DEED OF CONVEYANCE

THIS DEED OF	CONVEYANCE	made o	n this	the	day	of	 TWO
THOUSAND AN	ND						

GRAP DEVELOPERS LLP

Designated Partner / Partner

BETWEEN

GRAP DEVELOPERS LLP (LLP Identification No. ABZ-4820) (PAN: AAZFG0276F) a Limited

Liability Partnership incorporat	ed under the provision of	The Limited Liability	Partnership Act,
2008, having its registered offi	ce at Godrej Genesis, Rooi	n No 1006, 10 th floor,	Block EP & GP,
Sector V, Bidhannagar, Kolkat	a, 700091 West Bengal P	.O: Sech Bhaban and	P.S: Electronics
Complex, represented by its D	esignated Partner	(PAN	l:)
(AADHAAR:), son of	, by N	ationality Indian,
by Faith Hindu, by Occupation	Business and working for g	ain at Godrej Genesis,	, Room No 1006,
10 th floor, Block EP & GP, Secto	or V, Bidhannagar, Kolkata,	700091 West Bengal P	.O: Sech Bhaban
and P.S: Electronics Complex	pursuant to resolution da	ited passed,	authorized and
consented by all the part	tners in the LLP Board	d, hereinafter referr	ed to as the
"DEVELOPER/PROMOTER" (W	hich term or expression sh	all unless excluded by	or repugnant to
the subject or context be deem	ed to mean the present par	tner and/or partners a	nd/or those who
may be taken in and/or admi	tted as partner and/or par	tners and their respe	ctive heirs, legal
representatives, executors, adm	inistrators and assigns) of th	ne FIRST PART:	
	AND		
), (PAN: AAACD8884E		-
(Registration No. 024466) a		,	•
incorporated under the Compa		J	
Road, Nager Bazar, P.S. Dum D		•	
its Director			
), soi	n of	, and working for g	ain at 35 Jessore
Road, Nager Bazaar, P.S. Dun	n Dum P.O. Nagerbazar	Kolkata, West Bengal	700028, as per
resolution dated	$_$ passed by the Board of [Directors, hereinafter re	eferred to as the
"OWNER/VENDOR" (which te	rm or expression shall unl	ess excluded by or re	epugnant to the
subject or context be deemed	I to mean and include its	successor or successor	s in interest and

AND

[If the Purchaser is an individual]

assigns) of the **SECOND PART:**

GRAP DEVELOPERS LLP

**July Numar Say

Designated Partner / Partner

Mr./Ms./Mrs	(Adha	ar No) (PA	N No),	son
/daughter/wife of	, aged about	by occu	ıpation	, by re	ligion	
by Nationality	_, residing at		, hereinaft	er referred	to as	the
"ALLOTTEE/PURCHAS	ER" (which expression	n shall unles	s repugnant to	the contex	t or mear	ning
thereof be deemed to	mean the heirs, exe	cutors, admi	nistrators and	permitted a	ssigns) of	the
THIRD PART:						
		AND				
[If the Purchaser is a Co	mpanyl					
in the ruichaser is a co	прапуј					
	(CIN No		(PAN),	a comp	any
incorporated under the	provision of the com	oanies act, [1	1956 or 2013 as	the case m	ay be], hav	/ing
its registered office a	at	rep	presented by	its authoriz	ed signa	tory
(Pan	No	(Adhaar	No),son/c	daughter/\	wife
of, resid	ing at	_ duly aut	horized vide	board resc	olution da	ated
hereinaft	er referred to as the	"ALLOTTEE	PURCHASER	" (which ex	pression s	hall
unless repugnant to th	e context or meanin	g thereof be	deemed to m	nean the he	irs, execut	ors,
administrators and perr	nitted assigns) of the	THIRD PART:				
		[or]				
		[OI]				
[If the Purchaser is the I	Partnership Firm or a L	LP]				
(PAN	-) a pari	nershin firm	(or a Limited (or Δ I I P) rec	nistered ur	nder
the Indian Partnership						
having its principal pla			represented	•	·	
Partner,(Aadha			•	•		
residing at						 the"
ALLOTTEE/PURCHASE						
thereof be deemed to	•		. 3			
the survivor or survivo				•		
Partner and his /her/ th			ana aaniinisti		.asc surviv	9
. a. a.e. and mayner/ th	c assigns. / or the 11	AM.				
		[or]				

[If the Purchaser is a HUF]

GRAP DEVELOPERS LLP

Designated Partner / Partner

Mr	(PAN No) (Aadhar	No)son of	,
aged about) by occup	ation		by religio	on, by
Nationality	, residing at		, for self a	nd as the	Karta of th	ne Hindu Joint
Mitakshara	Family known as	HUF,	having its	place of	business,	/ residing at
	_ , PAN No) her	einafter refer	red to as the	"ALLOTT	EE/PURCH	ASER" (which
expression s	hall unless repugnant to	the context	or meaning	thereof b	e deemed	to mean and
include the i	members or member for	the time bei	ng of the sa	id HUF, ar	nd their re	spective heirs,
executors, ac	dministrators, and permit	ted assigns a	as well as th	e membei	rs of the s	aid HUF, their
heirs, execute	ors, administrators, succes	ssor in intere	st and permi	tted assigr	s) of the T	HIRD PART:

WHEREAS:

- A. The Vendor herein i.e. DIES & TOOLS LIMITED is the sole and absolute registered owner and/or well and sufficiently entitled to ALL THAT piece and parcel of land admeasuring an area of 3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet more or less equivalent to 53522 Square Feet more or less equivalent to 122.6545133 decimals more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149 appertaining to L.R. Khatian No. 3729 together with brick built buildings thereon situate lying at and being presently Holding No. 65, Calcutta Jessore Road, under Ward No. 25 within South Dum Dum Municipality in Mouza Satgachhi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road and portion of Premises No.9, Calcutta Jessore Road (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the said PREMISES").
- **B.** The Devolution of the Title in favour of the Owner upon the said Premises is more fully mentioned in the **EIGHTH SCHEDULE** hereunder written.
- C. The name of the Owner is duly mutated in the records of the South Dum Dum Municipality vide Assessment No. 1202901505196 under Ward No. 25 of the South Dum Dum Municipality and also mutated in the records of B.L. & L.R.O. having jurisdiction vide L.R.



