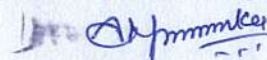


PHASE - I
ARRJAVV HAZELBURG PROJECT

THIS INDENTURE OF CONVEYANCE executed on this day of
Two Thousand Twenty-Three (2023);

Joka Vatika Projects



Partner/Authorised Signatory

BY AND BETWEEN

(1) **ALL NEW BUILDERS PRIVATE LIMITED** (PAN No.AAOCA1127F), a Company incorporated under the Companies Act, 1956 (2) **AMRITLAXMI NIKETAN PRIVATE LIMITED** (PAN No.AAOCA1128L), a Company incorporated under the Companies Act, 1956 (3) **AMRITRASHI TOWERS PRIVATE LIMITED** (PAN No.AAOCA1129M), a Company incorporated under the Companies Act, 1956 (4) **FLEETEX APPARTMENT PRIVATE LIMITED** (PAN No.AACCF7425R), a Company incorporated under the Companies Act, 1956 (5) **KALASHSIDHI PROMOTERS PRIVATE LIMITED** (PAN No.AAGCK0645L), a Company incorporated under the Companies Act, 1956 (6) **KALYANKARI PROMOTERS PRIVATE LIMITED** (PAN No.AAGCK0644M), a Company incorporated under the Companies Act, 1956 (7) **MADHUDHAN HIRISE PRIVATE LIMITED** (PAN No.AAKCM1621Q), a Company incorporated under the Companies Act, 1956 (8) **MAKELIFE COMPLEX PRIVATE LIMITED** (PAN No.AAKCM1620R), a Company incorporated under the Companies Act, 1956 (9) **NEWEVER RESIDENCY PRIVATE LIMITED** (PAN No.AAFCN1461Q), a Company incorporated under the Companies Act, 1956 (10) **NIRMALKUNJ TOWERS PRIVATE LIMITED** (PAN No.AAFCN1459E), a Company incorporated under the Companies Act, 1956 (11) **KHUSHI APARTMENT PRIVATE LIMITED** (PAN No.AAGCK0647J), a Company incorporated under the Companies Act, 1956 (12) **LAXMIDHAN INFRATECH PRIVATE LIMITED** (PAN No.AADCL0091L), a Company incorporated under the Companies Act, 1956 (13) **LINKLIKE PLAZA PRIVATE LIMITED** (PAN No.AADCL0090M), a Company incorporated under the Companies Act, 1956 (14) **MAHAMANI APARTMENT PRIVATE LIMITED** (PAN No.AAKCM1619A), All Nos.1 to 14 abovenamed are having their respective registered offices at Bhasa, P.O. Bishnupur, District - 24-Parganas (South), PIN - 743 503 and all are represented by their Constituted Attorney Sri (PAN No....., Aadhaar No.) of No., Kolkata 700, and are collectively hereinafter referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-office and/or assigns) of the **FIRST PART:**

AND

MESSRS JOKA VATIKA PROJECTS (PAN No.....), a Partnership Firm, having its registered office at "Arrjavv Park", 54A, Sarat Bose Road, 5th Floor, Police Station - Ballygunge, Kolkata - 700 025 represented by its Partner **Mr.** (PAN No....., Aadhaar No.....) son of, residing at, Kolkata -, authorized vide a Resolution dated, hereinafter referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or permitted assigns) of the **SECOND PART**.

AND

[If the Allottee/Purchaser is an individual]

(1) _____ (PAN _____ and Aadhaar No. _____), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation _____, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____ and (2) _____ (PAN _____ and Aadhaar No. _____), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation _____, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter (jointly/collectively) referred to as the **ALLOTTEE(S)/PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[If the Allottee/Purchaser is a company]

_____ (PAN _____ and CIN _____), a company incorporated under the provisions of the Companies Act, 1956 or the Companies

Act, 2013 having its registered office at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Director/Authorized Signatory _____ (PAN _____ and Aadhaar No. _____), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation _____, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**;

[OR]

[If the Allottee/Purchaser is a Partnership]

_____ (PAN _____), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, represented by its Authorized Partner _____ (PAN _____ and Aadhaar _____), having mobile number _____, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of _____, residing at (PAN _____ and Aadhaar No. _____), by nationality Indian, by caste Hindu/Muslim/Christian, by occupation _____, son/daughter/wife of _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____, hereinafter referred to as the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **THIRD PART**.

