

INDENTURE OF CONVEYANCE

THIS INDENTURE made this day of , Two Thousand
Twenty _____ (202__)

BY AND BETWEEN

(1) **MR. JAI SHANKAR ROY ALIAS JAY SHANKAR ROY**, son of the Late
Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy
having

DJKA DEVELOPERS PVT. LTD.

M. K. H. H. H. H.

Director

PAN ADHPR2898D, AADHAAR NO.2768 1421 2245 and **Mobile No.98307 72797**, by faith - Hindu, by Nationality-Indian, by occupation-Lawyer, residing at P-135, Block A, 1st Floor, Lake Town, Post Office-Lake Town and Police Station-Lake Town, Kolkata-700 089, District-North 24 Parganas, in the State of West Bengal, (2) **MR. KAILASH PRASAD ROY** having **PAN DANPR8851L, AADHAAR NO.8357 6924 4203** and **Mobile No.80046 62845**, son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, by faith-Hindu, by nationality-Indian, by occupation-Farmer, residing at Deoria, Post Office Deoria, Police Station-Zamania, District-Gazipur, in the State of Uttar Pradesh, PIN-232 340, No.s(1) & (2) are represented by their appointed, constituted, nominated and lawful attorney **DJKA DEVELOPERS PRIVATE LIMITED** having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors, **MR. PARASMAL BACHHAWAT** having **DIN 01863981, PAN-AIEPB8934A, AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P-873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide General Power of Attorney dated the 14th day of May, 2024 and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 395941 to 395959, Being No.190406903 for the year 2024 **AND (3) DJKA DEVELOPERS PRIVATE LIMITED** having **CIN U45100WB2018PTC226017** and **PAN AAGCD6835K**, a company incorporated under the Companies Act, 1956 having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24Parganas, Kolkata-700 089, represented by one of its Directors **MR. PARASMAL BACHHAWAT** having **DIN 01863981, PAN-AIEPB8934A, AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P-873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide Board Resolution dated the ____ day of ____, 202__, hereinafter collectively referred to as the **"OWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, so far as the individuals are concerned - their respective heirs, executors, administrators, legal representatives and assigns and so far as the companies are concerned -their respective successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART:**

AND

DJKA DEVELOPERS PRIVATE LIMITED having **CIN U45100WB2018PTC226017** and **PAN AAGCD6835K**, a company incorporated under the Companies Act, 1956, and having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town, District-North 24 Parganas, Kolkata-700 089, represented by one of its Directors **MR. PARASMAL BACHHAWAT**, having **DIN 01863981**, **PAN-AIEPB8934A**, **AADHAAR NO.7085 8045 6259** and **Mobile No.81000 11122**, son of the Late Bhawerlal Bachhawat, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at P 873, Block A, Post Office and Police Station-Lake Town, Kolkata, West Bengal, Pin-700 089, vide Board Resolution dated the ____ day of ____, 202__, hereinafter called as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART:**

AND

(If the Purchaser is a company)

____ having **CIN-**____ and **PAN**____, a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be), having its Registered Office at _____, Post Office-____, Police Station-____, District-____, Kolkata-700 _____, represented by its authorized signatory, _____ having **PAN**____, **AADHAAR NO.** _____ and **Mobile No.**____, son of _____, by Nationality-Indian, by Religion-____, by occupation-____, residing at _____, Post Office-____, Police Station-____, District-____, Kolkata-700 _____, duly authorized vide Board Resolution dated the ____ day of ____, 202__, 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, executors, administrators and permitted assignees) of the **THIRD PART:**

(OR)

(If the Purchaser is a Partnership)

____, a partnership firm registered under the Indian Partnership Act, 1932, having **PAN**____ and having its principal place of business at _____, represented by its partners, **(1)** _____, having **PAN**____, **AADHAAR No.** _____ and **Mobile No.**____, son of _____, by by Nationality-Indian, by Religion-

_____, occupation-_____, residing at _____, Post Office-_____, Police Station-_____, District-_____, Kolkata-700 _____, and (2) _____ having PAN_____, AADHAAR No. _____ and Mobile No._____, son of _____, by occupation-_____, by Nationality-Indian, by Religion-_____, residing at _____, Post Office-_____, Police Station-_____, Kolkata-700 _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

(OR)

(If the Purchaser is an Individual)

Mr. _____ having PAN_____, AADHAAR No. _____ and Mobile No._____, son / daughter of _____, by Nationality-Indian, by Religion-_____, occupation-_____, residing at _____, Post Office-_____, Police Station-_____, District-_____, Kolkata-700 _____, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

(OR)

(If the Purchaser is a HUF)

Mr. _____ having PAN_____, AADHAAR No. _____ and Mobile No._____, son of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF having PAN_____ and its place of business at _____, by Nationality-Indian, by Religion-_____, occupation-_____, residing at _____, Post Office-_____, Police Station-_____, District-_____, Kolkata-700 _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs executors administrators legal representatives successors-in-interest and assigns, as well as the members of the said HUF, their heirs executors administrators legal representatives and assigns) of the **THIRD PART:**

The Owners/Vendors, the Developer and the Purchaser (s) shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

W H E R E A S:

A. The Owners/Vendors herein became the absolute owners in respect of All That the undivided piece and parcel of land and building more fully mentioned and described in the Part-I and the Part-II of the **First Schedule hereunder** written, which they have acquired or purchased in the manner following:

(i) Property in respect of P-135, Lake Town: -

1. By a Deed of Conveyance dated the 5th day of February, 1955 made between one Co-operative Homes Limited therein referred to as the Vendor Society of the One Part and one Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No.I, Volume No.22, Pages 173 to 178, Being No.1109 for the year 1955, the Vendor Society at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, lying situate at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, the then Police Station-Dum Dum, in the then District-24Parganas, more fully mentioned and described in the Schedule thereunder written (hereinafter referred to as **the said land in Plot No.135**).

2. Subsequent thereto, the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy got his name mutated in the records of South Dum Dum Municipality and after Assessment the said land in Plot No.135 was assessed as Holding No.297, Lake Town.

3. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy thereafter caused a Building Construction Plan sanctioned by the said South Dum Dum Municipality for construction of a 3 (Three) storied building on the said land in Plot No.135.

4. Pursuant to afore-recited building construction Plan, the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy constructed and erected a 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft. [on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first

floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,] be the same a little more or less upon the said land in Plot No.135 (hereinafter referred to as **the said building in Plot No.135**).

5. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy from time to time inducted 11 (Eleven) different tenants in the said building in Plot No.135 at or for monthly rentals payable according to English Calendar month.

6. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, a male Hindu, died intestate on the 15th day of August, 1996 leaving him surviving his two sons, the Owner/Vendors herein, namely Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy and three daughters, namely, Premlata Rai, Saroj Rai and Savitri Devi, as his heirs, heiresses and legal representatives, his wife namely, Namna Roy having predeceased him on the 3rd day of July, 1978.

7. The afore-recited Holding No.297, Lake Town was subsequently renumbered as Holding No.468, Lake Town, Block- "A" under Ward No.30 within the ambit of the said South Dum Dum Municipality.

