

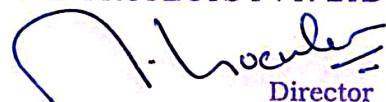
INDENTURE OF CONVEYANCE

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

BY AND BETWEEN

(1) MR. RABINDRA NATH BANIK, having PAN-ADJPB1748C, AADHAAR NO.2364 5311 2667 and Mobile No.98310 08592 AND (2) MR. RATHINDRA NATH BANIK, having PAN-ADJPB1749D, AADHAAR NO.5194 8387 4029 and Mobile No.98300 52981, both are- sons of the

RBD PROJECTS PVT. LTD.


Director

Gourango Chandra Banik, Indians by nationality, Hindus by religions, Businesses by occupations, and both are residing at 142, S.K. Deb Road, Post Office-Sreebhumi, Police Station-Lake Town, District-North 24 Parganas, Kolkata-700 048, in the State of West Bengal, hereinafter jointly 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

RBD PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having **CIN-U43299WB2023PTC263304** and **PAN-AAMCR8100M** and 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.** _____ having **DIN-**_____, **PAN-**_____, **AADHAR NO.** _____ and **Mobile No.**_____, son of _____, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at Premises No._____, Post Office-_____, Police Station-_____, Kolkata-700 _____, vide Board Resolution dated the ___ day of _____, 2025, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-interest and assigns) 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. As per the documents of title of the Vendors, the Vendors are jointly seised and possessed of and/or otherwise well and sufficiently entitled to All That the said property containing land area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, together-with the structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, subject to the tenants on the part of the ground floor of the said structure, situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **said Property**), free from all encumbrances, charges, liens, lis pendens, acquisition, requisitions, attachments, trusts of whatsoever in nature.

B. The origin of the title of the said Property is more fully and particularly described in the **NINTH SCHEDULE** hereunder written.

C. By an Agreement for Development dated the 15th day of January, 2025, made between the Vendors 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 office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2025, Pages 44727 to 44776, Being No.190400657 for the year 2025 (hereinafter referred to as **the said Development Agreement**), the Owners therein jointly appointed the Developer to construct erect and commercially exploit the said Property as more fully mentioned and described in the First Schedule thereunder as also hereunder written, on the terms and conditions mentioned therein.

D. Pursuant to the said Development Agreement, the Vendors herein also on the 15th day of January, 2025 executed a Power of Attorney in favour of the Developer, namely the said RBD Projects Private Limited and registered with the office of Additional Registrar of Assurances-IV, Kolkata, and recorded in Book No.I, Volume No.1904-2025, Pages 49447 to 49465, Being No.190400659 for the year 2025, conferring certain powers as therein contained.

E. Subsequent thereto the Developer has caused a plan to be sanctioned by the South Dum Dum Municipality being **Building Plan No.** _____ dated the ____ **day of** _____, **2025** for construction of building comprising of _____ plus ____ (____) storied independent building consisting of several self-contained independent commercial units and covered/open parking spaces on the said Property (hereinafter referred to as **the said plan**).

F. It was/is an arrangement between the Vendors and Developer and the tenants therein that the Developer will start construction on the vacant portion of the ground floor of the said Property and upon completion of such constructions on the ground floor the Developer shall intimate the Vendors and then the Vendors shall have the tenants shifted to such newly constructed portion temporarily and then constructions on the remaining areas of the said Property shall be caused by the Developer and the Vendors shall be entitled to re-induct the tenants in the Owners' Allocation on such terms and conditions as may be mutually decided by and between the Vendors and the tenants, once the multistoried Building and/or the Project is constructed.

G. The Developer thereafter started construction of the new building to be known as **JAYA RB SQUARE** after demolition of the old structures standing thereat and in terms of the said Plan.

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

I. By a Supplementary Agreement dated the ____ day of May, 2025 made between the Owners 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 office of Additional Registrar of Assurances-____, and recorded in Book No.____, Volume No._____, pages ____ to _____, Being No._____, for the year 2025 (hereinafter referred to as the said **Supplementary Agreement**) the parties hereto, amongst others, allocated their respective areas of Owners' Allocation and Developer's Allocation in terms of the said Supplementary Agreement.