[OR]

[If the Allottee/Purchaser is a HUF]

_____ (PAN _____), for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____, Post Office _____, Police Station _____, District _____, PIN _____, State _____ hereinafter referred to as the "**ALLOTTEE/PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Vendors, Promoter and the Allottee/Purchaser shall hereinafter collectively referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

A. The Vendors herein are the absolute and lawful Owners respectively of several pieces and parcels of land collectively measuring about 121 Decimals comprised within Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743503, more fully described in *Part-I of Schedule "A"* hereunder written (hereinafter collectively referred to as the "**said Plots of Land**" and individually "**Land Parcel**"). The Devolution of Title in respect of the said "**Plots of Land**" are mentioned in **Part II** of the *Schedule "A"* hereunder written (hereinafter referred to as the "Devolution of Title") and the details of the Title Deeds of the said "**Plots of Land**" are mentioned in **Part III** of *Schedule "A"* hereunder written.

B. By virtue of Development Agreement dated the day of 2022 made between the Vendors abovenamed as Owners therein of the One Part and the Promoter hereto as Developer therein of the Other Part and registered with the Registrar of Assurances, Kolkata, in Book No.I, Volume No., Pages to, Being No. for the year 2022, the Vendors herein jointly retained and appointed the Promoter as the Developer and further granted

the exclusive right of development in respect of the "said Plots of Land" and construction of Villas, Bungalows, Flats, Units and other spaces thereat and all together known as Phase-I of the Project "ARRJAVV HAZELBURG" in favour of the Promoter herein, which the Promoter agreed to undertake for the consideration and on the terms and conditions contained therein.

C. The Promoter duly applied for and obtained sanction of the Building Plan from Zilla Parishad to undertake and carry out development of the "said Plots of Land" and construction of Villas, Bungalows, Flats, Units and other spaces thereat and all together known as Phase-I of the Project "ARRJAVV HAZELBURG". The Promoter agreed and undertook that it shall not make any changes to the Plan as was sanctioned by the Zilla Parishad except in strict compliance with Section 14 of the West Bengal Real Estate (Regulation and Development) Act, 2016 and other laws as applicable.

D. The Zilla Parishad has granted the commencement certificate to develop the Phase-I Project vide approval dated bearing no.

E. The Promoter has registered the "Phase-I Project" under the provisions of the West Bengal Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. and the same on the day of 2023 under Registration No. dated

F. The Allottee(s)/Purchaser(s) had applied to the Promoter for allotment of a Villa in the "Phase-I Project" ("Application") and thereupon, the Promoter provisionally allotted in favour of the Allottee(s)/Purchaser(s) **All That** the Villa consisting of a two-storied House, more fully described in **Part-I of Schedule "B"** hereunder written ("**said Unit**") and the same subject to the Allottee(s)/Purchaser(s) making payment of the consideration amount as also all other dues, extras and deposits, costs and expenses, each of which were unconditionally accepted by the Allottee(s) /Purchaser(s). The development of the "said Unit" by the Promoter to be as per the specifications mentioned in **Part II of Schedule "B"** hereunder written.

G. By an Agreement for Sale dated the day of 2023 made between the Vendors herein therein referred to as the Owners of the First Part and the Promoter herein therein referred to as the Promoter of the Second Part and the Allottee(s)/Purchaser(s) herein therein referred to as the Allottee(s) of the Third Part and registered at the office of the Additional Registrar of Assurances I/II/III/IV, Kolkata in Book No.I, Volume No., Pages to, Being No. for the year 2023 (hereinafter referred to as the "Sale Agreement") the Vendors agreed to sell and the Promoter agreed to construct, allot and confirm the sale and the Allottee(s)/Purchaser(s) agreed to purchase **All That** the "said Unit", more fully described in *Part-I of Schedule "B"* hereunder written and the same to be developed as per specifications mentioned in *Part-II of Schedule "B"* hereunder written.

H. In pursuance of and in terms of the Plan duly sanctioned by the Zilla Parishad, the Promoter has since completed construction of the Phase-I Project including the "said Unit" and has further obtained the Completion Certificate dated the day of from the Zilla Parishad, Bishnupur.

I. At or before the execution of this Agreement, the Allottee(s)/Purchaser(s) confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the said Plots of Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the said Plots of Land and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the said Plots of Land including but not limited to amongst others, the Specifications, approvals etc. for the "Phase-I Project", the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee(s)/Purchaser(s) and the Allottee(s) /Purchaser(s) confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee(s)/Purchaser(s), and the

Allottee(s)/Purchaser(s) having understood and/or having complete and due notice and knowledge of and after fully satisfying himself/herself /themselves/itself, has/have accepted, without any reservation.

J. The terms and conditions and also the rights and obligations contained in the said "Sale Agreement" would apply to the instant Indenture as far as possible or applicable or practicable, if any, and that the contradictions, if any, between this Indenture and the said Agreement for Sale, then this Indenture shall supersede.

