1.1.1 Wall Finish Interior: Brickwork with Plaster of Paris with putty finish or equivalent.
- 1.1.2 Flooring:
 - (i) Bedroom: Wooden flooring with skirting for master bedroom other imported marble
 - (ii) Living / Dining Room:- Imported marble / tiles.
- 1.1.3 Kitchen: Granite Platform / Modular
 - (i) Flooring: Vitrified tiles
 - (ii) Stainless steel sink.
 - (iii) Dado of ceramic tiles upto 2ft above the counter / platform
- 1.1.4 Toilet
 - (i) Anti-skid ceramic tiles for flooring.
 - (ii) Ceramic tiles up to door height.
 - (iii) White sanitary ware of reputed make.
 - (iv) CP fittings of reputed make.
- 1.1.5 Electrical:
 - (i) Concealed copper wiring with modular switches
- 1.1.6 Doors: flush shutters with lock only at main door
- 1.1.7 Windows: Aluminum.

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

1. AMENITIES, FACILITIES:

- (i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ii) Staircases with connected landings (except the commercial block)
- (iii) One lift with connected landing.
- (iv) lift well

- (v) Common lobbies in all floors
- (vi) Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (vii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- (viii) Electrical installations with main switch and meter and space required therefor.
- (ix) The Ultimate Roof of the New Building.
- (x) Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
- (xi) Water, waste and sewerage evacuation pipes and drains.

- (xii) Underground Reservoir with water distribution pipes to the Overhead water tank of the New Building.
- (xiii) Water pump with motors and space for installation of the same.
- (xiv) One Generator its panels, accessories and wirings and space for installation of the same.
- (xv) Fire fighting system in the Common Areas in the New Building alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (xvi) Boundary wall and gates
- (xvii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.

1.2 SPECIFICATIONS:

- (i) Structure Frame Work: RCC Framed Construction with brick wall.
- (ii) Wall Finish Exterior: Weather-proof paint/textured paint.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee 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 Allottee 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) nor claim any right to park in any manner whatsoever or howsoever

3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
- (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee 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;;
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) 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 whatsoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee 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 Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) 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 Allottee is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter liable in any manner whatsoever nor make any claim whatsoever against the Promoter.
 - (ix) 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.
 - (x) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
4. In case the Allottee has been granted any right to use any open terrace attached to the Designated Apartment and is so specifically mentioned in Clause 2.1 of Schedule A hereunder written, then the Allottee shall NOT:-

- (i) make any construction or addition or alteration thereat nor to cover the open terrace in any manner without the prior written consent of the First Owner and/or the Promoter;
 - (ii) keep any dirt or filth on the open terrace and/or any other part of the Designated Apartment and to ensure that the open terrace and all other parts of the Designated Apartment is properly maintained and kept clean and in good condition so that there is no leakage on the floor below.
 - (iii) allow or permit any leakage or seepage of water from the floor to any other portion of the Said Building;
 - (iv) put any soil on the floor or put up plants or any other material which may result in soiling or dirtying the Said Building or any part thereof in any manner whatsoever;
 - (v) put up lights which may be a source of nuisance in the view of the First Owner and/or the Promoter or the Maintenance In-charge;
 - (vi) allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner
 - (vii) 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;
 - (viii) put up any hoarding, banner, neon sign, advertisement or any other printed or visual material so as to be visible from outside without the prior written consent of the First Owner and/or the Promoter
 - (ix) put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the First Owner and/or the Promoter and not to put up or allow any other electronic gazette for any use by any person other than the users of the Designated Apartment
 - (x) use the open terrace same otherwise than as an open terrace and ensure that the access to the Open Terrace shall be unrestricted for the other occupants of the Said Building in times of emergency of fire or other hazards.
5. In case the Allottee has been granted any Servant Quarter then the Allottee shall
- (i) not grant transfer let out or part with the Servant Quarter, if any granted to the Allottee hereunder, independent of the Allottee's Unit nor vice versa.
 - (ii) use the Servant Quarter agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
 - (iii) keep the Servant Quarter in good and substantial repair and condition and not to do or cause to be done anything in or around the said Servant Quarter 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 Servant Quarter* .
 - (iv) not make any sort of construction, addition or alteration at the Servant Quarter or any part thereof.

- (v) The terms and conditions on the user of the Servant Quarter as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Servant Quarter.
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 Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee 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 or in the 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 Allottee 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 Allottee 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 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, 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.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
 27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
 28. 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
 29. To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Allottee or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.
 - (ii) 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 owners, 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 owners/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 Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then the same shall belong exclusively to the Promoter.
 - (iii) The Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
 30. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - 30.1.1 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 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 Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- 30.1.2 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 Allottee or the Maintenance In-charge and the same shall be paid by the Allottee 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.
- 30.1.3 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).
- 30.1.4 Charges for water, and other utilities consumed by the Allottee 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.
- 30.1.5 Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. ____/- (Rupees _____) only per Square foot per month of the Unit Area for CAM mentioned in clause 19.7 of Schedule A-2 above. 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.
- 30.1.6 In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs. ____/- per annum to be increased every three years by ___% (____ percent) of the amount then payable.
- 30.1.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Allottee.
- 30.1.8 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 30.2. 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 Allottee or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in

respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default

- 30.3. The amount mentioned in clause 30.1.5 above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee 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 Allottee irrespective of whether or not the Allottee 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 Allottee.
- 30.4. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 30.4.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee 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 Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.4.2 The Allottee shall be and remain responsible for and to indemnify 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 Allottee and shall also indemnify the the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee 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 Allottee.

SCHEDULE E-2

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

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces

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 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. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including 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. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter, the Association for the common purposes.