8. Thus the Owner/Vendor Nos.(1) & (2) herein and the said Premlata Rai, Saroj Rai and Savitri Devi became jointly seised and possessed of All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., [on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,] be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, (hereinafter the said land and the said building in the said Plot No.135 are collectively referred to as **the said property in Plot No.135**), each having undivided 1/5th part or share thereof.

9. By a Deed of Gift dated the 2nd day of May, 2024 made between the said Premlata Rai therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to

as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347796 to 347815, Being No.190406190 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

10. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Savitri Devi therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347816 to 347835, Being No.190406191 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

11. By another Deed of Gift dated the 2nd day of May, 2024 made between the said Saroj Rai therein referred to as the Donor of the One Part and the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347836 to 347855, Being No.190406192 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided $1/5^{\text{th}}$ part or share in the said property in Plot No.135 representing the piece and parcel

of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

12. Thus the Owner/Vendor Nos.(1) & (2) herein, namely, the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, became the joint owners in respect of All That the said property in Plot No.135, more fully and particularly described in the **Lot-A** of the **First Schedule** hereunder written (hereinafter referred to as **the said Lot-A**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

13. Subsequent thereto the Owner/Vendor Nos.(1) & (2) herein, got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-A.

14. By a Development Agreement dated the 14th day of May, 2024 made between the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the Owners of the One Part and the Developer herein, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 394904 to 394955, Being No.190406881 for the year 2024, the Owner Nos.(1) & (2) herein had jointly appointed the Developer herein as developer to construct erect and commercially exploit **All That** the said Lot-A, on the terms and conditions therein covenanted.

(ii) Property in respect of P-136, Lake Town: -

1. By a Deed of Conveyance dated the 28th day of November, 1960 made between The Governor of West Bengal therein referred to as the Vendor of the One Part and Kanchan Prova Biswas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar at Cossipore Dumdum and recorded in Book No.I, Volume No.117, Pages 272 to 276, Being No.8850 for the year 1960, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block -"A", Lake

Town within the ambit of South Dum Dum Municipality, in the then District- 24Parganas, Kolkata-700 089, more fully and particularly described in the Schedule thereunder written (hereinafter referred to as **the said land in Plot No.136**).

2. The said Kanchan Prova Biswas was merely a benamdar of her father, namely, Dharendra Lal Chaudhuri, and by virtue of a Deed of Relinquishment dated 15th day of November, 1973 duly registered at the office of the Sub-Registrar at Cossipore Dumdum in Book No.1, Volume No.144, Pages 103 to 104, Being No.7665 for the year 1973, the said Kanchan Prova Biswas released, relinquished and discharged forever her ostensible right, title and interest in over and upon the said land in Plot No.136 containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, more fully and particularly described in the Schedule thereunder written, unto and in favour of her father, namely, the said Dharendra Lal Chaudhuri, freely absolutely and forever.

3. Subsequently, the said Dharendra Lal Chaudhuri mutated his name in the records of South Dumdum Municipality in respect of the said land in Plot No.136 and which was assessed and numbered as being Municipal Holding No.907, Lake Town.

4. By a Bengali Danpatra (Deed of Gift) dated the 3rd day of August, 1981 made between the said Dharendra Lal Chaudhuri therein referred to as the Donor of the One Part and one Mridul Kanti Chaudhuri therein referred to as the Donee of the Other Part and registered with the office of the Additional District Registrar at Barasat and recorded in Book No.I, Volume No.36, Pages 178 to 180, Being No.2405 for the year 1981, the Donor therein in consideration of his natural love and affection towards his son, namely the Donee therein, made a free and absolute gift in respect of All That the said land in Plot No.136, more fully and particularly described in the Schedule thereunder written, freely absolutely and forever.

5. Thereafter the said Mridul Kanti Chaudhuri mutated his name in the records of South Dumdum Municipality in respect of the said land in Plot No.136 and the same was renumbered as Municipal holding No.1718, Lake Town.

6. The said Mridul Kanti Chaudhuri had got a plan duly sanctioned by the South Dum Dum Municipality having building plan being No.981 dated 3rd April, 1982 which was revised having building plan No.185 dated 16th July, 2002, for construction of a building upon the said land in Plot No.136.

7. In pursuance of and in terms of the afore-recited building plan, the said Mridul Kanti Chaudhuri constructed a three storied building upon the said land in Plot No.136 in a phase manner (hereinafter the said land in Plot No.136 and the building standing thereat are collectively referred to as **the said property in Plot No.136**).

8. By a Deed of Conveyance dated the 3rd day of May, 2024 made between the said Mridul Kanti Chaudhuri, therein referred to as the Vendor of the One Part and the Owner/Vendor No.3 herein and one High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar, and recorded in Book No.1, Volume No.1504-2024, Pages 47103 to 47125, Being No.150401143 for the year 2024, the Vendor therein at and for the consideration therein mentioned which amount was paid in 70:30 proportions by the said DJKA Developers Private Limited and the said High Value Finance Private Limited alias Highvalue Finance Private Limited, respectively, as mentioned therein as also in the Memo of Consideration part therein, granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the said property in Plot No.136, more fully and particularly described in the Schedule thereunder written as also more fully and particularly described in the **Lot-B** of the **First Schedule** hereunder written (hereinafter the said property in Plot No.136 is referred to as **the said Lot-B**) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

9. Subsequent thereto the Owner/Vendor No.(3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-B.

10. Thus, the Owner/Vendor No.(3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited became jointly seised and possessed of All that the said Lot-B in the following proportions:-

Owners	Proportions	Land Area	Covered Structure Area
DJKA Developers Private Limited	70%	2003.4 Sq.ft., equivalent to 2Co-12Ch-23.4Sq.ft.	3290.7 Sq.ft.
High Value Finance Private Limited alias Highvalue Finance Private	30%	858.6 Sq.ft., equivalent to 1Co-3Ch-3.6Sq.ft.	1410.3 Sq.ft.

Limited			
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free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

B. Thereafter, by a Deed of Exchange dated the 13th day of August, 2024 made between the Owner/Vendor Nos.(1) & (2) herein, therein jointly referred to as the First Parties and the Owner/Vendor No.(3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Second Parties and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 644818 to 644841, Being No.190411943 for the year 2024, the parties thereto exchanged with each other, their respective undivided 1% share in the said Lot-A and the said Lot-B properties and thus each parties thereto became a co-owner in respect of each of the said Lot-A and the said Lot-B properties.

C. Subsequent thereto the Owner/Vendor Nos.(1), (2) & (3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited caused amalgamation of the said Lot-A and the said Lot-B properties in the records of the South Dum Dum Municipality into a single Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089 (hereinafter referred to as **the said amalgamated property**).

D. Thereafter the Owner/Vendor Nos.(1), (2) & (3) herein and the said High Value Finance Private Limited alias Highvalue Finance Private Limited caused a plan to be sanctioned by South Dum Dum Municipality, being **Building Plan No.1368 dated the 29.10.2024**, for construction of a residential building comprising of basement, ground plus 9 (Nine) upper floors, independent building having self-contained independent flats and/or commercial units and covered/open parking spaces on the said amalgamated property (hereinafter referred to as the **said plan**).