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

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) "**Section**" means a section of the Act/Rules;
- (d) "**Association**" shall mean an association, within the meaning of the W. B. Apartment Ownership Act, 1972.
- (e) "**Allottees/Buyers**" shall mean and include the intending Allottees/ Buyers/Transferees respectively of villas, bungalows, flats and other saleable spaces, at the Phase-I Project.
- (f) "**Club**" shall mean and include the Club to be developed by the Promoter and the same consisting of various facilities, described in the *Schedule "C"* hereunder for use and enjoyment of the same by the owners/occupants of the Project on such terms and conditions as may be specified by the Promoter.
- (g) "**Carpet Area**" shall mean the net usable area of a Residential Unit, excluding the area covered by the external walls, areas under the services' shafts, the areas respectively comprised in the Balcony/Verandah and the Open Terrace, but including the area covered by the internal partition walls of such Unit.
- (h) "**Common Expenses**" shall include each of the undernoted charges,

expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee(s):

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the said Plots of Land, the said Unit, the common pathways, roadways and common areas of the Project including Phase I Project; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the said Plots of Land and/or the said Project including Phase I Project including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations at the said Project including Phase I Project including their license fees, taxes and other levies (if any) and all the lights of the common roadways, pathways and other common areas; and
- e) Such other charges, expenses etc. as determined by the Promoter from time to time; and
- f) Each of the aforestated together with the applicable Taxes thereon.

"Common Purposes" shall include:

- (i) the maintenance, management, upkeep, administration, protection etc. of the said Plots of Land, the Villa/Bungalow/House/Unit, the common pathways, common roadways and other common areas and the several facilities etc. at/of the said Plots of Land and/or the Villa/Bungalow/House/Unit and/or the said Project and/or

- Phase I Project including the repairs, replacements, improvements etc. thereof;
- (ii) dealing with and regulating matters of common interest of each of the Allottee(s) relating inter alia to their mutual rights and obligations in respect of the said Plots of Land and the Phase I Project, for the use and enjoyment of their respective Units and the Common Areas;
 - (iii) Insurance of the Project and the Common Areas;
 - (iv) The collection and disbursement of the Common Expenses;
 - (v) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
 - (vi) all other common expenses and/or other matters issues etc. which the Allottee(s) have common interest relating to the said Plots of Land and/or Phase I Project and/or the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.
- (i) **“Extras & Deposits”** - shall mean the amounts to extras and deposits mentioned in *Schedule “D”* hereunder written and any other amounts as may be decided by Promoter to be deposited with and/or paid to the promoter by the allottees/buyers/transferees of the units and the same to be held by the promoter subject to terms of this Agreement.
 - (j) **“Maintenance-In-Charge”** shall mean any Association/Company to be formed or incorporated by the Promoter for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained and shall include the Promoter or such agency or any outside agency to be appointed by the Promoter. Till the formation of such Association and handing over charge of the Project by the Promoter to the Association for the

Common Purposes, the Promoter shall be in charge of the maintenance having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter not inconsistent with the provisions and covenants herein contained.

- (k) **"Project"** shall mean the Project named "ARRJAVV HAZELBURG" consisting of Phase- I and several other Phases and also the Club to be developed by the Promoter in due course, subject to the terms that the owners/occupiers of villas, bungalows, flats and other spaces in the Project shall be entitled to use and enjoy in common all the common parts, areas, facilities and amenities of the Project.
- (l) **"Phase-I Project"** shall mean development and construction of Bungalows, houses, villas, residential Flats, parking spaces and other spaces along with 5(five) feet high boundary wall as also required passages, pathways and roadways to be constructed at or upon the "said Plots of Land" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- (m) **"Roadway/Driveway Agreement"** shall mean Agreement dated 26th July, 2022 entered into between the Owners/Developers representing the Owners of Land Parcels of Phases I and several other phases for development and construction of Driveway /Roadway and construction of 5 Feet boundary wall for common use by the owners/occupants of the Project.
- (n) **"Said Plots of Land"** shall mean and include **All That** the several pieces or parcels of **Plots of Land** in aggregate measuring an area of **121 (one hundred and twenty-one) Decimals** be the same a little more or less, situate lying at and comprised within Mouza - Bhasse, J.L. 20, P.S. Bishnupur, District 24-Parganas (South), more fully described in Part-I of *Schedule "A"* hereunder written.
- (o) **"Title Deeds"** - shall mean the documents of title of the Owners in

respect of their respective land parcels, the detailed particulars whereof are stated **Part III** of *Schedule "A"* hereunder written.