Khatian No. 3729.

- D. The Owner caused a map or plan duly sanctioned by **South Dum Dum Municipality** being Building permit No. **843** dated **11.10.2023** (hereinafter referred to as **the PLAN**) (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) with an intention to construct erect and complete new seven blocks of buildings at the said Premises comprising of Block A, Block B, Block C, Block D, Block E, Block F and Block G.
- **E.** The Owner caused a Deed of Boundary Declaration dated 16th July, 2024 registered in Book No. I, Volume No. 1506-2024, Pages from 219882 to 219894 being Deed No. 07381 for the year 2024 at the Office of A.D.S.R Cossipore Dumdum in connection with the development of the said premises.
- **F.** By a Development Agreement along with Development Power of Attorney dated 16th July, 2024, registered in Book I, Volume no. 1506-2024, pages from 220083 to 220131 being No. 07380 for the year 2024 at the office of A.D.S.R. Cossipore Dumdum, West Bengal, the Owner with the intent of undertaking the development of the said Premises, granted the exclusive right of development in respect of the said Premises unto and in favour of the Promoter herein for the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) in connection with the development of the Project and Transfer of the constructed areas under which the Owner also granted powers and authorities to the Promoter for development and transfer of constructed areas etc. (hereinafter referred to as the **DEVELOPMENT AGREEMENT**).
- G. In pursuance of the said Development Agreement and the plan, the Promoter became entitled to construct erect and complete new seven blocks of buildings at the said Premises comprising of Block A, Block B, Block C, Block D, Block E and Block F in two Phases. The FIRST PHASE of development shall comprise the said Block _______ (hereinafter referred to as the NEW BUILDING) and the SECOND PHASE of development shall comprise the said Block ______.

Н.	The Promoter has registered the Real Estate Project under the provisions of the West Bengal
	Real Estate Regulation Act at Kolkata onunder Registration No

GRAP DEVELOPERS LLP

Juli Kumay Say

Designated Partner / Partner

1.	The Promoter commenced the work of construction of a new building in FIRST PHASE
	comprising the said BLOCK at the said Premises in accordance with the said
	Plan and informed South Dum Dum Municipality about such commencement vide its letter
	Reference No.:
J.	The Promoter intended to sell and transfer the various flats unit's apartments and sanctioned
	car parking spaces to various intending Allottee/Purchasers in compliance of various laws and
	regulations as applicable.
K.	In terms of Article 11 (11.2 and 11.3) of the said Development Agreement it has been
	agreed between the Promoter and the Owner/s that the gross sale proceeds accruing
	consequent to sale and transfer of any flat/apartment in the said new building will be shared
	between the Owner/s and the Promoter in a manner whereby the Owner/s shall be entitled to
	25% (Twenty five) per cent of such gross receipts and the Promoter shall be entitled to retain
	for itself the remaining 75% (Seventy Five) per cent of such gross sale proceeds and the said
	Development Agreement further provides that the entire payment shall be received by the
	Promoter and the Promoter shall pay to the Owners as per their agreed ratio of 25% of such
	gross sale proceeds.
L.	The Allottee/Purchaser desirous of acquiring on Ownership basis had applied for an
	apartment in the Project vide application no dated and has been allotted ALL
	THAT the Apartment Noon the floor of the new building being BLOCK -
	of the said Premises containing by estimation a CHARGEABLE AREA of
	sq. ft.(Carpet area) (be the same a little more or less) ALONG WITH Balcony having a
	carpet area of sq.ft. Attached to the said flat BOTH corresponding to built-up
	area ofsq.ft. (be the same a little more or less) TOGETHER WITH right to park
	medium size car in the car parking space/s TOGETHER WITH pro rata share
	in the common parts portions areas and facilities of the Real Estate Project (Share In Common
	Areas), the said common parts portions areas and facilities of the Real Estate Project being
	described in THIRD SCHEDULE hereunder written AND TOGETHER WITH the undivided,
	impartible, proportionate and variable share in the land underneath the Said Building, as be
	attributable and appurtenant to the Said Apartment (more fully and particularly mentioned
	and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as
	the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO).

GRAP DEVELOPERS LLP

**Just Numai Say

Designated Partner / Partner

M. By an Agreement for Sale dated ______, the Owner along with the Promoter agreed to sell and transfer the said Apartment and the Properties Appurtenant Thereto in favour of the Allottee/Purchaser herein for a consideration of Rs._____ and on the terms and conditions therein mentioned.

- **N.** The Allottee/Purchaser has from time to time made further payments to the Promoter towards part consideration under and in terms of the said Agreement.
- O. The Promoter has completed the construction of the new building in FIRST PHASE COMPRISING THE SAID BLOCK _______ at the said Premises in accordance with the said Plan and also comprising the said Apartment and the Properties Appurtenant Thereto.
- P. The Promoter having completed construction of the said building duly obtained completion certificate dated ______ bearing Completion Case No._____ issued by the South Dum Dum Municipality.
- **Q.** The Promoter has given Notice to the Allottee/Purchaser to take possession of the said Apartment and the Properties Appurtenant Thereto within **TWO (2) MONTHS** from the date of issuance of occupancy certificate along with the execution and registration of the Deed of Conveyance, which shall be mandatory to take possession.
- R. The Allottee/Purchaser has inspected the said Apartment/Flat constructed and completed by the said Promoter and also of the said car parking space as per the sanctioned plan, with all the common facilities and amenities provided by the Promoter; and the Allottee/Purchaser is satisfied about the lay-out plan, construction of the said Apartment and the materials used as per the specifications mentioned in the FOURTH SCHEDULE hereunder written and about the correctness of the area contained in the said Apartment and is also satisfied about the situation and location of the said car parking spaces. The Allottee/Purchaser is also satisfied with the marketable title of the Owners and the Development rights of the Promoter under the said registered Development Agreement. The Allottee/Purchaser has gone through all the terms and conditions set out in this Deed and have understood his obligations and rights detailed herein. The Allottee/Purchaser hereby confirms that he/she/it is executing this Deed



with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project and acknowledges that the terms and conditions of this Deed are fair and reasonable. Hence the Allottee/Purchaser undertakes not to have any legal recourse of any nature against the Promoter and/or the Owners regarding the same; And the Allottee/Purchaser has agreed to complete the purchase thereof and comply with the Allottee/Purchaser's obligations in terms of the said Agreement.