E. By an Indenture dated the 4th day of March, 2025 made between the said High Value Finance Private Limited alias Highvalue Finance Private Limited therein referred to as the Vendor of the One Part and the Owner/Vendor No.(3) herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2025, Pages 122445 to 122474, Being No.190403089 for the year 2025, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein, namely Owner/Vendor No.(3) herein: -

i. **All That** the undivided 30% (Thirty percent) of land containing an area

of 858.6 Sq.ft., equivalent to 1 Cottah 3 Chittacks 3.6 Sq.ft., be the same a little more or less and together-with the undivided 30% (Thirty percent) of the covered area of the 3 (three) storied building admeasuring a covered area of 1410.3 Sq.ft., being the said Vendor's undivided 30% (Thirty percent) part or share in the said Lot-B, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block-"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written; and

- ii. **All That** the undivided 0.5% (zero point five percent) part or share in the said Lot-A admeasuring a land area of 16.5 Sq.ft., be the same a little more or less, together with undivided 0.5% (zero point five percent) part or share of the 3 (Three) storied building admeasuring a covered area of 29.75 Sq.ft., being the said Vendor's undivided 0.5 (zero point five percent) part or share in the said Lot-A, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, Police Station-Lake Town (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **Part-II** of the **Second Schedule** thereunder written;

-along-with all kinds of right and benefit of the Vendor, namely the said High Value Finance Private Limited alias Highvalue Finance Private Limited in respect of the said plan absolutely and forever.

E. The Owner/Vendor No.(3) herein, namely the said DJKA Developers Private Limited thereafter duly caused mutation of its name the records of the South Dum Dum Municipality with respect to All That the undivided property as purchased by it by the afore-recited Indenture dated the 4th day of March, 2025.

F. The Developer herein has negotiated with the tenants in the said Lot-A and after such negotiations 4 (Four) numbers of tenants have surrendered their respective tenancies in the said Lot-A unto and in favour of their respective Owners absolutely freely and forever and 7 (Seven) numbers of tenants have been temporarily accommodated and/or shifted elsewhere in the locality as an alternative accommodation by the Developer and such accommodated and/or shifted tenants would be given possession on the ____ floor of the new building from the Developer's Allocation to be constructed by the Developer in the said Property.

G. The Developer has registered the said Property under the provisions of **RERA** with the Authority concerned under **Registration No.** _____ **dated the** _____ **day of** _____, 2025.

H. The Purchaser vide an Application dated _____ had applied for allotment of an apartment of an Unit in **RB 135** and has been allotted a residential **Unit No.** _____ having a **Carpet Area** of _____ **Sq.ft.**, and **Exclusive Balcony/Verandah/Open Terrace Area**, if any, having area of _____ **Sq.ft.**, aggregating to **Net Area** of _____ **Sq.ft.**, **Type** _____, on the _____ **Floor** of the _____ Building/Tower in **RB 135** presently under construction ("**Unit**") along with _____ number of covered car parking space/garage bearing No(s). _____ in the _____ **Floor** of the Building (*Please insert the location of the covered parking/garage*), ("**Garage**") as permissible under the applicable law and pro-rata share in the Common Areas (*defined hereinafter*) (hereinafter the said Unit and the said Garage are collectively referred to as the "**Apartment**"), more particularly described in the **THIRD SCHEDULE** hereunder written, to be constructed and completed in accordance with the Specifications, Amenities and Facilities as mentioned in the **FOURTH SCHEDULE** hereunder written and with right to use and enjoy the Common Areas in the Project as described in the **FIFTH SCHEDULE** hereunder by paying the Common Expenses in the Project as described in the **SIXTH SCHEDULE** hereunder and by observing the Common Rules as described in the **SEVENTH SCHEDULE** hereunder.

I. By an Agreement for Sale dated the _____ day of _____, 2025 made between the Vendors herein therein referred to as the Owners of the First Part, the Developer herein therein referred to as the Developer of the Second Part and the Purchaser herein therein referred to as the Allottee of the Third Part, and registered with the office of the _____, in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year 202____ (hereinafter referred to as the said **Agreement for Sale**), the Owners and the Developer at and for the consideration mentioned therein have agreed to sell and the Allottee therein has agreed to purchase All that the said Apartment, more fully and particularly described in the Third Schedule thereunder written, on the terms and conditions recorded therein.

J. In pursuance of the said plan, the Developer has at its own costs and expenses duly constructed, erected and completed the said Project known as **RB 135** comprising several independent Apartments and covered/open car parking spaces thereat.

K. The Developer has since obtained the Completion/Occupancy Certificate dated the _____ day of _____, 202____ issued by the South Dum Dum Municipality in Completion/Occupancy Case No. _____ in connection with the Building Plan having sanction vide B.P. No. _____ dated the _____ day of _____, 202____.

L. The Vendors and the Developer hereto have mutually identified their respective allocations in the said Project and the said Apartment comes under the allotment of the Owners/Promoter (***delete as applicable***).

M. The Developer has issued Possession Notice dated the ____ day of _____, 202__ to the Purchaser herein, and the Purchaser (being in possession of the said Apartment) in compliance with the provisions of the said Agreement for Sale, paid all amounts due with respect to the said Apartment in accordance with the terms thereof, the Vendors and the Developer have now agreed to execute this Indenture of Conveyance in favour of the Purchaser subject to the terms, conditions and covenants as set-forth herein.

N. Prior to the execution of this Indenture, the Purchaser has also inspected, investigated and satisfied himself as to the following: -

- a) the title of the Vendors to the said property;
- b) the construction and completion of the said Apartment and the common areas agreed to be purchased;
- c) the right of the Vendors and the Developer to sell/transfer the said Apartment;
- d) the said Plan as revised and regularized and the Completion/Occupancy Certificate;
- e) all the documents as recited herein above;
- f) the carpet area, EBVT area, built up area and net area of the said Apartment;
- g) the area, type and location of the car parking space;
- h) the area, type and location of balcony and terrace (if any);
- i) the Common Facilities and Amenities of the Building and the said Project;
- j) the Common Areas of the said Project;
- k) the quality, brands, workmanship, specifications and materials used in the construction of the said Apartment and the Building;

- l) the structural stability of the Building;
- m) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations subject to which this Deed is being executed with regard the said Apartment and properties appurtenant thereto;

and the Purchaser has further agreed represented and undertook not to raise any objection demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or whosoever.

O. The terms and conditions rights and obligations contained in the said Agreement for Sale would apply to this Indenture as far as possible or applicable or practicable.

NOW THIS INDENTURE WITNESSETH as follows:-

I. DEFINITION:

Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ACT - means The Real Estate (Regulation and Development) Act, 2016 (Central Act XVI of 2016) as amended and/or substituted.

ADVOCATES - shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata - 700 001 appointed by the Developer herein, inter alia, for preparation of this agreement and the Deed of Conveyance for transfer of the apartments in the Project.

ALLOTTEE(S) - according to the context shall mean all the prospective or actual Allottee(s)/Purchaser(s) who would agree to acquire any Unit in the Building.

APARTMENT(S) - shall mean self-contained Apartment(s) and Exclusive Balcony/Verandah/Open Terrace Area, if any, and car parking spaces and/or other space(s) in the Building capable of being held independent of each other.

