

DRAFT

CONVEYANCE DEED

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

By and Between

VIBGYOR PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office 15, Chittaranjan Avenue, Kolkata-700072 having PAN AACCV2342M represented by its Authorized Representative _____, (Aadhaar No. _____) authorized vide Board Resolution dated _____¹; hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the FIRST 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]

[If the Purchaser is an Individual]

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

VIBGYOR PROJECTS PRIVATE LIMITED

 Director / Authorized Signatory

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 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;

WEST BENGAL HOUSING INDUSTRY REGULATION ACT, 2017
WEST BENGAL HOUSING INDUSTRY REGULATION RULES, 2018
WEST BENGAL HOUSING INDUSTRY REGULATION ACT, 2017

(d) "Section" means a section of the Act.

II. WHEREAS:

- A. The Promoter is the sole and lawful owner of lands admeasuring 15 Cottah 14 Chittacks 27 Square feet more or less situate lying at and being Premises No. 28A, Ashutosh Mukherjee Road, Kolkata-700025, Police Station Bhowanipore within Ward No. 71 of the Kolkata Municipal Corporation described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto.
- B. The said Land is earmarked for the purpose of building a partly residential and partly commercial project comprising multistoried apartment buildings and the said project shall be known as **Urbana Arihant** ("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 and obtained the Completion Certificate in respect thereof from the Kolkata Municipal Corporation on _____.
- 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 agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from the Promoter **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("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 forming part of the Promoter's Allocation under the Development Agreement 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 including the additional disclosures in Schedule A-2 hereto 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 alongwith 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 Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge of and from the payment of the same and every

part thereof the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter doth hereby sell and transfer unto and to the Purchaser ALL THAT the Designated Apartment being the _____ along with 1 (one) number parking as permissible under the applicable law morefully and particularly mentioned and described in Schedule-B hereto AND TOGETHER WITH right to use the Common Areas in common with the 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 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 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 Promoter do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.] **²

IV. THE PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which the Promoter do hereby profess to transfer subsists and that the Promoter has 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 the Promoter or any person or persons claiming through under or in trust for them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Promoter save only those as are expressly mentioned herein.
- (c) The Promoter 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

² ** Subject to formation of Association – refer to the footnote above. If no association is formed then the following clause with suitable modifications may be substituted:

“And in pursuance of section 17 of the said Act, the Parties do hereby mutually agree that the undivided proportionate title to the said Land attributable to the Designated Apartment and the undivided proportionate title to the other Common Areas attributable to the Designated Apartment is deemed to have been and is hereby conveyed by the Vendor and the Promoter respectively with the consent and confirmation of the Purchaser to Purti Planet Apartment Owners Association (the “Association”).”

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 accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter 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.

VIBGYOR PROJECTS PRIVATE LIMITED
 Director / Authorised Signatory

6. **POSSESSION OF THE APARTMENT/PLOT:** 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 [has been/shall be handed over to the Association] *³.
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over/shall hand 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 outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (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 upon taking charge and until then the Maintenance In charge 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.

³ Subject to changes as per facts applicable

12. **USAGE: Use of Basement and Service Areas:** The basement(s) and service areas if any located within Urbana Arihant shall be ear-marked for purposes such as parking spaces and services including but not limited to DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements 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 with effect from _____, is and shall continue to 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 tenable 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, buildings therein 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 appropriate authority 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/TRANSFeree:** 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 DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Co-owner(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 _____
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.

BUYER PROJECTS PRIVATE LIMITED

 Representative of Buyer Projects Private Limited

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

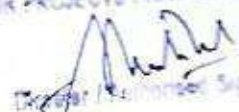
Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

VIBGYOR PROJECTS PRIVATE LIMITED

Director / Chairman / Secretary

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. SAID LAND: 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:-

1.1.1 On the North : By Premises Nos. 3A & 3/2B, Chandranath Chatterjee Street;

1.1.2 On the South : By Ashutosh Mukherjee Road,

1.1.3 On the East : By Premises No. 26B, Ashutosh Mukherjee Road and

1.1.4 On the West : By Premises No. 30, Ashutosh Mukherjee Road.

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:

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. 1, 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

VIBGYOR PROJECTS PRIVATE LIMITED



Authorized Signatory

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 1, 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 1/3rd (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. 1, 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 1/3rd (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. 1, 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. 1, 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. 1, Volume No. 1901-2016, Pages 289159 to 289183, being No. 190108890 for the year 2016 the said Sorojendranath Bose (also known as Sorojendra 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.