J. The Purchaser vide an Application dated _____ had applied for allotment of an Unit in **JAYA RB SQUARE** and has been allotted a commercial **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 said Building ("**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**"), out of the Developer's Allocation, as permissible under the applicable law and pro-rata share in the Common Areas (*defined hereinafter*) (hereinafter the Unit and the Garage are collectively referred to as the "**Unit**"), more particularly described in the **SECOND SCHEDULE** hereunder written, constructed and completed in accordance with the Specifications as mentioned in the **THIRD SCHEDULE** hereunder written and with right to use and enjoy the Common Areas, Amenities and Facilities in the Project as described in the **FOUTH SCHEDULE** hereunder by paying the Common Expenses in the Project as described in the **FIFTH SCHEDULE** hereunder and by observing the Common Rules as described in the **SIXTH SCHEDULE** hereunder.

K. By an Agreement for Sale dated the ____ day of _____, 2025 made between the Owners/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 Unit, more fully and particularly described in the Second Schedule thereunder written, on the terms and conditions recorded therein.

L. In pursuance of the said plan, the Developer has at its own costs and expenses duly constructed, erected and completed the Project known as **RB JAYA SQUARE** comprising several Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Office Spaces and/or other Space(s) with open area and car parking spaces thereat.

M. 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__.

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

O. The Developer has issued Possession Notice dated the ____ day of _____, 202__ to the Purchaser herein, and the Purchaser (being in possession of the said Unit) in compliance with the provisions of the said Agreement for Sale, paid all amounts due with respect to the said Unit 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.

P. 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 Unit and the common areas agreed to be purchased;
- c) the right of the Vendors and the Developer to sell/transfer the said Unit;
- 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 Unit;
- g) the area, type and location of the car parking space (if any);
- h) the area, type and location of balcony and terrace (if any);
- i) the Common Facilities and Amenities of the Building and the Project;
- j) the Common Areas of the Project;
- k) the quality, brands, workmanship, specifications and materials used in the construction of the said Unit 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 Unit 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.

Q. The terms and conditions rights and obligations contained in the said Unit 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 Units 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.

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

ASSOCIATION OF UNIT OWNERS – shall mean the Association of all the Allottees/Unit Owners of the Project named, known and reckoned as **JAYA RB SQUARE**, registered under the West Bengal Societies Registration Act or any other Act applicable thereto as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

BUILDING – shall mean the complete commercial building in a single Block containing ground plus 11 (Eleven) upper storeys by availing maximum FAR constructed, erected and completed by the Developer in terms of this Agreement and the Plan at the said Property in the Project.

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 Unit and the adjacent unit, (4) 50% area of the walls shared by the Unit 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 an Unit 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 Unit.

CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor of the Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the Building excluding the signage for the Project and other spaces to be reserved by the Developer and the Owners, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Project, more fully and particularly mentioned in the **FOURTH SCHEDULE** heretofore written, which may be decided by the Developer and the Vendors at their discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as would be decided by Developer and the Vendors.

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 **FIFTH 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 the Project. Provided however the charges payable

on account of Generator, Electricity etc., consumed by or within any Unit 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 buildings in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Purchasers and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

CO-OWNERS – according to the context shall mean all the buyers and/or purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such 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 Unit(s) after fulfilling all obligations in terms as hereinafter contained or the date next after expiry of the Completion Notice, irrespective of whether the Purchaser(s) take(s) actual physical possession of the Unit 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 the Unit, meant for the exclusive use of the Purchaser(s) or the occupiers.

GROSS AREA – shall mean the built-up area plus the proportionate common area attributable thereto.

MAINTENANCE-IN-CHARGE – shall mean the Association of Unit Owners after it is formed or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Project by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MULTIPLEX – shall mean the 3 (Three) screen multiplex situated on the 6th, 7th and 8th floors of the Building to be named as Jaya Cinema.

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

PLAN - shall mean the sanctioned by South Dum Dum Municipality being Building Plan No. _____ dated ____ day of _____, 20____ or by the competent authority for construction of building comprising of ground plus 11 (Eleven) consisting of several Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Office Spaces and/or other Space(s) on 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 complete commercial Building in 1 (One) Block containing ground plus 11 (Eleven) consisting of several Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Office Spaces and/or other Space(s) with open area and 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 to be constructed, erected and completed by the Developer on the said Property, in terms of the Plan(s) together with all easement rights and appurtenances belonging thereto, to be named, known and reckoned as **JAYA RB SQUARE**.

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of any Unit(s) or space(s) may bear to the built-up area of all the Units in the Project and where it refers to the share of the Owners' in the Project, shall mean as per the Owners' Allocation of this agreement and where it refers to the share of the Developer in the Project, shall mean as per the Developer's Allocation of this agreement.