- (p) **"Transfer"** - with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with impartible proportionate share in the land comprised in the said "Plots of Land".
- (q) **"Units"** shall mean and include bungalows, villas, flats, houses and other spaces (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a villa or bungalow, which is directly accessible from an outer door or through an interior door in a shared hallway), which would be available for independent use and occupation at the said **Phase I** Project.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said Agreement and further in consideration of the aggregate sum of **Rs..... (Rupees**) only paid to the Promoter by the Allottee(s)/Purchaser(s) on or before the execution of these presents (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the payment of the same and every part thereof acquit, release and discharge the Purchaser(s) and also the "said Unit" hereby sold, transferred and conveyed) the Vendors abovenamed with the consent and concurrence of the Promoter do hereby grant, sell, transfer, convey, assign and assure unto and in favour of the Allottee(s)/Purchaser(s) abovenamed **All That** the "said Unit" being two-storied Villa/Bungalow/House measuring carpet area of Sq.ft. being Villa No. situated on the portion of the Phase-I Project Together With undivided proportionate share in the said "Plots of Land", described in *Part-I* of *Schedule "A"* hereunder written as also the common parts, areas, facilities and amenities of Phase-I Project Together With the right to use in common with the owners/occupants of the Project "ARRJAVV HAZELBURG" the roadways/driveway to be developed by the Promoter in pursuance of the said "Roadway/Driveway agreement" and also the common

parts, areas, facilities and amenities of the "said Project" Together With the right to use and enjoy the Club as also the various club facilities, described in *Schedule "C"* hereunder written (hereinafter collectively referred to as the "**said Unit and the properties appurtenant thereto**"), more fully and particularly described in *Part-I* of *Schedule "B"* hereunder written absolutely and forever, free from all encumbrances, mortgages, charges, liens, attachments and trusts whatsoever or howsoever **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the "said Unit And the Properties Appurtenant thereto" **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever **TO HAVE AND TO HOLD** the "said Unit and the Properties Appurtenant thereto" hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s)/Purchaser(s) absolutely and forever and free from all encumbrances subject to payment of "common expenses" and also subject to the Allottee(s)/Purchaser(s) keeping deposited with the Promoter the amounts of "Extras & Deposits" mentioned in *Schedule "D"* hereunder written;

AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE ALLOTTEE(S)/PURCHASER(S) AS FOLLOWS: -

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Promoter done or executed or knowingly suffered to the contrary, the Vendors have now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the "said Unit and the Properties Appurtenant thereto" hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of conditions use, trust, encumbrances whatsoever to alter, defeat, encumber or make void the same;
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good right, full power and absolute authority to grant, transfer and assign All that the "said Unit and the Properties Appurtenant thereto" hereby conveyed, transferred or expressed so to be unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid;
- (c) AND that the "said Unit and the Properties Appurtenant thereto" hereby granted and conveyed or expressed so to be is now free from all claims,

demands, encumbrances, liens, attachments, leases, lispens, debutter or trusts made or suffered by the Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest in the "said Unit and the Properties Appurtenant thereto";

- (d) AND that the Allottee(s)/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the "said Unit and the Properties Appurtenant thereto" and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or the Promoter or any persons having or lawfully or equitably claiming as aforesaid;
- (e) AND that the Allottee(s)/Purchaser(s) shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all mortgages, charges, encumbrances, liens, attachments, lispens, debutter or trust claims and demands whatsoever created occasioned or made by the Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid;
- (f) AND further that the Vendors and the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the "said Unit and the Properties Appurtenant thereto" or any part thereof under or in trust for the Vendors and/or the Promoter shall and will from time to time and at all times hereafter at the request and at the costs of Allottee(s)/Purchaser(s) make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the "said Unit and the Properties Appurtenant thereto" and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid as shall or may be reasonably required;
- (g) AND also that the Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the "said Unit and the Properties Appurtenant thereto" hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise;
- (h) The Vendors shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Allottee(s)/Purchaser(s) produce or cause to be

produced to the Allottee(s)/Purchaser(s) or their Attorney or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in respect of the "said Plots of Land", details whereof are mentioned in *Part III of Schedule "A"* hereunder written and the same in connection with the "said Unit and the Properties Appurtenant thereto" and also shall at the request and costs of the Allottee(s)/Purchaser(s) deliver to the Allottee(s)/Purchaser(s) such attested or other copies of or extracts there from as the Allottee(s)/Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the said title deeds safe, unobliterated and uncanceled;

THE ALLOTTEE(S)/PURCHASER(S) 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 PROPERTIES APPURTENANT THERETO" COVENANT AS FOLLOWS: -

- (a) The Allottee(s)/Purchaser(s) have read and understood the terms of the "said Sale Agreement" which is treated as part of this Indenture and has accepted the terms and conditions thereof. The Allottee(s)/Purchaser(s) doth/do and each of them doth hereby covenant with the Vendors and the Promoter to be always bound by the same and shall not violate the same in any manner whatsoever;
- (b) The Allottee(s)/Purchaser(s) herein along with other Allottee(s) of Units in Phase-I Project as also the owners/occupants of Units of the other Phases of the Project would jointly use and enjoy in common the Club as also the Roadway, Driveway, Boundary Wall and other common areas and facilities which would be developed in pursuance of the said "Roadway/Driveway Agreement";
- (c) The Allottee(s)/Purchaser(s) herein would extend his/her/their cooperation and assistance to the Promoter in the matter of development of Club as also development of the Roadway, Driveway and other common areas and facilities in pursuance of the said "Roadway/Driveway Agreement";