S. Accordingly the Owners with the consent of the Promoter have agreed to grant conveyance of the said Apartment and the Properties Appurtenant Thereto in consideration of the said agreed price paid by the Allottee/Purchaser and subject to the Allottee/Purchaser covenants obligations responsibilities and also the terms and conditions to be fulfilled and performed and observed by the Allottee/Purchaser hereinafter stated.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement dated made
between the Parties hereto and in consideration of the said aggregate sum of Rs
(Rupees only) well and truly paid to the the Promoter by the
Allottee/Purchaser at or before the execution of these presents (the receipt whereof the said Promoter
do hereby as also by the receipt hereunder written admit and acknowledge and confirm and do
hereby discharge the Allottee/Purchaser and the said Apartment and the Properties Appurtenant
Thereto forever and absolutely from the payment of the same), the Owner herein along with the
Promoter do hereby jointly grant convey sell transfer assure and assign unto the said
Allottee/Purchaser herein ALL THAT the Residential Apartment No containing by estimation a
CHARGEABLE AREA ofsq.ft.(Carpet area) (be the same a little more or less) ALONG
WITH Balcony having a carpet area of sq.ft. attached to the said flat BOTH
corresponding to built-up area ofsq.ft. (be the same a little more or less) more
particularly described in SECOND SCHEDULE hereunder written (" Said Apartment ") on the
floor of the new building being BLOCK comprised in the complex called
""IDENTITY NAGERBAZAR" situated and lying at Municipal Holding No. 65, Calcutta Jessore
Road, Kolkata- 700028 (previously portion of Premises No. 35, Calcutta Jessore Road, being
Municipal Holding Nos. 51 and 53) under Ward No. 25 , within South Dum Dum Municipality in J.L.
No. 20, R. S. No. 154 of Mouza Satgachhi, Nagerbazar P.S. Dum Dum, Sub-Registration Office
Cossipore Dum Dum in the District of North 24-Parganas (more fully and particularly mentioned and



described in the FIRST SCHEDULE hereunder written and hereinafter referred to as "the said **PREMISES")** TOGETHER WITH right to park medium size car in the car parking space/s more particularly described in **SECOND SCHEDULE** hereunder written (Said Parking Space), if any granted AND TOGETHER WITH pro rata share in the common parts portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common parts portions areas and facilities of the Real Estate Project being described in **THIRD SCHEDULE** hereunder written ("**Common Areas**") AND ALSO TOGETHER WITH undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("Land Share"). The Said Apartment, the said Terrace, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **SECOND SCHEDULE** hereunder written (collectively "the said Apartment and the Properties Appurtenant Thereto") AND ALSO TOGETHER WITH all rents issues and profits of and in connection with the said Apartment and the Properties Appurtenant Thereto AND all the estate right title and interest of the Owner into and upon the said Apartment and the Properties Appurtenant Thereto BUT EXCEPTING AND RESERVING such rights easements quasi- easements privileges reserved for any particular Apartment and/or the Society and/or Association of other Allottee/Purchasers (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasieasements and provisions in connection with the beneficial use and enjoyment of the said Apartment and the Properties Appurtenant Thereto(more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said same absolutely and forever and TOGETHER WITH inheritance thereof free from all encumbrances suffered or created by the Owner and/or the Promoter BUT subject to the payment of proportionate share of land revenue, if any, AND also subject to the covenants running with the said land AND also subject to the Allottee/Purchaser performing fulfilling abiding by carrying out and observing the Allottee/Purchaser covenants including the restrictions binding on the Allottee/Purchaser as hereinafter contained relating to use, enjoyment and possession of the said Apartment and the Properties Appurtenant Thereto; AND also subject to the Allottee/Purchaser paying and discharging all Municipality rates taxes and other statutory charges impositions taxes and levies in respect of the said Apartment and the Properties Appurtenant Thereto from the date of delivery of possession/date of commencement of liability whichever is earlier AND also subject to the Allottee/Purchaser paying proportionate share of common expenses and the share of the maintenance charges and the other charges and amounts in respect of the said Apartment and the Properties Appurtenant Thereto to the said Promoter and/or the Holding Organization AND also subject to several terms and conditions and covenants on the part



of the Allottee/Purchaser and to be fulfilled and carried out and performed by the Allottee/Purchaser as herein stated.

And in the premises aforesaid and at the requisition of the Allottee/Purchaser and with the consent of the Allottee/Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Apartment/Unit by the Owners and of the undivided proportionate title to the areas taken up by other Common Areas by the Owners and the Promoter is and shall be deemed to be hereby conveyed to the Allottee/Purchaser in trust and for the benefit of the Association in which the Allottee/Purchaser shall be one of its members without requirement of any act in future on the part of the Owners and the Promoter. Such sale and transfer is intended to ipso facto take effect in favour of the Association immediately upon its incorporation absolutely and shall remain vested with the Allottee/Purchaser in the manner stated above until then. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Allottee/Purchaser.

I. THE OWNERS DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

- 1. The Owners have in pursuance of the said recited Conveyance/s herein below, sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto in the manner herein stated.
- 2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Owners but subject nevertheless to the provisions herein.
- 3. The Allottee/Purchaser shall have exclusive ownership of the said Apartment and the Properties Appurtenant Thereto.
- 4. The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in Third Schedule below). Since the share/interest of the



Allottee/Purchaser in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas of the Real Estate Project along with other occupants/Allottee/Purchasers of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

- 1. The Promoter has in pursuance of the said recited Development, sufficient authority to grant, convey, transfer, assign and assure the said Apartment and the Properties Appurtenant Thereto along with the Owner in the manner herein stated.
- 2. That it shall be lawful for the Allottee/Purchaser at all times hereafter to peaceably and quietly hold, occupy and enjoy the said Apartment and the Properties Appurtenant Thereto without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Promoter but subject nevertheless to the provisions herein.
- 3. 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 Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge.
- 3.1 However it is clarified that the Promoter shall not be liable for any such defects on the following grounds;
- 3.1.1 Any negligence and/or latches on the part of the Allottee/Purchaser.
- 3.1.2 Any act deed or thing on the part of any third party.
- 3.1.3 Any act of vandalism or destruction on the part of any person.
- 3.1.4 Due to any acts or omissions or commissions (of the Allottee/Purchaser or any person appointed by him or acting under him or under his instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole. However If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee/Purchaser.