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

RULES – shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 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 Unit agreed to be purchased hereunder by the Purchasers.

SAID PROPERTY – shall mean **ALL THAT** the piece and parcel of land containing an area of the piece and parcel land containing an area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, together-with structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24Parganas, Kolkata-700 089, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

SAID UNIT – 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 in **JAYA RB SQUARE** (“**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**”), out of the Developer’s Allocation, on the said Property **TOGETHER WITH** the proportionate share in all common areas as permissible under law more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written

SALEABLE AREAS – shall mean self-contained units, shop(s)/ Showrooms/ space(s)/ multiplex or any other saleable areas comprised in the Project together with common areas, facilities and amenities capable of being held independent of each other.

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.

SIGNAGE SPACE – shall mean all signage and display spaces outside all the Units in the common areas of the Project, if any and the exterior of the Building to be constructed and the open areas of the Building as also the boundary walls of the Project.

SPECIFICATION – shall mean the specification for the Unit as mentioned in the **THIRD SCHEDULE** heretofore written subject to the alterations or modifications as may be suggested or approved by the Architect.

SUPER BUILT-UP AREA - of the Unit means, the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common to other Unit(s) of the Project and area of cupboards, plumbing

shafts, windows, projections, pergolas, and other elevation features, lofts and balconies with the Units 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, pump room, electric substation, lifts at all levels etc., in the Building and the Project.

UNITS – shall mean self-contained Anchor Shops, Retail Showrooms, Food Courts, 3-Screen Multiplex, Restaurants, Shops, Office Spaces and/or other Space(s) and Exclusive Balcony/Verandah/Open Terrace Area, if any, and/or any other space(s) in the Project capable of being held independent of each other.

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 Unit 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 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., equivalent to **Super Built Up Area** of _____ Sq.ft., on the ____ **Floor** of the Building in **JAYA RB SQUARE** forming part of the Project **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 Unit**) more fully and particularly mentioned and described in the **SECOND 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**, constructed and completed in accordance to the Specifications as mentioned in the **THIRD SCHEDULE** hereto 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 **FOURTH 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 **FIFTH SCHEDULE** herein to the Developer/Maintenance in Charge/Facility Management Agency appointed by the Developer/Association of Unit 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 **SIXTH 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 Unit 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 UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOT H 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 Unit Owners (after formation) in the management and maintenance of the Building/Project and other Common Purposes and formation of the Association of Unit 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 **SIXTH 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 Unit 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 Unit 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 Unit 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 Unit Owners, as the case may be:-

I) Property rates and taxes and water tax, if any, assessed on or in respect of the Unit directly to South Dum Dum Municipality Provided That so long as the Unit 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 Unit 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 Unit 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 Unit Owners, the same shall be paid by the Purchaser wholly in case the same relates to the Unit and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Unit by the Developer and/or the Facility Management Agency appointed by the Developer or the Association of Unit 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 said Unit at the rate at which the Developer and/or the Facility Management Agency appointed by the Promoter or the Association of Unit 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 Unit 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 **FIFTH SCHEDULE** hereunder written) payable to the Developer and/or the Facility Management Agency appointed by the Developer or the Association of Unit 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 Unit 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 Unit 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 Unit 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 Unit Owners and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

e) Save the said Unit the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Unit s 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 Unit Owners (upon formation) relating to the 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 Unit 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 Unit or in the letter box earmarked for the said Unit 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 Unit 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 Unit Owners shall be entitled to:

- (i) disconnect the supply of electricity to the said Unit;
 - (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 Unit; 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 Unit.
- i) Until the formation of Association of Unit 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 Unit Owners from time to time for the common purposes.
- k) The undivided share in the land comprised in the Project and in the Building hereby sold and transferred and attributable to the said Unit 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 units may have the exclusive open terrace attached to their respective 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 Unit 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 Units/constructed areas/parking spaces at the said Property or the 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 commercial Units of the Project. The Purchaser has been made aware and has unconditionally agreed that the occupants of other Unit s 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 Unit s 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 Unit Owners formulated and/or to be formulated from time to time by the Association of Unit Owners.

t) Each Unit in the Project shall represent one (1) share irrespective of the numbers of persons owning such Unit and irrespective of the same person or persons owning more than one (1) Unit in the project. Further in the event an Unit 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 Unit 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 Unit /Building and if the annual maintenance contracts are not done/renewed by the Purchaser;