- (d) The Allottee(s)/Purchaser(s) shall proportionately bear and pay the cost of development and construction as also repairs and maintenance of the Roadway, Driveway, Boundary wall and other common areas and facilities, which are developed in pursuance of the said "Roadway/Driveway Agreement";
- (e) The Allottee(s)/Purchaser(s) herein shall bear and pay all fees and charges and further cause mutation of his/her/their name as the Allottee(s)/Purchaser(s) in respect of the said Unit in the records of the B.L. & L.R.O. and other concerned authority within 30(thirty) days from the date of execution of the instant Deed;
- (f) The Allottee(s)/Purchaser(s) shall bear and pay the rates and taxes (proportionately for the Project and wholly for the "said Unit and the properties appurtenant thereto") from the date of possession notice and until the "said Unit and the properties appurtenant thereto" is separately mutated and assessed in favour of the Allottee(s)/Purchaser(s) herein;
- (g) To co-operate with the Promoter/Maintenance-in-Charge and other Allottee(s)/Purchaser(s) in the management and maintenance of the said Phase I Project and other Common Purposes and formation of the Association;
- (h) To observe and perform the rules regulations and restrictions as may from time to time be made in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes;
- (i) To pay maintenance charges on account and in respect of the "said Unit and the properties appurtenant thereto" and the same as per the bill to be raised by the Promoter or Association, without claiming any deduction or abatement;
- (j) To Co-operate in the management and maintenance of the Common Areas facilities and amenities of Phase I Project by the Promoter/ Association;
- (k) To draw electricity lines/wires, television cables, broadband data cables and telephone cables to the "said Unit and the properties appurtenant thereto" only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit owners of Phase I Project or the owners/occupants of the Project. The main electricity meter shall be installed only at the space designated for common meters;

- (l) To use the "said Unit and the properties appurtenant thereto" for residential purpose only. Under no circumstances shall the Allottee(s) use or allow the "said Unit" to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the "said Unit and the properties appurtenant thereto" as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place;
- (m) To repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the "said Unit and the properties appurtenant thereto", at the cost of the Allottee(s)/Purchaser(s);
- (n) Not to sub-divide, alter, modify or in any manner change the elevation and exterior colour scheme of the "said Unit and the properties appurtenant thereto" and the building and also not to change the design and/or the colour scheme of the windows, grills and the main door of the "said Unit and the properties appurtenant thereto";
- (o) To pay and bear the amounts of the "Common Expenses" including electricity charges, maintenance charges, rates and taxes and other outgoings, extra and deposit on account and in respect of the "said Unit and the properties appurtenant thereto" and/or to pay the amounts of "Extras & Deposits" to the Promoter as described in *Schedule "D"* hereunder. The said amounts shall be paid by the Allottee(s)/Purchaser(s) without raising any objection thereto regularly and punctually to the Promoter;
- (p) To pay charges for electricity in relation to the "said Unit and the properties appurtenant thereto" wholly and proportionately relating to the common parts of Phase I Project;
- (q) To maintain or remain responsible for the structural stability of the "said Unit and the properties appurtenant thereto" and not to do anything which would have the effect of affecting the structural stability of the said unit and also not to store or bring and allow to be stored and brought in the "said Unit and the properties appurtenant thereto" any goods which are so heavy as to affect or endanger the structure of the said unit or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner;

- (r) Not to use or permit to be used the car parking space, if any, situated within the "said Unit" for any other purpose whatsoever other than parking of *his/her/their/its* own car;
- (s) Not to park car on the roadway and/or pathway or open spaces of the said Project and/or Phase I Project except the space within the said unit and shall use the pathways as would be decided by the Promoter;
- (t) Not to use any part of the or other Common Areas of the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other co-transferees;
- (u) To use the Common Areas only to the extent required for ingress to and egress from the "said Unit and the properties appurtenant thereto" of men and materials and passage of utilities and facilities;
- (v) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said building and also the said Project;
- (w) Not to claim any right whatsoever or howsoever over any other Unit or spaces or portion of the said building/Project;
- (x) Not to claim any right of whatsoever nature over and in respect of any Unit/spaces and not specifically allowed to be used by the Allottee(s)/Purchaser(s) and the same shall remain the exclusive property of the Vendors or the Promoter or of the other co-transferees of the "said Unit and the properties appurtenant thereto" to whom specific right is or to be so granted;
- (y) Not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the "said Unit and the properties appurtenant thereto" save and except a letter-box in the ground floor at the designated place as be expressly approved by the Promoter and a decent nameplate or signage outside or above the main gate of *his/her/their/its* "said Unit and the properties appurtenant thereto". It is hereby expressly made clear that in no event the Allottee(s)/Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the "said Unit and the properties appurtenant thereto";