ARCHITECTS - shall mean such person or persons who may be appointed by the Developer as the Architect for the Building.

ASSOCIATION OF THE APARTMENT OWNERS - shall mean an Association of Owners/Purchasers in the Project to be formed by the

Developer under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

BUILDING - shall mean the residential building constructed on the said Property or on the part thereof according to the plan sanctioned by the South Dum Dum Municipality or any other sanctioning authority.

BUILT UP AREA - shall mean carpet area plus: (1) 100% area of the external walls which are not shared, (2) 100% area of the balcony area or verandah, if any, (3) 50% area of the external walls shared by the Apartment and the adjacent apartment, (4) 50% area of the walls shared by the Apartment and the common facilities like- lift, lobbies, stairs, corridors, and so on.

CARPET AREA - shall according to its context mean the net usable floor area of the Apartment excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Apartment.

CAR PARKING SPACE - shall mean the spaces in the portions of the Basement/Ground (~~delete as required~~) Floor level of the Project whether covered or mechanical parking spaces expressed or intended to be reserved for parking of motor vehicles/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, lifts, roof of the building(s), overhead water tank, water pump and motor, driveways, common lavatories, Generator, Fire Fighting systems, and other facilities in the Building, more fully and particularly mentioned in the **FIFTH SCHEDULE** herein written for establishment, location, enjoyment, provisions, maintenance and/or management of the Building as decided by Developer after sanction of plan.

It is made clear that the Common Areas, Facilities and Amenities in the Project are for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as has been decided by the Developer. It is further made clear that the specified internal and external passages, passage-ways, garages, car parking spaces, driveways, pump house, water pump and motor, common lavatories, Generator, Fire Fighting systems, and other facilities in the Project to be specified separately would be for common use of all the occupiers/purchasers or flat owners of entire Project.

COMMON EXPENSES - shall mean and include as mentioned in the **SIXTH SCHEDULE** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities

and for rendition of common services in common to the Purchasers and to be contributed, borne, paid and shared by all the occupiers/purchasers of the Project.

It is made clear that the expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities between all occupiers/purchasers of entire Project. Provided however the charges payable on account of Generator, Electricity etc., consumed by or within any Apartment shall be separately paid or reimbursed to the Maintenance-in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the occupiers/purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the occupiers/purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

CO-OWNERS – according to the context shall mean all the buyers and/or purchasers and the joint holder(s), who for the time being have either completed the purchase of any Apartment/Unit or have agreed to purchase any Apartment/Unit and have taken possession of such Apartment/Unit and for all unsold Units, possession whereof not having been parted with by the Developer.

DATE OF COMMENCEMENT OF LIABILITY – shall mean the date on which the Purchaser(s) shall take actual physical possession of his/her Apartment after fulfilling all obligations or the date next after expiry of the Completion Notice, irrespective of whether the Purchaser(s) take(s) actual physical possession of the Apartment or not, whichever is earlier.

EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA or EBVT AREA – shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Apartment/Unit, meant for the exclusive use of the Purchaser(s) or the occupiers.

NET AREA – shall mean sum of the carpet area of the Apartment/Unit and EBVT area.

PLAN – shall mean the plan sanctioned by the South Dum Dum Municipality being Building No.1368 dated the 29.10.2024 for construction of Building comprising of basement, ground plus 9 (Nine) upper floors

independent Building having self-contained independent units and covered/open parking spaces on the part of the said Property and wherever the context so permits or intends shall include a further provision of additional floor(s) subject to approval of the competent authority as per the applicable statute and any modifications and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

PROFESSIONAL TEAM – shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals engaged and/or contracted from time to time.

PROJECT – shall mean the development of the said Property by construction of the Building consisting of residential apartments with open areas and the car parking spaces whether open or covered within the complex and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Developer on the said Property or on the part thereof and to be known as **RB 135** in terms of this Agreement and the Plan(s) together with all easement rights and appurtenances belonging thereto.

RULES – shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under The Real Estate (Regulation and Development) Act, 2016.

REGULATION – shall mean the regulations made under the Real Estate (Regulation and Development) Act, 2016.

SAID SHARE – shall mean proportionate undivided, indivisible, impartiable, variable share in the land comprised underneath the Building(s) in the said land attributable to the said Apartment agreed to be purchased hereunder by the Allottees.

SAID APARTMENT – shall mean **ALL THAT** the residential **Unit No.** _____, containing **Carpet Area** of ____ **Sq.ft.**, approximately together with an **Exclusive Private Balcony Area** of ____ **Sq.ft.**, (total super built up area of ____ **Sq.ft.**, approx.), be the same a little more or less, on the ____ **Floor** of the **Building RB 135** forming part of the Project constructed and completed in accordance to the Specifications as mentioned in the **FOURTH SCHEDULE** hereto and Together with ____ number of **Covered Car Parking** each admeasuring (____) **Sq.ft.**, in the ____ **Floor** of the **Building** (hereinafter the said Unit and the said Garage are collectively referred to as **the said Apartment**) more fully and particularly mentioned and described in the **THIRD SCHEDULE** herein and delineated on the Floor Plan being **Annexure-A** hereto and bordered in colour **RED** thereon written, **out of the**

Developer's Allocation, and Together With the said share, more fully and particularly mentioned and described in the **FIRST SCHEDULE** herein written and Together with right to enjoy the Common Areas, Facilities and Amenities, more fully and particularly mentioned and described in the **FIFTH SCHEDULE** herein written along with the right to enjoy the same in common to the other allottee(s) of the Building and the Project by paying for the common expenses as more fully and particularly mentioned and described in the **SIXTH SCHEDULE** herein and also by observing and performing the common rules and obligations as more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** herein.

SAID PROPERTY - shall mean **ALL THAT** the land properties hereditaments and premises containing a total area about 8 (Eight) Cottahs 8 (Eight) Chittacks and 42 (Forty-Two) Sq.Ft., be the same a little more or less, together with structures stood thereat of a total covered area of 10,651 (Ten Thousand Six Hundred and Fifty-One) Sq.ft., situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, more fully and particularly described in the **SECOND SCHEDULE** herein.

SERVICE INSTALLATIONS - shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials, tanks and soak ways and any other apparatus for the supply of water, electricity, telephone or television signals or for the disposal of foul or surface water.

SPECIFICATION - shall mean the specification for the Apartment as mentioned in the **FOURTH SCHEDULE** herein written subject to the alterations or modifications as may be suggested or approved by the Architect.

SUPER BUILT-UP AREA - of the Apartment means, the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common to other Apartment of the Building and area of cupboards, plumbing shafts, windows, projections, pergolas, and other elevation features, lofts and balconies with the Apartments plus proportionate share of area utilized for Common Areas and Facilities like podium etc., in the Building and the Project, overhead and underground water tanks, garden area, guard room, mumty room, pump room, electric substation, lifts at all levels etc., in the Building and the Project.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

II. INTERPRETATION:

- 2.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- 2.1.2 Words in singular shall include the plural and vice versa;
- 2.1.3 Reference to a gender includes a reference to all other genders;
- 2.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 2.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed;
- 2.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Deed;
- 2.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.
- 2.2.8 In the event of any inconsistency between what has been stated in the Allotment Letter and/or Agreement for Sale and the clauses of this Deed, then in respect to such inconsistency and/or contradiction, the provisions of this Deed shall prevail.