- 3.1.5 If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/Purchaser taking over possession of the Apartment, the Promoter 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;
- 3.1.6 If there are changes changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/Purchaser, the Promoter 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:
- 3.1.7 If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter 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;
- 3.1.8 If the Allottee/Purchaser in possession now of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- 3.1.9 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 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 Promoter shall get it rectified at its own cost, excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 3.1.10 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee/Purchaser or his / her agents in the manner in which same is required to be maintained.
- 3.1.11 Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof. Warranty for all



consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser/s, the Promoter shall not be responsible for any defects occurring due to the same.

- 3.1.12 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- 3.1.13 on account of any force majeure events.

III. THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANTS WITH THE OWNERS AND THE PROMOTER as follows:

- a. The Allottee/Purchaser acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Apartment/Unit Owners and the Purchaser acknowledges that the Promoter has already formed a Holding Organization in the form of a private limited company/limited liability partnership firm/ Society or Syndicate/Association of Persons (hereinafter referred to as the APARTMENT OWNERS ASSOCIATION/ HOLDING ORGANISATION which both shall have the same meaning whereof context so refers in this deed).
- b. The Allottee/Purchaser agrees to become a member/shareholder of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- c. Since the Holding Organization has been formed by the Promoter, the Adhoc Committee formed stands dissolved.
- d. It is agreed that on completion of the complex and the Owners and the Promoter having sold and transferred all the Units and car parking space of all the buildings under the similar Deeds with the respective the Allottee/Purchasers of the same and on the Promoter receiving the full price and all the other amounts from all the Allottee/Purchasers of all other Units and also from the Allottee/Purchaser under this Deed including all other charges and deposits payable to the Promoter and upon the Owners and the Promoter having already executed registered the final Deeds of Allottee/Purchasers of all the respective Units and car parking space in



favour of all the Allottee/Purchasers including in favour of the Allottee/Purchaser under this Deed, the Promoter shall call upon in writing all the Allottee/Purchasers all the Units including the aforesaid Allottee/Purchaser for taking up the management and the affairs of the said buildings by taking control of the Holding Organization and the Allottee/Purchaser including all other Allottee/Purchasers shall within **three months** take over the management of the common affairs of the said buildings by taking control of the Holding Organization.. The Allottee/Purchaser admits and acknowledges that the maintenance charges shall commence from the date of Notice of Possession and/or completion of the Project vide obtaining occupancy certificate which ever is earlier as also mentioned herein below.

- e. If in spite of such notice the said Allottee/Purchaser and other Allottee/Purchasers of other Units shall fail to takeover charge of the management of the affairs of the said building and the acts relating to the common purpose by taking control of the Holding Organization, the Promoter shall have the option to discontinue and to withdraw from the management and to remove the Promoter and leave the building without any notice to any body and without any liability for damages or consequence or compensation for non availability of the services to the Allottee/Purchaser and other Allottee/Purchasers in the building.
- f. So long as each Apartment in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee/Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from THE DATE OF NOTICE OF POSSESSION to the Promoter or Holding Organization within 7 days from any demand being made. Such proportion is to be determined by the Promoter on the basis of the proportionate area of the Allottee/Purchasers Apartment. However in order to avoid any liability of payment of such proportionate share of all rates and taxes to the Promoter, the Allottee/Purchaser has deposited a security amount with the Promoter/ Holding Organization as mentioned in the Sixth Schedule to the said Agreement.
- g. The Allottee/Purchaser shall be liable from the date of possession or from the date of commencement of liability and also hereafter to bear and pay a share of common expenses to the Promoter or Holding Organization from time to time and in particular and without prejudice to the generality of the foregoing the Allottee/Purchaser shall pay to the Holding Organization, (i) a sum of Rs.25/- per Sq. Ft. on the built-up area of the Apartment towards Sinking Fund as funds for future repairs replacement, improvements and developments in the said Project and this amount shall be and/or may be adjusted against any arrears in maintenance (ii) Rs.72/- per Sq. Ft. on the built-up area of the Apartment towards



Maintenance Deposit as 24 months maintenance charges for the said Apartment at a predetermined rate of Rs.3.00 per sq.ft. (Maintenance charges which will be calculated on the built-up area of the Flat) which can be revised at the time of taking over the maintenance and (3) Rs.36/- per Sq. Ft. on the built-up area of the Apartment towards property tax against proportionate share of Premises Tax for the said Apartment for twelve months, all including GST as applicable and all such deposits shall carry no interest..

- h. The Promoter/ Holding Organization/ association of Allottee/Purchasers shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchasers and/or Holding Organization to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- i. The service areas, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee/Purchasers formed by the Allottee/Purchasers for rendering maintenance services in accordance with the provisions of the West Bengal Apartment Ownership Act 1972.
- j. The Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized.
- k. The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings



therein or Common Areas. The Allottee/Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows and the walls of the balcony and shall also not put tiles thereupon or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee/Purchaser shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

- I. The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Holding Organization and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- m. The Allottee/Purchaser hereby acknowledges that since some of the parking spaces shall be dependable between the Allottee/Purchasers of the project, proper co-operation with utmost courtesy should be maintained between such Allottee/Purchaser in order to have a smooth and efficient use and occupation of such car parking spaces and all rules and regulations framed by the Association or the Holding Organization shall be strictly followed and observed in connection with the same.
- 18.1 The Allottee/Purchaser hereby agreed to purchase the Apartment/Apartment and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Promoter/Holding Organization/Association of the Allottee/Purchasers as the case may be and performance by the Allottee/Purchaser of his/her obligation in respect of the terms and conditions specified by the Holding Organization or the Association of Allottee/Purchaser/s from time to time.
- 18.2 The Promoter shall always have the right and absolute authority to construct additional floors on the said building,, which will contain the said Apartment/Unit as may be permitted by the South Dum Dum Municipality and within the provisions of the Act and the Allottee/Purchaser will not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused if any, due to such constructional activities for the said construction of additional floors and will not be entitled to claim any compensation in that behalf and upon construction of additional floors the rights and undivided share of the Allottee/Purchaser in the land of the said premises shall also consequently vary and stand



reduced proportionately and in that case the Allottee/Purchaser shall not be entitled to claim any abatement or reduction in purchase price or claim any compensation or damages whatsoever.