(ii) regular wear and tear of the said Unit/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 said Unit, 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 said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit, 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 said Unit 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 said Unit/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 said Unit, 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:

(Description of the said Property)

ALL THAT the piece and parcel of land containing an area of 1 Bigha equivalent to 20 Cottahs, be the same a little more or less, together-with structures standing thereon having a total covered area of 9,000 Sq.ft., (on the ground floor 3,000 Sq.ft., on the first floor 3,000 Sq.ft., and on the second floor 3,000 Sq.ft.) be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.23, Plot No.225, Municipal Holding No.1123, Lake Town (formerly 162/48 Calcutta Jessore Road), Block-A, Police Station-Lake Town, within the ambit of South Dum Dum Municipality, District-24Parganas, Kolkata-700 089, and butted and bounded in the manner following:-

ON THE NORTH	:	By VIP Lake Town 60 feet connecting Road;
ON THE SOUTH	:	By Residential Building;
ON THE EAST	:	By 40 feet wide Road; and
ON THE WEST	:	By 60 feet wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the 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., equivalent to **Super Built Up Area** of _____ Sq.ft., on the ____ **Floor** of the Building in **JAYA RB SQUARE** (“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**”) constructed on the said Property **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.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications)

BUILDING:	Designed on a R.C.C. Frame structure with R.C.C. Plie Foundation as per structural design using cement concrete M-25.
DOORS/WINDOWS:	Best quality UPVC OR FIRE PROOF DOORS of 7 ft., with primer and pain finish. All Door panels are best quality Flush Doors and framed toughened glass doors where necessary with all fittings and fixings.
DRIVEWAY/PAVEMENT:	High quality and heavy weight tiles.
ELECTRICALS:	Concealed insulated copper wiring with modular switches of Havells or equivalent, AC points, Exhaust fan points, Broadband and Telephone connectivity. Designer lighting in common areas, fancy façade lighting. Sub-station with 11KV transformer with OLTC. Lightening Arrester on the roof of the building.
ELEVATION:	Aesthetically designed elevation as per the recommendation of the Architect
ENTERENCE LOBBY/ UPPER LOBBY:	Marble / Granite / Vitrified Tiles.
EXTERIOR ELEVATION:	To be designed by the architect, finished with suitable exterior weather coat paint of best quality over putty and plaster.
FIRE SAFETY SYSTEM:	Provision for adequate fire-fighting safety systems in the building as recommended by the Fire department, Government of West Bengal.
FLOORING:	Flooring work with non-skid tiles for open areas of the ground floor with all necessary cement concrete works and with Vitrified tiles/Granite slabs for all upper floors. Matt finished best quality glazed tiles upto 2100mm heights in Toilets and Kitchen.
INTERIOR WALLS:	Brick walls with POP finish on walls & ceiling over plaster. Common area finished with best quality decorative paint with primer coat over plaster.
LANDSCAPING:	Beautifully landscaped compound with fine paving and planters all around.
LIFTS:	Total 5 (Five) Nos. of lift installation with 20 PAX capacity of Kone or equivalent lift.
LOCKS:	Reputed make lock for all doors.

PLASTERING:	35mm cement and sand plaster in all external walls and 25mm cement sand plaster in all internal walls using cement sand mortar (1:4).
POWER BACK UP:	Generators installation of silent type: - a. 1 (One) No. having 750KVA; b. 1 (One) No. having 500 KVA; and c. 1 (One) No. having 125 KVA.
ROOF:	Proper water proof treated roof, finished with good quality roof tiles.
SANITARY WARE:	Best quality Iron soil pipe of 150 mm diameters and PVC water pipe of 100 mmm diameters for carrying soil waste and water to the SW Pit to connect SW system.
SECURITY:	CCTV Monitoring and 24 hours Security System.
TOILETS/KITCHEN:	All white Vitreous sanitary wares of reputed make. All C.P. Fittings of reputed make. All internal water pipelines are of best quality CPVC make. Anti-skid tiles on floor, premium vitrified tiles up to door height.
WALLS FINISH:	250mm Cement Brick work for external wall and 125/75 th brick work for internal wall using cement and sand mortar (1:4) using 1 st Class bricks. Plaster of Paris with primer.
WATER SUPPLY:	Municipality water supply through underground Reservoir to Over-head Reservoir with in house pumping system. 1 lac liters water reservoir for the usages by the commercial units in the Project and 1 lac liters water reservoir for the fire safety.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Areas)

1. Driveways and pathways, save and except those specifically reserved by the Developer for the Multiplex.
2. Lifts, lobbies and staircases, save and except those specifically reserved by the Developer for the Multiplex.
3. Paths passages and open spaces project and those reserved by the Developer.