III. In pursuance of the said agreement and in consideration of the aforesaid sum of **Rs. _____/- (Rupees _____ only)** and the GST amount is **Rs. _____/- (Rupees _____ only)** aggregating to **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer (the receipt whereof the Developer doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said Apartment and properties appurtenant thereto) the Vendors do and each of them doth hereby grant, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Purchaser **ALL THAT** the residential **Unit No. _____**, containing **Carpet Area** of **_____ Sq.ft.**, approximately together with an **Exclusive Private Balcony Area** of **_____ Sq.ft.**, (total super built up area of **_____ Sq.ft.**, approx.), be the same a little more or less, on the **_____ Floor** of the Building named and known as **RB 135** forming part of the Project constructed and completed in

accordance to the Specifications as mentioned in the **FOURTH SCHEDULE** hereto **AND TOGETHER WITH** _____ number of **Covered/open Car Parking** each admeasuring _____ (____) **Sq.ft.**, in the _____ **Floor** of the Building (hereinafter the said Unit and the said Garage are collectively referred to as **the said Apartment**) more fully and particularly mentioned and described in the **THIRD SCHEDULE** herein and delineated on the Floor Plan being **Annexure-A** hereto and bordered in colour **RED** thereon written, **out of the Developer's Allocation**, and **Together With** the said share, more fully and particularly mentioned and described in the **FIRST SCHEDULE** herein written and Together with right to enjoy the **Common Areas, Facilities and Amenities**, more fully and particularly mentioned and described in the **FIFTH SCHEDULE** herein written along with the right to enjoy the same in common to the other purchasers(s) of the Building and the Project **HOWEVER SUBJECT TO** paying for the common expenses as more fully and particularly mentioned and described in the **SIXTH SCHEDULE** herein to the Developer/Maintenance in Charge/Facility Management Agency appointed by the Developer/Association of the Apartment Owners, as the case may be, and also by observing and performing the common rules and obligations as more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** herein, absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts, whatsoever or howsoever And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby granted, sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever and further subject to the observance, performance and compliance by the Purchaser of the terms, conditions, covenants, stipulations, restrictions and obligations recorded in the said Agreement for Sale as also hereby and hereunder stipulated and written and on the part of the Purchaser to be observed fulfilled and performed.

IV. AND THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

a) Notwithstanding any act deed matter or thing whatsoever by the Vendors/Developer done or executed or knowingly suffered to the contrary the Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors/Developer now have good right full power and absolute authority to

grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendors/Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors/Developer.

d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors/Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendors/Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors/Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) The Vendors/Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendors/Developer do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force they shall from

time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require, the title deeds in connection with the Said Property and also shall at the request and costs of the Purchaser deliver to the Purchaser such attested or other true copies of or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe, un-obliterated and un-cancelled. Such obligation on the part of the Vendors and the Developer shall continue only upto the formation of the Association of the Apartment Owners and/or any other similar entity under any applicable statute.

V. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER as follows:-

- a. the Purchaser has read and understood the terms and conditions of this Indenture and has/have accepted the terms and conditions thereof and further the Purchaser doth hereby covenant with the Vendors/Developer to be always bound by the same and shall not violate the same in any manner whatsoever;
- b. to co-operate with the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners (after formation) in the management and maintenance of the Building/said Project and other Common Purposes and formation of the Association of the Apartment Owners.
- c. to strictly follow and adhere, to all rules and regulations including, but not limited to, the rules, regulations and restrictions more fully described in the **SENENTH SCHEDULE** hereunder written and/or the terms and conditions as may be decided by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners with regard to the usage and timings fixed, in respect of the common areas, common facilities and amenities provided in the Project and to pay for maintenance of such areas, facilities, amenities and electricity charges, as may be fixed or determined by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners from time to time.

VI. AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

a) From the date of Completion/Occupancy Certificate/Possession Date/Deemed Possession whichever is decided by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners, the Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings to the Developer and/or the Facility Management Agency appointed by the Promoter or the Association of the Apartment Owners, as the case may be:-

I) Property rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to South Dum Dum Municipality Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners proportionate share of all such rates and taxes assessed on the Building.

II) All other taxes including Goods and Service Tax, impositions, levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser or Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners, the same shall be paid by the Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners (so long the separate and individual electric meter not taken by the Purchaser) based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Developer and/or the Facility Management Agency appointed by the Promoter or the Association of the Apartment Owners shall be liable to pay the same to Calcutta Electric Supply Corporation (CESC) or any other authority.

IV) The recurring charges towards running and operation of the Generator to be calculated in the manner following: -

i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;

ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Association of the Apartment Owners on account of major repairs, replacement etc., of such generator.

iv) Government duty at applicable rates on alternate generation of power.

V) The proportionate share of all Common Expenses (including those mentioned in the **SIXTH SCHEDULE** hereunder written) payable to the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of the Apartment Owners at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

VI) 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 (including Delayed Payment Surcharge as charged by CESC, from its consumers for the delay in payment of its bills).

b) The Purchaser shall observe the covenants as be deemed reasonable by the Developer and/or the facility management agency appointed by the Developer or the Association of the Apartment Owners from time to time for the common purposes.

c) For the purpose of these presents any act, default or omission of the servants, family members, guests, visitors, tenants, occupiers and invitees etc. of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.

d) The proportionate share of the Purchaser in various matters referred to herein shall be such as be determined by the Developer and/or the facility

management agency appointed by the Developer or the Association of the Apartment Owners and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

e) Save the said Apartment the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments or parts in the Project.

f) The Purchaser shall keep the Vendors/Developer indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendors/Developer and/or the Association of the Apartment Owners (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser or the servants/agents/licensees/invitees/visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

g) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the 7th (Seventh) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (Seven) days of demand being made by the Developer/Facility Management Agency or the Association of the Apartment Owners. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in the event the same is left in the said Apartment or in the letter box earmarked for the said Apartment or any other place earmarked for the purposes thereof in the Building.

h) 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 amount payable by the Purchaser under these presents within a period of 7 (Seven) days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Developer/Facility Management Agency/ Association of the Apartment Owners interest at the rate of 12% (Twelve percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Developer/Facility Management Agency/ Association of the Apartment Owners shall be entitled to:

- (i) disconnect the supply of electricity to the said Apartment;

(ii) withhold and stop all other utilities and facilities (including lift, generator, etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licenses and/or the said Apartment; and

(iii) to demand and directly realise rent and/or other amounts becoming payable to the Purchaser by any tenant(s) or licensee(s) or other occupant(s) in respect of the said Apartment.

i) Until the formation of Association of the Apartment Owners, the Vendors/Developer/Facility Management Agency appointed by the Developer shall maintain the Building/Project and look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Vendors/Developer/Facility Management Agency appointed by the Developer, the maintenance charges and other amounts payable by the Purchaser.

j) The Purchaser shall observe the covenants as be deemed reasonable by the Vendors/Developer or the Association of the Apartment Owners from time to time for the common purposes.