- 18.3 That the Promoter shall not be liable if there is any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee/Purchaser.
- 18.4 The Allottee/Purchaser shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee/Purchaser and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee/Purchaser or the servants agents licensees or invitees of the Allottee/Purchaser and/or any breach or non-observance on-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee/Purchaser.
- 18.5 The tax deduction at source (TDS) under the Income Tax laws if applicable and has been deducted by the Allottee/Purchaser(s) on the consideration paid to the Promoter and the same shall be deposited by the Allottee/Purchaser to the concerned authority within the time period stipulated under law and the Allottee/Purchaser(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee/Purchaser(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee/Purchaser under this Deed and the amount thereof shall be treated as outstanding.
- 18.6 The Allottee/Purchaser hereby agrees to observe and perform the following stipulations, regulations and covenants as House Rules and as usage of the said Apartment.

ALLOTTEE/PURCHASER'S COVENANTS – HOUSE RULES/USAGE

After the Allottee/Purchaser has taken over possession of the said Apartment the Allottee/Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Allottee/Purchaser and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Promoter and/or the Holding Organization.



- c) TO ALLOW the Promoter and/or their authorized representative and/or the Holding Organization enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building and/or common parts/areas and wholly for the said Apartment and/ or to make deposits on account thereof in the manner mentioned hereunder including GST to or with the Promoter and/or the Holding Organization. Such amount shall be deemed to be due and payable on and form the date of possession whether actual possession of the said Apartment/Unit has been taken or not by the Allottee/Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Promoter and/or the Holding Organization as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment/Unit wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment.
- k) Use the Community Hall for small functions of their families or for the meeting of Allottee/Purchaser of flat or for the use of any function / meeting by all the Allottee/Purchaser of flat of the project. Although the Community Hall shall be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

The Allottee/Purchaser hereby further covenants by way of negative covenants as follows:



- a) NOT TO sub-divide the said Apartment/Unit and/or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee/Purchaser's enjoyment of the said Apartment/Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Apartment/Unit any goods of hazardous or combustible nature or which are to heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment/Unit save and except at the places, which have been specified in the said Apartment/Unit for such installation and to follow the guidelines for laying of pipeline as directed by the Promoter or the Holding Organization.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious of offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their Apartment any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring



- any slaughtered animal and/or bird openly though the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other Owner/s and/or occupiers of the said residential complex.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other Owners and/or occupiers.
- NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment/Unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or 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 Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment/Unit which in the opinion of the Promoter / Holding Organization differs from the colour scheme of the building or deviation or which in the opinion of the Promoter and/or the Holding Organization may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Promoter and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Promoter / Architect or the Holding Organization.



- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Apartment/Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter /the Holding Organization and/or any concerned authority.
- t) THE ALLOTTEE/PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Allottee/Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Promoter / the Holding Organization to the Allottee/Purchaser and also the other Owners of the units in the said Premises at their cost.
- u) NOT TO use the said Apartment/Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such



- celebrations shall not continue beyond 10 p.m. and music, if any played, shall be within tolerable limits, so as no objection is raised from any other occupants.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Promoter / Holding Organization.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Promoter and/or the Holding Organization.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Promoter and/or the Holding Organization.
- bb) In the event of nonpayment of such services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 12 % per annum to the Promoter and/or the Holding Organization and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Promoter and/or Holding Organization may have the Promoter and / or the Holding Organization shall be entitled to and the Allottee/Purchaser hereby consents to the:
 - 1. To discontinue the supply of electricity.
 - 2. To discontinue / disconnect the supply of water.
 - 3. To withhold the services of lifts to the Allottee/Purchaser and the members of their families and visitors and the same shall not be restored until such time the Allottee/Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 - 4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Allottee/Purchaser to the Promoter/ Holding Organization, the Promoter / Holding Organization as the



case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 12 % per annum.

And such facilities shall not be restored until such time the Allottee/Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Promoter/Holding Organization in respect of any proceedings brought about to collect such unpaid common area maintenance charges or to enforce any lien in respect of such unpaid common area maintenance charges shall be on account of the Allottee/Purchaser.

dd) That Allottee/Purchaser shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed new building in the said project and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the new building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

CAR PARKING:

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Allottee/Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee/Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- d) THE Allottee/Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).



- e) THE Allottee/Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Allottee/Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee/Purchaser to clean up the entire space.
- g) THE Allottee/Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Holding Organization.
- j) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Allottee/Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- k) any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee/Purchaser shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor. (j) In case the Allottee/Purchaser is provided facility of parking in the Mechanical Parking System, the Allottee/Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof.
- I) The Allottee/Purchaser accepts and acknowledges that any use of the parking facility if allotted to the Allottee/Purchaser in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Promoter or the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- n) In case the Promoter finds demand of parking facility to be more than the current capacity of the Project The promoter at his own discretion make additional multilevel mechanized parking in place of open car parking's and for that to modify existing sanctioned building plans, the Allottee/Purchaser gives his approval for the same. The Promoter has the right to take decision on evaluating the no. of mechanical needed as



per the demand by the Allottee/Purchaser. If the promoter finds that the mechanical car park in high or low accordingly he will install the mechanical car park units.

(The aforesaid negative covenants are independent of each other and are capable of being enforced independently).