4. Project Boundary Wall, internal boundary walls and Entrance and Exit gates of the Project.
5. Rooms for darwan/security guard, caretaker's office.
6. Stand-by diesel generator set of reputed makes as per the designed capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the Unit(s) to the extent of quantum mentioned herein during power failure and generator room, save and except those of the Multiplex.
7. Underground water reservoir.
8. Water pump with motor, water distribution system.

(COMMON AMENITIES AND FACILITIES)

1. The land and all other areas of the Project and all apparatus, systems, equipment and installations now or hereafter existing in the Building or the Project nor part of any Units, for the common use of all Units or by all Units owners 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, sewer, waste and all other mechanical equipment (except those which are contained in any Units which serve or benefit all Purchasers or other general common elements.
7. Staircase on all the corridors, floors and lobbies.
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. Entrance, driveways, passages and pathways.

19. 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.

THE FIFTH 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 Unit 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 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 Unit 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 Unit 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 Unit 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 Unit Owners and shall only be applied in accordance with unanimous or majority decision of the members of the Association of Unit 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 Unit 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 Unit 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 SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Rules)

Part I - Restrictions

A. The Purchaser shall not:

1. Partition the Unit and/or the Car Parking Space.
2. Damage the Building or the common portions, amenities, facilities or any of the other Units or the Project by making any alterations or withdrawing any support or otherwise.
3. 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.
4. Place or cause to be placed any article in any of the common portions.
5. Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
6. Use or allow the Unit or any part thereof to be used for any club or political meeting.
7. 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 Unit in the Building where the Unit of the Purchaser will be situated.
8. Put up or affix any name plate or other things or other similar other articles in any of the common portions or outside the Unit save at the places provided therefore, provided that the Purchaser may display a small and decent hoarding outside the main entrance of the Unit.
9. Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Unit or in any of the common portions which may be injurious or obnoxious to the other 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.
10. Hang from or attach to the beams or the rafters of any part of the Unit 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.
11. 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 Unit acquirers.
12. 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 Unit Owners, as the case may be.

13. Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Unit or in its windows.
14. 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.
15. Install any air-conditioner, except in the approved places.
16. Do or permit to be done any act or thing which may render void or voidable any insurance of the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
17. Affix or change the design or the place of the grills, the windows or the main entrance of the Unit without prior approval of Developer or Association or FMC, as the case may be.
18. Make any internal addition, alteration and/or modification in or about the Unit 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 Unit Owners or the FMC, as the case may be.
19. 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 Unit excepting between 10:00 A.M to 09:00 P.M and while carrying on such work to ensure that no annoyance or disturbance is caused to the other occupiers of the Building. 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 Unit 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 Unit Owners, as the case may be.
20. Alter the outer elevation of the Building or the Unit, or any part thereof, nor decorate the exteriors of the Building in any manner whatsoever, without prior consent of the Developer or the Association of Unit Owners.
21. 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 Units or the Building.
22. Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Project.
23. 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 Units or the Building or cause the premium for the insurance to be increased.
24. Close or permit the closing of 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 lounges or balconies and lobbies or any external walls or the fences of external doors and windows including grills of the Units 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.

25. Use the Unit or permit the same for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building to the owners and occupiers of the neighboring properties or for any illegal or immoral purpose.
26. Park car on the pathway or open spaces of the Building or the Project except the space allotted.
27. Commit breach or violate such building rules and regulations as may be made applicable by the Developer before the formation of the Association of Unit Owners and after the Association of Unit Owners is incorporated to comply with and/or adhere to the building rules and regulations of such Association of Unit Owners.
28. Object on any additional construction activities being carried out or to be carried out by the Developer.
29. Use the Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to Purchasers/occupiers of other Units in the Project.
30. Install or keep or run any generator in the Unit or the common portions of the Building.
31. Smoking in public places inside the Project is strictly prohibited and the Purchaser and Purchaser's employees or staffs or customers or visitors or guests should strictly adhere the same.
32. Throw or allow to be thrown litter on the grass planted within the Project.
33. Overload the passenger lifts and shall move goods only through the staircase of the Building.
34. Use the elevators in case of fire.
35. Object to the Developer and the Association of Unit Owners putting up any neon sign, hoardings and other display materials on any part or portion of the Project.
36. Object to the Developer and the Association of Unit Owners entering into agreements (on such terms and conditions and for such period as the Developer and the Association of Unit Owners shall decide) with the concerned service providers of the Developer's and the Association of Unit Owners' choice of various telecom/ high speed broadband/ other similar telecom facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Developer and the Association of Unit Owners within the Project and which would be declared to be common facilities by the Developer and the Association of Unit Owners.
37. Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association of Unit Owners might have selected.