k) The undivided share in the land comprised in the said Project and in the Building hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

l) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Vendors and the Developer as per the arrangement between them shall be exclusively entitled to all future horizontal and/or vertical exploitation of the said Property lawfully and to do all acts, deeds and things and make all alterations and connections as be deemed expedient to make such areas and constructions tenable and to use enjoy and hold and/or sell and transfer the same to any person on such terms and conditions as the Vendors and the Developer in their absolute discretion may think fit and proper and in such event the Purchaser's share in the common areas shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute nor raise any claim refund or demand for reduction of the consideration and other amounts payable by the Purchaser hereunder on account thereof.

m) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Developer shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and also to install and/or permit any person to install towers, v-sat or any other similar installation on the roof of the building or any part thereof without any objection and/or hindrance from the Purchaser and the Purchaser hereby consents to the same.

n) The Purchaser admits and acknowledges the fact that certain apartments/units may have the exclusive open terrace attached to their respective apartments /units and shall have exclusive right of user of the same independent of all others and the Purchasers shall have nor shall claim any right, title or interest whatsoever over and in respect of the same in any manner whatsoever or howsoever.

o) The Purchaser shall be bound and obliged to comply with the provisions of The Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and also the provision of West Bengal Apartment Ownership Act, 1972. The Purchaser and other Purchasers shall keep the Developer and the Vendors fully indemnified with regard to the aforesaid provisions.

p) Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by register post with the acknowledgement due at the address of the other party mentioned hereinabove or hereafter notify in writing and irrespective of any change of address or return of the cover sent by registered/speed post without the same being served, none of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

q) Save the said Apartment and the properties appurtenant thereto, the Purchaser shall have nor shall claim any right, title and interest whatsoever or howsoever over and in respect of any other apartments/units/constructed areas/parking spaces at the said Property or the said Project.

r) The Purchaser is aware and agrees and covenants that all the common areas including driveways, shall be used in common by all the Purchasers of the residential apartments of the project. The Purchaser has been made aware and has unconditionally agreed that the occupants of other Apartments of the Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Developer for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Developer for use of the occupants of other Apartments of the Project.

s) The Purchaser shall comply with and/or adhere to all the applicable laws and all the rules and guidelines and bye-laws etc. of the Association of the Apartment Owners formulated and/or to be formulated from time to time by the Association of the Apartment Owners.

t) Each Apartment in the Project shall represent one (1) share irrespective of the numbers of persons owning such Apartment and irrespective of the same person or persons owning more than one (1) Apartment in the project. Further in the event an Apartment is owned by more than one person then the person whose name first appears in the nomenclature of this Indenture as the Purchaser shall only be entitled to become of the member of such Association of the Apartment Owners.

VII. DEFECT LIABILITY:

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over of the possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

b) However, it is clarified that the Defect Liability of the Developer under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Developer to the Purchaser ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment/Building and if the annual maintenance contracts are not done/renewed by the Purchaser;

(ii) regular wear and tear of the Apartment/Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C (Twenty Degree Centigrade) and which do not amount to structural defects and bad workmanship or structural defect;

(iii) if there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(iv) if there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Developer will not

take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) if there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) if the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;

(vii) different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns, any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Developer shall get it rectified at its own cost;

(viii) if the materials and fittings and fixtures provided by the Developer is not being maintained by the Purchaser or his agents in the manner in which same is required to be maintained;

(ix) any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof;

(x) if the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

c) It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Apartment/Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Deed.

d) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained in Clause VII hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Lot-A

ALL THAT the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., (on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40, 41, 41 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156, Police Station-Lake Town (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, and butted and bounded in the manner following, that is to say:

ON THE NORTH	:	By property of Plot No.136, Lake Town;
ON THE SOUTH	:	By 60 feet wide VIP Jessore Link Road;
ON THE EAST	:	By property of Plot No.160, Block A Lake Town; and
ON THE WEST	:	By 40 feet wide South Dum Dum Market Road.

Lot-B

ALL THAT the piece and parcel of land containing an area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 27 (Twenty-Seven) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 4701 (Four Thousand Seven Hundred and One) Sq.ft., (on the ground floor 1414 (One Thousand Four Hundred Fourteen) Sq.ft., on the first floor 1715 (One Thousand Seven Hundred Fifteen) Sq.ft., and on the second floor 1572 (One Thousand Five Hundred Seventy-Two) Sq.ft.) be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the

said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, butted and bounded as follows:-

<u>ON THE NORTH</u>	:	By the property of Plot No.137;
<u>ON THE SOUTH</u>	:	By the property of Plot No.135;
<u>ON THE EAST</u>	:	Partly by Plot No.158 and partly by Plot No.159; and
<u>ON THE WEST</u>	:	By 40 feet wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Property)

ALL THAT the land properties hereditaments and premises containing a total area about 8 (Eight) Cottahs 8 (Eight) Chittacks and 42 (Forty-Two) Sq.Ft., be the same a little more or less, together with structures stood thereat of a total covered area of 10,651 (Ten Thousand Six Hundred and Fifty-One) Sq.ft., situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Apartment/Unit)

ALL THAT the Unit No.____ having Carpet Area of ____Sq.ft., and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of ____Sq.ft., aggregating to a Net area of ____ Sq.ft., Type ____, on the ____ Floor of the Building named and known as **RB 135** ("Unit") along with ____ number(s) of **garage/covered car parking space** bearing nos. ____ each admeasuring ____ (____) Sq.ft., in the ____ Floor of the Building (*Please insert the location of the garage/covered parking*), ("Garage") **TOGETHER WITH** the proportionate share in all common areas as permissible under law and delineated in the plan annexed hereto duly bordered by colour **RED** thereon, out of the Developer's Allocation.

THE FOURTHTH SCHEDULE ABOVE REFERRED TO:

(Specifications, Amenities, Facilities of the Apartment)

STRUCTURE	::	RCC Frame.
WALL FINISHES	::	Exterior: Weather Coat/Snocem finish.
INTERIOR	::	POP finish on walls & ceiling.

WINDOWS	::	Premium UPVC, Glass shutters and grills.
DOORS	::	Good quality flush doors with standard ironmongery fittings and 7 ft. height.
FLOORING	::	Premium quality vitrified tiles with grout.
LOBBY	::	Well decorated lobby.
KITCHEN	::	Granite Counter top with stainless sink. 2 ft. Ceramic tiles dado above the counter, anti skid ceramic tiles on floor.
LIFT	::	Automated premium quality lift.
TOILET	::	Anti skid tiles on floor, premium vitrified tiles up to door height.
SANITARY WARE:	::	Corrosion free PPR/UPVC or equivalent pipes and fittings of supreme or equivalent. All taps and fittings of Jaguar or equivalent, wash basin, shower.
ELECTRICAL	::	Concealed Copper wiring, MCB, and switches of Havells or equivalent, AC Point, Exhaust fan point, Geyser Point, Designer lighting in common areas, fancy façade lighting.

AMENITIES:-

1. Optimum open area.
2. Decorated Lobby.
3. Common Toilet on Ground Floor.
4. 24X7 Water supply.
5. CCTV Monitoring.
6. Round the clock Security.
7. Updated Fire Fighting Equipment.
8. Automated lifts.
9. Well ventilated rooms.
10. Jacuzzi.
11. Multilevel Parking.
12. Drinking Water.