- All letters, receipts and/or notices issued by the Promoter herein or the Holding Organization /association of Allottee/Purchasers vide Emails/SMS to the Allottee/Purchaser will be sufficient proof of receipt of the same by the Allottee/Purchaser and shall effectually discharge the Promoter herein or the Holding Organization /association of Allottee/Purchasers. The Allottee/Purchaser, however, shall not be entitled to plead non-service by the Promoter herein or the Holding Organization/association of Allottee/Purchasers non-receipt by the Allottee/Purchaser of any notice, if such notice in writing has been duly displayed by the Promoter or the Holding Organization/association of Allottee/Purchasers at a prominent place at the said building. Notices by Email/SMS shall be acceptable and acknowledged by the Allottee/Purchaser and sending of notice by the Promoter herein or the Holding Organization /association of Allottee/Purchasers to the Allottee/Purchaser by post will be only precautionary and not compulsory.
- **V.** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

THE FIRST SCHEDULE ABOVE REFERRED TO (PREMISES)

ALL THAT the demarcated piece or parcel of Land admeasuring an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to 53522 Square Feet more or less equivalent to **122.6545133 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with tin-shed shed and structures thereon having a



total area of **12175 sq.ft.** more or less situate lying at and being presently **Holding No. 65, Calcutta Jessore Road, Kolkata- 700028** under **Ward No. 25**, within South Dum Dum Municipality in J.L. No. 20, R. S. No.154 of Mouza Satgachhi, Nagerbazar P.S. Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road, being Municipal Holding Nos. 51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road and more fully delineated in the Site Plan annexed hereto and marked within "Red Borders":

OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Residential Apartment No containing by estimation a CHARGEABLE AREA of
sq.ft.(Carpet area) (be the same a little more or less) ALONG WITH Balcony having a
carpet area of sq.ft. Attached to the said flat BOTH corresponding to built-up area of
sq.ft. (be the same a little more or less) on the floor of the new building in
BLOCK comprised in the complex called ""IDENTITY NAGERBAZAR" at Municipal Holding
No. 65, Calcutta Jessore Road, Kolkata- 700028 (previously portion of Premises No. 35, Calcutta
Jessore Road, being Municipal Holding Nos. 51 and 53) under Ward No. 25, within South Dum Dum
Municipality in J.L. No. 20, R. S. No. 154 of Mouza Satgachhi, Nagerbazar P.S. Dum Dum, Sub-
Registration Office Cossipore Dum Dum in the District of North 24-Parganas and more fully
mentioned in the First Schedule herein above TOGETHER WITH pro rata share in the common parts
portions areas and facilities of the Real Estate Project (Share In Common Areas), the said common
parts portions areas and facilities of the Real Estate Project being described in THIRD SCHEDULE
hereunder written AND TOGETHER WITH undivided, impartible, proportionate and variable share in
the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment
(PLAN ANNEXED AND MARKED WITHIN BORDERS)
ALL THAT right of parking medium size motor car/s in the covered car parking spaces
on the ground floor/Multilevel stack at the ground floor of the said premises more fully mentioned
in the First Schedule herein above. (PLAN ANNEXED AND MARKED WITHIN BORDERS
AND CAR PARKING SPACE EARMARKED)

THE THIRD SCHEDULE ABOVE REFERRED TO:

GRAP DEVELOPERS LLP

Jul Numay Jay

Designated Partner / Partner

(COMMON PARTS PORTIONS AREAS AND AMENITIES)

AT GROUND FLOOR:

- Entry/Exit Gate
- Security Room
- Drive Way
- Landscape Garden
- Multilevel Car Parking
- Water Features
- Diesel Generator
- Transformer (CESC)
- Electricity charging facility for Vehicles

AMENITIES

- AC Gymnasium
- AC Community Hall
- AC Indoor game
- Temple Area
- Well decorated Drop Off Zone
- Wide Drive Way
- Grand Entrance

ROOFTOP AMENITIES

- Swimming Pool
- Jogging Track
- Senior Citizen Zone
- Open Fitness Zone
- Star Gazing Deck
- Sitting Cabana
- Yoga Deck
- Natural Chess Board
- Party Zone
- Ladies Seat Out Zone

GRAP DEVELOPERS LLP

Jud Rumay Say

Designated Partner / Partner

- Screen Plex
- Adda Zone
- Sky Bridge

OTHERS

- Lifts
- Intercom
- CCTV
- Domestic Water Distribution System
- Drainage and Sewerage Treatment Plant (STP)
- Water Treatment Plant (WTP)
- Overhead Tank
- Water Pipe Lines and Other Plumbing Installation
- Pump Room & Motors Installations
- Electric Ducts
- Common Passage
- All Staircases of the Complex Along With Their Full And Half Landings With The Stair Covers On The Ultimate Roof
- Common Areas With Internal Roads
- Common Toilets with Bathrooms
- Admin Office
- Boundary Walls and Boundary Lights
- Transformer Electrical Wiring Meters, Common Db, Electrical Panels, Concealed Electrical Wiring, Fittings and Fixtures for Intercom/Epabx with Connections to Each Individual Flat From The Main Gate
- Lights in the Staircase, Lobby, Admin Offices, Security Guard Maintenance Staff Rest Rooms and Other Common Areas.
- Street, Landscape Area (Excluding those as are Installed for any Particular Unit and Spaces required therefore)

THE FOURTH SCHEDULE ABOVE REFERRED TO

[SPECIFICATIONS]

PART - I

GRAP DEVELOPERS LLP

full rumay Say

Designated Partner / Partner

(Specification of Construction of units/flats/apartments)

1. Foundation:

♦ Reinforced concrete Cement Structure.

2. Wall Finish

- ♦ Interior: Conventional brickwork with Putty.
- ♦ Exterior: Weather Coat Paint.

3. Flooring:

- ♦ Living/Dining: Vetrified Tiles.
- ♦ Rooms: Vetrified Tiles.
- ♦ Bathrooms and Kitchen: nonskid Ceramic/ Vetrified tiles.
- ♦ Stairs and Lobby: Marble/Granite/stone/Vetrified tiles.

4. Doors:

- ♦ Wooden frame with flush door.
- ♦ Toilets PVC frames with PVC doors.

5. Windows:

- ♦ Aluminum Sliding Window (power coated).
- ♦ Glass Railing in Balcony.

6. Kitchen:

- ♦ Counter with Granite Top.
- ♦ Glazed tiles upto 3' (three feet) above the counter.
- ♦ Stainless Sink.

7. Toilet:

- ♦ Concealed Pipeline.
- ♦ Hot and Cold water line in toilet.
- ♦ Glazed tiles upto door height.
- ◆ C.P. Bath and Sanitary Fittings of reputed make.