38. Allow any person to stay during nights in any Unit or the Building or the Project, in case of any urgent situation demanding staying of any person in the Unit and/or the Building prior approval in writing of the Developer or the Association of Unit Owners must be obtained in that regard.

B. The Purchaser shall:

1. Maintain the Project in general and the Building where the Unit 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 Unit Owners, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association of Unit Owners so formed.
3. Co-operate and assist in all manner with the Developer/Association of Unit 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 and/or the 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 Unit 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 Unit 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 Purchaser.
4. Maintain, at his own costs, the Unit in the same good condition, state and order in which the same is be delivered to him, normal wear and tear accepted.
5. Give a copy of permit at least 3 (three) days in advance to the Developer or Association of Unit Owners to load and unload any goods in and around the Project. The parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case and such vehicles used for loading and unloading the goods, while entry and exit shall not exceed the driving limit by ____ (____) KMPH and the loading and unloading the goods shall be carried out within ____ to ____ (*put the timings mentioning AM PM*), however the Unit occupier in whose place loading or unloading of goods would take place should ensure that the other Unit occupiers peaceful possession or egress and ingress through and over the common parts and portions of the Building or the Project are not hampered in any way or manner whatsoever.
6. Use the space for storage and collection of recyclable materials such as dry waste, wet waste, e-waste, and other kinds of wastes in the Project.

7. 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.
8. Inform the Developer or the nominated agency of the Developer, as the case may be, the amount of outbound garbage, expected to be generated in the Unit enabling the Developer or the nominated agency of the Developer, as the case may be, to consult, if required, the local competent authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as may be specified by the Developer or the nominated agency of the Developer, as the case may be, at its sole discretion and the Purchaser shall ensure that outbound garbage shall be stored within the limit of the Unit till the time of disposal.
9. In case the Purchaser lets out the Unit, notify the Developer or the Association of Unit Owners, as the case may be, regarding the details of the tenant's/transferee's details, including address, email-id and telephone number.
10. Pay regularly and punctually, each calendar month and from month to month thereafter, unto the Developer, and upon the formation of the Association of Unit Owners, unto the Association, such sums as may from time to time be determined, fixed, and apportioned by the Developer or, as the case may be, by the Association of Unit Owners, towards the maintenance, management, and upkeep of the common areas, facilities, and amenities, without any abatement, deduction, or demand whatsoever, such liability to commence with effect from the date specified in the letter of possession, to wit, the day, month, and year first hereinabove written; and it is hereby expressly agreed and declared that, notwithstanding anything herein contained or otherwise omitted, should any matter, issue, or subject be deemed by the Developer and/or the Association of Unit Owners to be of common interest or collective concern, whether or not expressly falling within the purview of this clause, the Purchaser shall not dispute, contest, or oppose any decision, resolution, or action taken thereon by the Developer and/or the Association of Unit Owners, and further agrees that any statement of account or apportionment of the said maintenance charges as prepared by the Developer and/or the Association of Unit Owners, as the case may be, shall be final, conclusive, and binding upon the Purchaser in all respects.
11. Duly and punctually pay all charges, dues, and outgoings in respect of electricity consumed within or pertaining exclusively to the said Unit, as well as a proportionate share, as may be reasonably determined, of all charges arising from the consumption or use of electricity in the common portions, utilities, and facilities of the Building and the Project as a whole,

such payment to be made without demur, abatement, or delay, as and when the same shall become due and payable.