13. Well lit façade.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Areas)

1. The land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the Building or in the Project nor part of any Apartment, for the common use of all Apartments or by all Apartment occupiers/purchasers necessary or convenient for the existence, maintenance or use of the Project as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere.
3. All structural floor assemblies including the underside of such assembly ceiling.
4. All exterior walls of the Building including the exterior limestone façade of the Building and the structural masonry walls.
5. All windows, window frames, casements and mullions.
6. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Apartments) and all other mechanical equipment spaces (except those which are contained in any Apartments which serve or benefit all occupiers/purchasers or other general common elements.
7. Staircase on all the floors lobbies corridors.
8. Staircase landings and lift landings on all floors.
9. Lift well.
10. Lift plant/car installation.
11. Lift room (Machine room less lifts are being provided in the Project).
12. Ultimate Roof.
13. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
14. Overhead water tank (domestic plus firefighting) underground water reservoir water pipes and other common plumbing installation.
15. Electrical wiring meters and fittings in the common areas.
16. Drainage and sewerage.
17. Fire Fighting system installation and allied equipment.
18. Passage pathways driveways and entrance.
19. Emergency common power back up (DG set).
20. All other facilities of the Building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Apartments or all Apartment Allottees.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Building or the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association of the Apartment Owners) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Building or the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Building or the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment/Unit) in the Building or the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Building or the Project and providing such additional lighting apparatus as the Association of the Apartment Owners may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual occupiers/purchasers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual occupiers/purchasers of the Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association of the Apartment Owners may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.
21. In such time to be fixed annually as shall be estimated by the Association of the Apartment Owners (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association of the Apartment Owners and shall only be applied in accordance with unanimous or majority decision of the members of the Association of the Apartment Owners and with the terms of this Schedule.
23. The Purchaser under the scope of these presents undertakes to reimburse and/or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and/or taken by the Purchaser herein in respect of his Apartment in the Project and such expenses incurred shall be reflected and/or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any occupier/purchaser makes a default in making such payment for consecutive 2 (Two) months in such a situation the Association of the Apartment Owners shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser herein over and above the monthly maintenance charges.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Common Rules)

Part I - Restrictions

A. The Purchaser shall not:

1. Partition the Apartment and/or the Car Parking Space.
2. Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.
3. Damage the Building or the common portions, amenities, facilities or any of the other Apartments or the Project by making any alterations or withdrawing any support or otherwise.
4. Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the common portions, save at the places earmarked therefore.
5. Place or cause to be placed any article in any of the common portions.
6. Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers/purchasers of the Project.
7. Use or allow the Apartment or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
8. Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the

same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Apartment in the Building where the Apartment of the Purchaser will be situate.

9. Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Apartment save at the places provided therefore, provided that the Purchaser may display a small and decent name-plate outside the main door of the Apartment.
10. Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Apartment or in any of the common portions which may be injurious or obnoxious to the other occupiers/purchasers or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the Allottee may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.
11. Hang from or attach to the beams or the rafters of any part of the Apartment or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.
12. Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Apartment occupiers/purchasers.
13. Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Developer or the Association of the Apartment Owners, as the case may be.
14. Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Apartment or in its windows.
15. Hang or put any clothes in or upon the windows, balconies or any other portion of the Apartment which is visible from the outside or to outsiders.
16. Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.
17. Install any air-conditioner, except in the approved places.
18. Affix or change the design or the place of the grills, the windows or the main door of the Apartment without prior approval of Developer or Association of the Apartment Owners or FMC, as the case may be.
19. Make any internal addition, alteration and/or modification in or about the Apartment save in accordance with the then existing statutory building regulations and prior permission therefore having been taken

- from the appropriate authorities as also from the Developer or the Association of the Apartment Owners or the FMC, as the case may be.
20. Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment excepting between 10:00 A.M to 06:00 P.M and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents/occupiers/purchasers of the Building in which the Apartment is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Apartment during the Board/University Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Developer or the Association of the Apartment Owners, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association of the Apartment Owners, as the case may be.
 21. Alter the outer elevation of the Building or the Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
 22. Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments or the Building.
 23. Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Project.
 24. Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Apartments or the Building or cause the premium for the insurance to be increased.
 25. Do or cause anything to be done in or around the Apartment or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof and/or to make any additions or alterations which are not permissible in law.
 26. Close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the colour scheme of the Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.
 27. Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Apartment.
 28. Use the Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the

purpose which may or is likely to cause nuisance or annoyance to co-occupiers/co-purchasers of the other portions of the Building to the occupiers/purchasers of the neighboring properties or for any illegal or immoral purpose.

29. Park car on the pathway or open spaces of the Building or the Project except the space allotted.
30. Obstruct other occupiers/purchasers in hanging clothes at the places designated for such purpose by the Developer or the Association of the Apartment Owners in the roof of the Building.
31. Commit breach or violate such building rules and regulations as may be made applicable by the Developer before the formation of the Association of the Apartment Owners and after the Association of the Apartment Owners is incorporated to comply with and/or adhere to the building rules and regulations of such Association of the Apartment Owners.
32. Object on any additional construction activities being carried out or to be carried out by the Developer.
33. Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association of the Apartment Owners might have selected.

B. The Purchaser shall:

1. Maintain the Project in general and the Building where the Apartment is situate for the purposes, with the intent and object for which the same is constructed.
2. Assist the Developer to form the Association of the Apartment Owners, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association of the Apartment Owners so formed.
3. Co-operate and assist in all manner with the Developer/ Association of the Apartment Owners, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Developer/ Association of the Apartment Owners, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer/ Association of the Apartment Owners, as the case may be, may suffer or incur due to any non-abidance, non-

observance, non-performance, default or negligence on the part of the Allottee.

4. Maintain, at their own costs, the Apartment in the same good condition, state and order in which the same is be delivered to him, normal wear and tear accepted.
5. Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi-storied Building in the State of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.
6. Pay regularly and punctually every month and month by month the common area maintenance charges at such rates as may be decided, determined and apportioned by the Developer to the Developer and upon the formation of the Association of the Apartment Owners to such Association of the Apartment Owners, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not included within the scope of this clause but in the opinion of the Developer and/or Association of the Apartment Owners are issues or subject matters of common interest, the Allottee undertakes not to oppose the decisions taken by the Developer and/or Association of the Apartment Owners, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Developer and/or upon the formation of the Association of the Apartment Owners shall be conclusive and final.
7. Pay the charges for electricity only relating to the Apartment and proportionately relating to the Building and Project common portions, utilities and facilities.
8. Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Apartment and after such installation, timely pay all charges and/or deposits to ensure that none of the other Apartment occupiers/purchasers or the Developer/ Association of the Apartment Owners, as the case may be, is hindered in any manner for any non or untimely payment.
9. Pay the proportionate rates, charges and fees of the South Dum Dum Municipality ("**Municipality**") till such time the Apartment is not mutated and separately assessed by the Municipality and thereafter timely pay all rates and taxes of the Municipality to ensure that none of the other Apartment Acquirers or the Developer/Association of the

Apartment Owners, as the case may be, is affected in any manner for any non or untimely payment.