VIBGYOR PROJECTS PRIVATE LIMITED

 Director / Authorized Signatory

- 1.16 By an Indenture of Conveyance dated 16th November 1957 and registered with Sub-Registrar Barasat in Book No. 1, 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. 1, 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. 1, 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. 1, 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. 1, 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. 1, 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 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 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;
- 1.3 "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 made thereto and otherwise subject to compliance of the Act.
- 1.4 "Maintenance in-charge" shall mean _____ until the Association taking charge of the same and thereafter the Association;
- 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,

VIBGYOR PROJECTS PRIVATE LIMITED

 Director / Authorized Signatory

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

- 1.6 "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.
- 1.7 **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- 1.8 **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 of Schedule E hereunder written and which the Purchaser 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 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 and multi level mechanized 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 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 Co-owners nor to disturb the use of the allotted parking space by the concerned Purchaser.
- 4 The Purchaser 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 structures/construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.

VISHVA PROJECTS PRIVATE LIMITED

 Director

- 5 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 this Deed as also the House Rules as stipulated in Schedule E-1 hereto.
- 6 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
- 7 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 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.
- 8 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.
- 9 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.
- 10 Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 11 Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 12 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.
- 13 Proportionate Common Area: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- 14 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.
- 15 The Promoter had borrowed money from Gruh Finance Limited for construction of the Project by mortgaging the said Land and the construction. The Promoter has before execution of this Deed obtained the No Objection Certificate dated _____ from the said Gruh Finance Limited for completion of sale of the Designated Apartment and pro rata share of Common Areas to the extent mentioned in Para E above in favour of the Purchaser

16. 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
17. 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' – 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 at the Project at the said premises.
2. PARKING: _____
- 2.1 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 appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and other persons deriving right, title and/or permission from the Promoter, 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 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 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 New 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) 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.

SCHEDULE E-1
(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
- 1.1 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
- 1.2 that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B 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) nor claim any right to park in any manner whatsoever or howsoever
- 1.3 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 pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) 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;;
 - (iii) the Purchaser 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 whosoever.
 - (v) 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.
 - (vi) 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.
 - (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 Purchaser is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser 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 Deed shall all be covenants running with the Parking Facility.
 - (x) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser 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 Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 1.4 In case the Purchaser 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 B hereunder written, then the Purchaser 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.
- 1.5 In case the Purchaser has been granted any Servant Quarter then the Purchaser shall
- (i) not grant transfer let out or part with the Servant Quarter, if any granted to the Purchaser hereunder, independent of the Purchaser'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 Deed shall all be covenants running with the Servant Quarter.
- 1.6 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 Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser while carrying out any fitout or other activity.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.13 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.
- 1.14 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
- 1.15 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.
- 1.16 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.
- 1.17 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;
- 1.18 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.
- 1.19 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
- 1.20 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.

- 1.21 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.
- 1.22 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.
- 1.23 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.
- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.28 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.29 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

- 2 To allow and permit the Promoter the following rights and authorities:-
- 2.1 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 Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.
- 2.2 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.
- 2.3 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.
- 3 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- 3.1 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 Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- 3.2 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 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.
- 3.3 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).
- 3.4 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.
- 3.5 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 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 mentioned in clause 14 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.
- 3.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs. _____/- per annum to be increased every three years by ___% (_____ percent) of the amount then payable.
- 3.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Purchaser.
- 3.8 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.
- 4 All payments mentioned in this Deed 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 in the ground floor 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
- 5 The amount mentioned in clause 3.5 above 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.
- 6 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.
- 7 In the event of the Purchaser 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 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.

8. The Purchaser 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 Purchaser 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 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, 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.

VIBGATOR PROJECTS PRIVATE LIMITED


Director / Authorized Signatory