- (z) Not to alter the outer elevation of the said Unit or any part thereof nor decorate the exterior of the said Unit otherwise than in the manner agreed by the Promoter/Maintenance-in-Charge in writing or in the manner as may be in which it was previously decorated;
- (aa) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the pathways, passages or in any other common Areas or in any other portion of the said Phase I Project nor in the said Project nor allow or permit any other Co-transferee to do so;
- (bb) To keep the "said Unit and the properties appurtenant thereto" and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving the said unit and also the other units in the said Phase I Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit of the Phase I Project;
- (cc) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act, deed or activity in or through the "said Unit and the properties appurtenant thereto";
- (dd) To maintain at *his/her/its/theirs* own costs, the "said Unit and the properties appurtenant thereto" in the same good condition state and order - clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government and/or any statutory authority and/or local body with regard to the user and maintenance of the "said Unit and the properties appurtenant thereto" as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Unit and the said Phase I Project;
- (ee) To keep all the pipes, drains, basins, sinks and water closets, if any, in the "said Unit and the properties appurtenant thereto" clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them;
- (ff) To collect and/or to remove all refuse or rubbish whatsoever from the "said Unit and the properties appurtenant thereto" daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the said Phase I Project and also in the said Project by the Promoter/Maintenance-in-Charge;

- (gg) To insure and keep insured the "said Unit and the properties appurtenant thereto" against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose;
- (hh) To fix or install air conditioners only at the designated place within the "said Unit and the properties appurtenant thereto" and not elsewhere;
- (ii) No radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the said Unit;
- (jj) No Allottee(s)/Purchaser(s) shall make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of the owners/occupants of other units at Phase I Project. No Allottee(s)/Purchaser(s) shall operate a phonograph or radio or television or loud speaker or music system in the "said Unit and the properties appurtenant thereto" which shall cause disturbance or annoyance to the other owners/occupants of other units at the Phase I Project;
- (kk) Not to use any part of the common areas for social and public gathering;
- (ll) To permit the Promoter or Promoter/Maintenance-in-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours' prior notice in writing to the Allottee(s)/Purchaser(s) to enter upon the "said Unit and the properties appurtenant thereto" and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found;
- (mm) No sign, notice or advertisement shall be inscribed or exposed on or at the window or other parts of the unit except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the unit without similar approval;
- (nn) To abide by all such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association;
- (oo) The Promoter shall have right and liberties to install any signage or create any structure either permanent or temporary in any part of the Project without hampering the aesthetic part of the said Project;

- (pp) Not to use the "said Unit and the properties appurtenant thereto" or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Phase I Project and/or the neighboring Phases and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others;
- (qq) Not to obstruct the Promoter/Association in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Phase I Project and/or the Project and selling or granting rights to any person on any part of the said Phase I Project and/or other Phases of the Project;
- (rr) Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the "said Unit and the properties appurtenant thereto";
- (ss) Not to violate any of the rules and/or regulations laid down by the Promoter/Association (upon formation) for the use of the common amenities and facilities;
- (tt) Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the "said Unit and the properties appurtenant thereto", the Common Areas, and the Phase I Project;

SCHEDULE "A"

PART - I

"Plots of Land"

All That several pieces and parcels of land respectively owned by the Owners herein and the same collectively measuring about 121 Decimals comprised within Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743 503 as per the details following :-

<u>Name of the Owner</u>	<u>R.S. Dag No.</u>	<u>L.R. Dag No.</u>	<u>Khatian No.</u>	<u>Area (Decimal)</u>
All new Builders Private Limited	1537	1586	4518	10.00
Amritlaxmi Niketan Private Limited	1537	1586	4504	10.00
Amritrashi Towers Private Limited	1537	1586	4439	10.00
Fleetex Apartment Private Limited	1537	1586	4502	7.00
Kalashidhi Promoters Private Limited	1509	1558	4485	3.00
Kalyankari Promoters Private Limited	1529	1578	4447	2.00

Kalyankari Promoters Private Limited	1510	1559	4447	4.00
Madhudhan Hirise Private Limited	1530	1579	4444	10.00
Makelife Complex Private Limited	1529	1578	4505	10.00
Newever Residency Private Limited	1531	1580	4472	8.00
Nirmalkunj Towers Private Limited	1532	1581	4462	10.00
Khushi Apartment Private limited	1532	1581	4512	10.00
Laxmidhan Infratech Private Limited	1511	1560	4483	10.00
Linklike Plaza private Limited	1530	1579	4469	10.00
Mahamani Apartment Private Limited	1530	1579	4514	7.00
			Total	121.00