10. Pay such further deposits as be required by the Developer/Association of the Apartment Owners, as the case may be, from time to time.
11. Maintain and be responsible for the structural stability of the Apartment and not to do any act, matter or thing which may affect the structural stability of the Building.
12. Use the Apartment, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
13. Sign such forms, give such authorities and render such co-operation as may be required by the Developer/ Association of the Apartment Owners, as the case may be.
14. Pay, wholly in respect of the Apartment and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Purchaser shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
15. Allow the Developer/ Association of the Apartment Owners, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Apartment.
16. Ensure that the Building or the Project is maintained in a decent manner.
17. Pay, and undertake to pay, such damages on demand as ascertained by the Developer/ Association of the Apartment Owners, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.
18. Pay and undertake to pay interest at the rate of 2% per month in the event the Purchaser fail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (Sixty) days from the date of demand, the Purchaser shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the Developer/

Association of the Apartment Owners, as the case may be, to discontinue any or all the facilities and utilities.

19. Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
20. Co-operate with the other occupiers/purchasers and the Developer or the Association of the Apartment Owners in the management and maintenance of the Building.
21. Allow the Developer to install Neon Sign on the ultimate roof or on the facade or terrace of the Building or a portion of the boundary wall and the Purchaser hereby consents and waives all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Developer shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

Part II - Miscellaneous Rules/Covenants

1. If any alteration in the Project is required by the Municipality or any other authority, then the Developer may do so without any prior intimation or consent from the Purchaser.
2. The right of the Purchaser will remain restricted to the Apartment and the Car Parking Space(s). All the unsold Apartments and the Car Parking Space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
3. The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the Allottee shall not make any claim thereto in any manner whatsoever.
4. In all matters relating to construction of the Building and/or Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect of Project shall be final and binding and the Purchaser shall not dispute the same or raise any objection thereto.
5. The common portions of the Project shall at all times be jointly enjoyed by all occupiers/purchasers within the Project.
6. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the common portions of the Building and/or the Project and also the Purchaser along with the other occupiers/purchasers of the Building shall use the common portions Building for the purposes for which they are created and the Purchaser along with the other occupiers/purchasers of the Project shall use the common portions of the Project for the purposes for which

they are created without hindering or encroaching upon the lawful rights of other occupiers of the Project.

7. The right of user of the Purchaser of the common portions of the Building and the Project along with the Car Parking Space(s) shall not be transferable except along with the Apartment hereby sold and shall be deemed to be transferred with the Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
8. All Prior approvals as may be required by the Purchaser for any specific purpose shall be in writing from the Developer or the Association of the Apartment Owners.

Part III – House Rules

1. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit in the Building.
2. No occupier in the Project shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers/purchasers. No occupiers/purchasers shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his Apartment with such intensity as will disturb or annoy other occupiers/purchasers of the Building.
3. No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of Association of the Apartment Owners such approval are to taken from the Association of the Apartment Owners.
4. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Association of the Apartment Owners, as the case may be.
5. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Apartment-owner in whose apartment it shall have been caused.
6. No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However, in case there is no service elevator then such pets can be allowed along with its owner.

7. Garbage and refuse of the Apartments shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/ Association of the Apartment Owners.
8. As from the date of possession the Purchaser is solely liable to make payment of the proportionate share of the amounts which may become payable to the Government of West Bengal and other local bodies in respect of the culvert which has been provided including making payment of the proportionate amount on account of repairs and maintenance of such culvert.
9. Only drills can be used to drive nails into the walls of the Apartment. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the Association of the Apartment Owners, as the case may be.
10. The entire Apartment has been provided with specific electrical loadings. So, care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the Apartment will trip down.
11. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
12. No unit/Apartment Purchaser shall send any employee of the Developer or Association of the Apartment Owners on any private business or personal errand.
13. Colour of external balcony shall not be changed since the same will then change the elevation of the Building.
14. No games or sporting activities are allowed which may cause damage to the landscaped areas or the Building.
15. The lobby should be kept clean at all times.
16. No tenant of an Apartment shall be allowed to occupy such Apartment unless the tenant is introduced to the designated representative of the Developer or the Association of the Apartment Owners so that he may be recognized as a bona fide occupant of the Apartment for security and billing purpose.
17. To register all domestic helps and drivers along with current photographs with the Developer or the Association of the Apartment Owners, as the case may be, and obtain identity cards that the Developer or the Association of the Apartment Owners, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association of the Apartment Owners, as the case may be, will provide them. In the interest of security, no domestic helps and drivers shall be allowed entrance into the Building till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Developer or the Association of the Apartment Owners, as the case may be so that records can be updated. The occupier/purchaser concerned shall be solely responsible and liable to make good any loss

that may be sustained by any person for non-compliance of the above guideline by such occupier.

18. While sending any goods or materials out of the Apartment or the Property by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier/purchaser concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
19. Pets shall be immunized and be kept on a leash while in the common areas of the Project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the Project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
20. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas of the Project. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
21. No bills shall be stuck anywhere on the Building or in any place within the Project.
22. No cooking will be allowed in the Common Areas and Parking Spaces by the Apartment occupiers/purchasers, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the Association of the Apartment Owners.
23. Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
24. Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
25. Car parking stickers should be obtained from the Association of the Apartment Owners (as and when created by Association) in order to allow the Association of the Apartment Owners or Developer to track authorised vehicles.
26. The Developer or Association of the Apartment Owners shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.

IN WITNESSES WHEREOF parties hereto have set and subscribed their respective hands and seals on the day first above written.

SIGNED SEALED AND DELIVERED by
the **OWNERS/VENDORS** at Kolkata in the
presence of:

1.

2.

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in the
presence of:

1.

2.

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

1.

2.

Drafted by:

(_____)

Advocate, High Court, Calcutta

Enrollment No.____/1997

C/o. **VICTOR MOSES & CO.**

(Solicitors, Advocates & Trademark Attorneys)

6, Old Post Office Street, Kolkata-700 001.

RECEIVED of and from the within named Purchaser(s) the within-mentioned sum of Rs._____/ - (Rupees _____ Only) being the full payment of the total Consideration of the Apartment as per Memo below:

MEMO OF CONSIDERATION

Cheque/Demand Draft/RTGS/UT R No.	DATE	BANK	BRANCH	AMOUNT (Rs.)

			TDS:	
			TOTAL:	

(RUPEES _____ ONLY).

WITNESSES:

1.

2.

DATED THIS DAY OF 2025
#####

BETWEEN

MR. JAI SHANKAR ROY ALIAS JAY
SHANKAR ROY & ORS.

..... **OWNERS/VENDORS**

- A N D -

DJKA DEVELOPERS PRIVATE LIMITED

..... **DEVELOPER**

- A N D -

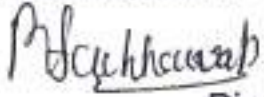
..... PURCHASER

INDENTURE OF CONVEYANCE

RB 135

(Apartment No.____)

DJKA DEVELOPERS PVT. LTD.



Director

**VICTOR MOSES & CO.
SOLICITORS & ADVOCATES,
6, OLD POST OFFICE STREET,
KOLKATA-700 001.**