8. Electricals:

- ♦ Concealed copper wiring with Modular Switches.
- ♦ T.V. and Telephone Point in Living Room.
- ♦ AC point in Living/Dining and Master Bedroom.

9. Entrance Lobby:

- ♦ Marble/Granite/Stone/Vitrified tiles.
- Overhead illumination in common area and staircases.
- ♦ Lift of KONE Brand.



10. Others:

(Available to the Allottee/Purchasers/Allottee/Purchasers only after completion of all the 3. of Blocks).

- ♦ 60% Open Space.
- ♦ AC community Hall with Landscaped Lawn.
- ♦ AC Gymnasium.
- ♦ AC Indoor Games Room.
- ♦ Swimming Pool
- ♦ Multisport Court

2 bedroom guest House

- ♦ Landscaped gardens.
- ♦ 24 Hrs.High Security
- ♦ Elevators.
- ♦ Car Parking.
- ♦ Generator with provision of 750KW for 2 BHK unit and 1000 KW for 3 BHK unit.

THE FITH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions of the building and the complex and also the outer walls of the building/s and parking spaces and also for security of the said building and the complex.
- 2. The salaries of all persons employed for the same purpose.
- 3. All charges and deposits for supplies of common utilities.
- 4. Municipal taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment/Unit.
- 5. Costs and charges of establishing for maintenance of the building and the complex and for watch and ward staff of the same.
- 6. All litigation expenses appertaining to the maintenance and protection of the said building and the complex and disputes regarding claims and/or demands from the Municipality and/or other Legal Authorities.
- 7. The office expenses incurred for maintaining the office for common purposes.
- 8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottees and occupiers

GRAP DEVELOPERS LLP

Jul Numay Saf

Designated Partner / Partner

- including Promoter.
- All expenses referred to above shall be borne by the Allottee from date of notice as to completion of Unit and for taking possession of Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Promoter and/or the Holding Organization.

- The right in common with the Allottee/Purchasers and/or other person or persons entitled to
 the other part or parts of the Building/Complex as aforesaid for the ownership and use of
 common part or parts of the Building including its installations staircases open spaces in
 ground floor covered spaces electrical installations and other passages.
- 2. The right of passage in common with the Allottee/Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building/Complex through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
- 3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Allottee/Purchasers by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
- 4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building/Complex for the purpose of ingress and egress to and from such other Part or parts of the Building/Complex, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building/Complex.
- 5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.



THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Allottee/Purchasers to be enjoyed along with other co-occupiers.

- i. The Allottee/Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the SIXTH SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/or the other Allottee/Purchasers and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, bore well, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee/Purchasers or any person deriving title under the Allottee/Purchasers or the servants agents employees and invitees of the Allottee/Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottee/Purchasers of the said Housing Complex and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over



the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(Devolution of Title)

WHEREAS at all material times, one Behari Lal Dutt was absolutely seized and possessed of and/or well sufficiently entitled to as sole and absolute owner of piece and parcel of Maurashi Mokarari land situated lying at and being Premises No.25, Jessore Road, within South Dum Dum Municipality in Mouza Satagachi, Nagerbazar, District 24-Parganas (the said land).

AND WHEREAS by a Deed of Trust dated 08.02.1934, registered at the office of Registrar of Assurance, Calcutta vide Book No. I, Volume No. 19, Pages from 170 to 180, **Being No. 0417** for the year 1934, made between the said Behari Lal Dutt as Settlor therein of the One Part and Kartick Chandra Dutt and Panchanon Dutt, both sons of the said Behari Lal Dutt, as the Trustees of the Other Part, the said Behari Lal Dutt did for the consideration therein mentioned grant, transfer and convey the said land unto the said Trustees Kartick Chandra Dutt and Panchanon Dutt, To have and To Hold the same for the said Settlor Behari Lal Dutt during the term of his natural life and upon his demise upon the Trusts and subject to the conditions therein particularly mentioned.

AND WHEREAS the said Behari Lal Dutt died intestate on the 10.02.1934 and the said Kartick Chandra Dutt carrying out and executing the Trusts as in the said Deed of Trust mentioned jointly with the said Panchanon Dutt, died on 10.03.1938 leaving behind him surving his two sons namely Ananta Kumar Dutt and Chand Kumar Dutt and Srimati Niharbala Dassee being the widow of his pre-deceased son Premtosh Dutt as his legal heirs. His wife Srimati Subasini Dassee had pre-deceased him.

AND WHEREAS by a Deed of Relinquishment and Agreement dated 5th April,1938 made between the said Srimati Niharbala Dassee of the One Part and the said Ananta Kumar Dutt and Chand Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.58, Pages 80 to 89, **Being Deed No.1370** for the year, 1938, the said Srimati Niharbala Dassee did relinquish and surrender all her right, title and interest in the entire estate of the said Kartick Chandra Dutt in favour of the said Ananta Kumar Dutt and Chand Kumar Dutt as in the said Deed particularly mentioned.



AND WHEREAS by a Deed of Appointment of New Trustee dated 9th May,1938 made between the said Panchanon Dutt of the One Part and the said Ananta Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.53, Pages 254 to 257, Being **Deed No.1732** for the year, 1938, the said Panchanon Dutt as sole surviving Trustee in exercise of the powers in that behalf and according to the provisions contained in the said Deed of Trust did appoint the said Ananta Kumar Dutt to be the Trustee in the place and stead of the said deceased Kartick Chandra Dutt to hold the Trust Estate including the said land upon the Trusts and subject to the conditions as mentioned in the said Deed of Trust.

AND WHEREAS subsequently the said land being Premises No.25, Calcutta Jessor Road was recorded as **Premises No.35**, **Calcutta Jessore Road**.