PART - II

"Devolution of Title"

- A. Messrs Naga Hills Ply Industries Private Limited was originally the owner of land in aggregate measuring 10.6650 Acres situated within Mouza - Bhasa, J.L. No.20, P.S. Bishnupur, District 24-Parganas (South) ("**said Land**").
- B. The said owner Messrs Naga Hills Ply Industries Private Limited sold the "**said Land**" in favour of Messrs Bennett Coleman & Co. Ltd. by virtue of an Indenture of Conveyance dated the 4th November, 2006 registered in Book No.I, Volume No.I, Pages 1 to 21, Being No.16103 for the year 2006 at the office of the A.R.A.-I, Kolkata.
- C. By a registered Deed of Declaration dated the 26th June, 2007 made between Messrs Naga Hills Ply Industries Private Limited and Messrs Bennett Coleman & Co. Ltd. registered in Book No.I, being Deed No.07620 for the year 2007 at the office of A.R.A.-I, Kolkata, the said Deed of Conveyance dated the 4th November, 2006 was modified.
- D. Messrs Bennett Coleman & Co. Ltd. duly applied for and got its name mutated as the owner of the "**said Land**" vide Khatian No.2233 in the records of B.L.& L.R.O., Bishnupur-I, South 24-Parganas.
- E. By virtue of orders dated 14.10.2011, 20.10.2011 and 2.12.2011 passed by the Hon'ble High Court of Judicature at Bombay in the Scheme proceedings under Sections 391 to 394 of the Companies Act, 1956 being Scheme Petition No.427 of 2011 and Scheme Petition No.428 of 2011 the "**said Land**" belonging to the said Messrs Bennett Coleman & Co. Ltd. had stood transferred in favour of Messrs Bennett Property Holdings Co. Ltd.
- F. In the premises aforesaid, Messrs Bennett Property Holdings Co. Ltd. had become the owner of the "**said Land**" and they got their name mutated vide Khatian No.4402 in the records of the B.L.&L.R.O, Bishnupur-I, South 24-Parganas.
- G. By virtue of 14(fourteen) several registered Deeds of Conveyance respectively dated the 9th May, 2016 and 10th May, 2016 the Owners herein respectively purchased

several pieces and parcels of land collectively measuring about 121 Decimals comprised with Mouza - Bhasa, Diamond Harbour Road, P.S. Bishnupur, District 24-Parganas (South), PIN - 743 503, more fully detailed in *Part - I* of *Schedule "A"* above written (hereinafter collectively referred to as the "**said Plots of Land**" and individually "**Land Parcel**"). The detailed particulars of the said 14(fourteen) Deeds of Conveyance are mentioned in *Part - III* of *Schedule "A"* hereunder written.

PART - III

"Details of the Title Deeds of Land Parcels respectively of the Owners"

Name of Owners	Being No.	Book No.	Volume No.	Page No.	Registry Office
ALL NEW BUILDERS PRIVATE LIMITED	02893 of 2016	I	1604-2016	81428 - 81450	D.S.R.-IV, South 24 Pgs.
AMRITLAXMI NIKETAN PRIVATE LIMITED	02896 of 2016	I	1604-2016	81197 - 81219	D.S.R.-IV, South 24 Pgs.
AMRITRASHI TOWERS PRIVATE LIMITED	03080 of 2016	I	1604-2016	83925 - 83947	D.S.R.-IV, South 24 Pgs.
FLEETEX APARTMENT PRIVATE LIMITED	03087 of 2016	I	1604-2016	83971 - 83993	D.S.R.-IV, South 24 Pgs.
KALASHSIDHI PROMOTERS PRIVATE LIMITED	03075 of 2016	I	1604-2016	85026 - 85048	D.S.R.-IV, South 24 Pgs.
KALYANKARI PROMOTERS PRIVATE LIMITED	03016 of 2016	I	1604-2016	82295 - 82318	D.S.R.-IV, South 24 Pgs.
MADHUDHAN HIRISE PRIVATE LIMITED	03081 of 2016	I	1604-2016	85119 - 85141	D.S.R.-IV, South 24 Pgs.
MAKELIFE COMPLEX PRIVATE LIMITED	02887 of 2016	I	1604-2016	81034 - 81056	D.S.R.-IV, South 24 Pgs.
NEWEVER RESIDENCY PRIVATE LIMITED	03176 of 2016	I	1604-2016	86573 - 86596	D.S.R.-IV, South 24 Pgs.
NIRMALKUNJ TOWERS PRIVATE LIMITED	02894 of 2016	I	1604-2016	81149 - 81171	D.S.R.-IV, South 24 Pgs.
KHUSHI APARTMENT PRIVATE LIMITED	02889 of 2016	I	1604-2016	81080 - 81102	D.S.R.-IV, South 24 Pgs.
LAXMIDHAN INFRA TECH PRIVATE LIMITED	03070 of 2016	I	1604-2016	83761 - 83783	D.S.R.-IV, South 24 Pgs.
LINKLIKE PLAZA PRIVATE LIMITED	03044 of 2016	I	1604-2016	83448 - 83470	D.S.R.-IV, South 24 Pgs.
MAHAMANI APARTMENT PRIVATE LIMITED	03211 of 2016	I	1604-2016	87055 - 87078	D.S.R.-IV, South 24 Pgs.