12. Pay, in a fair and proportionate manner, all charges for electricity consumption, including but not limited to losses occasioned by transmission, until such time as a separate and exclusive electricity meter is duly installed for the Unit; and thereafter, upon such installation, the Purchaser shall, without default or delay, promptly pay all charges, levies, and/or deposits as may be applicable, so as to ensure that neither the Developer, nor the Association of Unit Owners, nor any other Unit acquirer, shall suffer any hindrance, inconvenience, or interruption in service by reason of any non-payment, shortfall, or untimely payment on the part of the Purchaser.
13. Pay the proportionate rates, charges and fees of South Dum Dum Municipality till such time the Unit is not mutated and separately assessed by South Dum Dum Municipality and thereafter timely pay all rates and taxes of South Dum Dum Municipality to ensure that none of the other Unit occupiers or the Developer/Association of Unit Owners, as the case may be, is affected in any manner for any non or untimely payment.
14. Pay such further deposits as be required by the Developer/Association of Unit Owners, as the case may be, from time to time.
15. Maintain and be responsible for the structural stability of the Units and not to do any act, matter or thing which may affect the structural stability of the Building.
16. Use the Unit, 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.
17. Sign such forms, give such authorities and render such co-operation as may be required by the Developer/Association of Unit Owners, as the case may be.
18. Pay, wholly in respect of the Unit 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.
19. Allow the Developer/Association of Unit Owners, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Unit.
20. Ensure that the Building or the Project is maintained in a decent manner.
21. Pay, and undertake to pay, such damages on demand as ascertained by the Developer/Association of Unit 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.
22. 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 Unit Owners, as the case may be, to discontinue any or all the facilities and utilities.

23. Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
24. Co-operate with the other Purchasers/occupiers and the Developer or the Association of Unit Owners in the management and maintenance of the Building.
25. 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 South Dum Dum 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 Unit and the Car Parking Space(s). All the unsold Units 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 or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the Purchaser 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 within the Project, save and except those absolutely reserved for the Multiplex.
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 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 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 Unit hereby sold and shall be deemed to be transferred with the Unit 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 Unit 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 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.
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 Unit Owners, such approval are to taken from the Association of Unit 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 Unit 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 unit-owner in whose Unit 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 or in any of the common portions of the Building.
7. Garbage and refuse of the Units 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 Unit Owners.
8. The Unit 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 Unit will trip down.

9. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
10. No Unit Purchaser shall send any employee of the Developer or Association of Unit Owners on any private business or personal errand.
11. Colour of external balcony shall not be changed since the same will then change the elevation of the Building.
12. No games or sporting activities are allowed which may cause damage to the landscaped areas or the Building.
13. The lobby should be kept clean at all times.
14. No tenant of any Unit shall be allowed to occupy such Unit unless the tenant is introduced to the designated representative of the Developer or the Association of Unit Owners so that he may be recognized as a bona fide occupant of the Unit for security and billing purpose.
15. To register all staffs and employees and officials of the Unit along with current photographs with the Developer or the Association of Unit Owners, as the case may be, and obtain identity cards that the Developer or the Association of Purchasers, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association of Unit Owners, as the case may be, will provide them. In the interest of security, no staffs and employees and officials shall be allowed entry into the Building till this formality has been complied with. These identity cards shall be collected from any staffs and employees and officials whose services are terminated and deposited with the Developer or the Association of Unit Owners, as the case may be so that records can be updated. The occupier of any Unit 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.
16. 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.
17. No bills shall be stuck anywhere on the Building or in any place within the Project.
18. No cooking will be allowed in the Common Areas and Parking Spaces by the Unit Owners, any staff, servant, worker or anybody.
19. Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
20. Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
21. Car parking stickers should be obtained from the Association of Unit Owners (as and when created by Association) in order to allow the Association of Unit Owners or Developer to track authorised vehicles.
22. The Developer or Association of Unit 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 at 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 Unit as per Memo below:

MEMO OF CONSIDERATION

Cheque/Demand Draft/RTGS/UTR No.	DATE	BANK	BRANCH	AMOUNT (Rs.)
			TDS:	
			TOTAL:	

(RUPEES _____ ONLY).

WITNESSES:

1.

2.

 DATED THIS DAY OF 2025
 #####

BETWEEN

MR. RABINDRA NATH BANIK & ANR.
 OWNERS/VENDORS

- A N D -

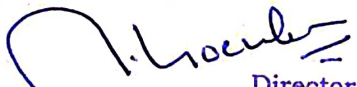
RBD PROJECTS PRIVATE LIMITED
 DEVELOPER

- A N D -

..... PURCHASER

INDENTURE OF CONVEYANCE
(JRB SQUARE, Unit No.____)

RBD PROJECTS PVT. LTD.


 Director

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