AND WHEREAS by an Indenture dated 06.05.1960, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 71, Pages from 84 to 93, Being No. 2256 for the year 1960, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, sold, transferred and conveyed ALL THAT piece and parcel of Maurashi Mokrari land admeasuring an area of 4 Bighas 19 Cottahs 6 Chittacks and 19 Square Feet be the same a little more or less together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion of the said Premises No.35, Calcutta Jessore Road, within 24-Parganas and comprised in Mouza Satagachi, Nagerbazar, J.L. No.21, District 24-Parganas within C.S. Dag Nos. 841 (Part) and C.S. Dag No.842 in old Khatian No.25, C.S. Dag Nos.844, 845 in old Khatian No.248, C.S. Dag No.899 (part) in old Khatian Nos.349,25 and C.S. Dag No.910 in old Khatian No.364 unto and in favour of the Purchaser being the said Dies and Tools Ltd., for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS by another Indenture dated 28.04.1961, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 68, Pages from 33 to 43, **Being No.2053** for the year 1961, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, further sold, transferred and conveyed **ALL THAT** piece and parcel of Maurashi Mokrari land admeasuring an area of **7 Chittacks and 21 Square Feet** be the same a little more or less situate lying at and being a divided and demarcated portion formed out of the remaining portion of the Premises No. 35, Calcutta Jessore Road, within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar,



District 24-Parganas within C.S. Dag Nos. 841 unto and in favour of the Purchaser being the said **Dies** and **Tools Ltd.**, for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS by an Indenture (Deed of Exchange) dated 29.07.1964, registered at the office of Sub-Registrar, Dum Dum vide Book No. I, Volume No.85, Pages from 150 to 155, Being No.6247 for the year 1964, and made between one Ghewar Chand Rampuria on the One Part and the Present Owner i.e. Dies and Tools Ltd on the Other Part, the said Ghewar Chand Rampuria transferred one demarcated piece and parcel of land having an area of 1 Cottah, 14 Chittacks and 9 sq.ft. more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.9, Calcutta Jessore road (formerly 24, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.788 (part) unto and in favour of the said Dies and Tools Ltd., in exchange of one demarcated piece and parcel of land having an area of 4 Cottahs, 12 Chittacks and 28 sq.ft. more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.36/1, Calcutta Jessore road (formed out of 35, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.841 (part) and C.S. Dag No.899 (part) from the said Dies and Tools Ltd., which the said Ghewar Chand Rampuria got entitled to thereto.

AND WHEREAS pursuant to aforesaid, the Present Owner i.e. Dies and Tools Ltd became the sole and absolute owner of ALL THAT piece and parcel of land admeasuring an area of 4 Bighas 16 Cottahs 15 Chittacks and 21 Square Feet be the same a little more or less together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion formed out of the remaining portion of the Premises No.35, Calcutta Jessore Road, within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar, District 24-Parganas within C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 (the said land).

AND WHEREAS subsequently, after the Revisional Settlement (R.S.) came into force and during the new survey, the said C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 were recognized and identified as **R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728,** where under the name of the Present Owner i.e. **Dies and Tools Ltd** reflected in the Revisional Settlement (R.S.) in the following manner **under which an area of 7.92 decimals** was found recorded which included the area of 1 Cottah, 14 Chittacks and 9 sq.ft. more or less received by the Present Owner i.e. **Dies and Tools Ltd vide recited** Indenture (Deed of Exchange) dated 29.07.1964.



R.S.DAG NO.	AREA (IN ACRE)	TOTAL AREA
2607	0.0792	
2701	0.1256	
2702	0.0918	
2703	0.2014	
2724	0.1569	1.5917 acre equivalent to
2725	0.0290	159.17 decimals equivalent
2726	0.2982	to 96.4666 Cottahs
2727	0.5368	
2728	0.0728	

AND WHEREAS subsequently after the L.R. Settlement came into effect, the said R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728 were recognized and identified as **L.R. Dag Nos. 2015, 2122, 2123, 2124, 2145, 2146, 2147, 2148, 2149**.

AND WHEREAS the owner got its name mutated in the Assessment records of the South Dum Dum Municipality vide Assessment **No.1202901505196** and the said land was reassessed and renumbered as **Holding No.65**, **Calcutta Jessore Road** under Ward No.25 of the South Dum Dum Municipality being previously portion of Premises No.35, Calcutta Jessore Road being Municipal Holding Nos.51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road.

AND WHEREAS the Owner herein caused a demarcated area of **22.63 Cottahs** more or less out of the total area of the land and being demarcated portion of Premises No.35, Jessore Road, P.S. Dum Dum, Kolkata 700028 being Municipal Holding Nos.51 and 53, comprised in C S Dag Nos.841 (Part) and 842 Dag Nos.844 and 845 and Dag No.899 (Part), J.L. No.20, R.S. No.156, in Touzi No.160, Mouza Satgachi in the District of North 24 Parganas, duly developed as a Project through a builder having separate **Holding Number being Holding No.65/18, Jessore Road,** North 24 Parganas as per a plan sanctioned by then Sanctioning Authority.

AND WHEREAS the owner has its name mutated in the Assessment records of the concerned BL&LRO for an area 151.25 decimals out of which an area of 3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet more or less equivalent to 122.6545 decimals more or less under L.R. Khatian No.3729 is the subject matter of development.

AND WHEREAS In the circumstances, the Owner/Vendor became the absolute, undisputed and recorded owner of the said Premises absolutely and forever free from all encumbrances and charges



whatsoever sand has been paying all rates and taxes to the Municipality as well other Competent Authority including B.L. & L.R.O. having jurisdiction.

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

SIGNED AND DELIVERED by the PROMOTER at Kolkata in the presence of: SIGNED AND DELIVERED by the OWNER/S at Kolkata in the presence of: SIGNED AND DELIVERED by the ALLOTTEE/PURCHASER at Kolkata in the presence of: All in the presence of common: Witnesses: Signature_____ Signature_____ Name _____ Name _____ Father's Name _____ Father's Name _____



Address	Address
Drafted by :	
(Enrollment No. F-517/01)	
Kapil Lath, Advocate (High Court)	
M/s S.K. Lath Co.,	
Advocates,	
6A, K.S. Roy Road, 2 nd floor,	
Kolkata-700001.	
RECEIVED from the within named Allottee/Purch	aser the within mentioned sum of Rs.
paid at or before the execution of these presents	as per memo below.

RECEIPT AND MEMO OF CONSIDERATION

SI. No.	Cheque/DD No.	Date	Name of the Bank	Amount
				(in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				



	(Promoter)
WITNESSES:	
Signature	
1. Name:	
Signature	
2. Name:	