SCHEDULE "B"

PART - I

"said Unit"

All That a two storied Villa/Bungalow/House consisting of carpet area of Sq.ft. bearing Villa No. situated on the portion of the Phase I Project;

Together With undivided proportionate share in the "**said Plots of Land**", described in *Part-I* of *Schedule "A"* above written as also common parts together

with right to use the common parts in common with the owners/occupants of other Villas/ Bungalows/Houses/ Apartments at the Phase I Project.

PART - II
"Specifications"

Structure	:	RCC framed structure
Living Room/ Dining Area		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Main door	:	Doors Installed
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Bedrooms		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Balcony		
Flooring	:	Tiles
Wall	:	Painted
Ceiling	:	Painted
Railing	:	Railing Installed
Electrical	:	Modular switches
Kitchen		
Flooring	:	Tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Toilets		
Flooring	:	Anti-skid Tiles

Wall	:	Tiles up to false ceiling height
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows with provision of exhaust fan
Sanitary ware	:	WC , Wash basin
Electrical	:	Modular switches
Helper's Room		
Flooring	:	Tiles
Door	:	Door Installed
Helper's Toilet		
Flooring	:	Tiles
Wall	:	Tiles upto Lintel Level
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows

SCHEDULE - "C"

"Club Facilities"

The Proposed Club to be developed by the Developer at the Project shall consist of the under-mentioned facilities for use of the same by the owners/occupants of the Project. The Club shall be provided to the owners/occupants only after the completion of the Project.

CLUB HOUSE
COMMUNITY HALL/BANQUET HALL
CAFETERIA
LOUNGE
AC GYMNASIUM
STEAM ROOM/SAUNA
AV ROOM
MULTIPURPOSE HALL
GUEST ROOMS
LIBRARY
INDOOR GAMES ROOM
CARDS
CHESS
CARROM
SNOOKER

TABLE TENNIS
DART
OUTDOOR SPORTS & HEALTH FITNESS
BADMINTON COURT
BASKET BALL COURT
JOGGING TRACK
CRICKET PRACTICE NET
FITNESS LAWN
KIDS PLAY AREA
OUTDOOR AMENITIES
GRAND PARTY LAWN
AMPHITHEATRE
FESTIVAL PODIUM
BBQ DECK
LANDSCAPED GARDEN
ADDA CORNER
SENIORS CORNER
PET FRIENDLY ZONE
SWIMMING POOL
TODDLERS POOL
JACCUZI
CABANAS
MEDITATION ZONE
YOGA ZONE
OUTDOOR FITNESS CENTER

SCHEDULE "D"

"Extras & Deposits"

- (A) The Extra Charges as and when will be required by the Promoter after execution of these presents are detailed hereinbelow: -

1.	Maintenance Deposit - This amount is payable against 18 months advance maintenance charges for the said Unit That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee(s).	Rs. _____/- plus GST
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2.	Transformer Charges & Electricity Charges & Generator Charges - This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC or any other electricity supply agency for providing and installing transformer at the said Phase I Project. Provided the Allottee(s) shall pay on actual to any other electricity supply agency directly on account of Individual Meter.	Rs._____-/- plus GST
3.	Legal and Documentation Charges (including registry commissioning charges)	Rs._____-/- plus GST
4.	Association Formation Charges	Rs._____-/- plus GST
5.	Extra Development Charges-Amenities	Rs._____-/- plus GST
	Total Extras Charges	Rs._____-/- plus GST

(B) The Deposits as and when will be required by the Promoter after execution of these presents are detailed hereinbelow:-

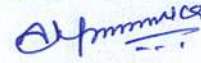
	Sinking Fund Deposit - This amount is payable as funds for future repairs replacement, improvements and developments in the Phase I Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs._____-/-
	Property tax deposit - This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.	Rs._____-/-
	Total Deposits	Rs._____-/-

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

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

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

Joka Vatika Projects



Partner/Authorised Signatory

SIGNED, SEALED AND DELIVERED by
the **Allottee(s)/Purchaser(s)** at Kolkata in
the presence of :

2002

JULY 02

DATED THIS

BEFORE

THE NOTARY PUBLIC FOR THE STATE OF TEXAS

.....

AND

THE RECORDS OF THE COUNTY OF DALLAS

.....

.....

.....

IN WITNESS WHEREOF