

This **Deed of Conveyance** executed on this _____ day of _____, Two Thousand and _____,

Between

Oval Developers Private Limited, (CIN No.U70101WB2005PTC103517) (PAN No.AAACO7628P) a company within the meaning of the Companies Act, 2013 having its registered office at Mansarovar Building, 3B Camac Street, Kolkata – 700 016 hereinafter referred to as “**Owner**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**

AND

GODREJ AMITIS DEVELOPERS LLP (AAD-1617) (PAN No.ABBFA8013D), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns), through its authorized

representative Mr./Ms. _____ authorized vide Board Resolution dated _____ of the
SECOND PART ;

AND

[If the Allottee is a company]

_____. (CIN No. _____) a company within the meaning of Companies Act, 2013, having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____), represented by its authorized partner _____, (Aadhar No. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Mrs. _____ (Aadhar No. _____), son/daughter of _____, aged about _____ years, residing at _____ (PAN _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____), son of _____, aged about _____ years, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (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).

herein after referred to as the “**Purchaser/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **THIRD PART**.

The Owner, Developer and the Purchaser/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Owner herein has, vide a Deed of Conveyance dated 23.03.2017 and registered in the office of Additional District Sub Registrar, Bishnupur, in Book No. I, Volume no. 1613-2017, Pages from 30375 to 30401, being no.161301475 for the year 2017 purchased and acquired all that pieces and portion of land admeasuring 77 Decimals equivalent to 0.77 Acres morefully described in Schedule A hereunder written and shown delineated by RED colour boundary line on the Plan thereof hereto annexed as Annexure A, hereinafter referred to as the “**Project Land**” and as described in the **Schedule “A”** hereunder written. By and under a Supplementary Development Agreement dated 22nd July 2019 and registered in the office of Additional Registrar of Assurances IV, Kolkata, in Book no. I, Volume no.1904-2019, Pages from 352559 to 352673 being Deed no.190407260 for the year 2019, made between the Owner and the Developer herein, had exclusively and irrevocably granted unto the Developer the Development Rights in respect of land measuring about 0.77 acres of lying and situated in District South 24 Parganas, P.S. Bishnupur, Mouza: Sarmaster Chak, in J.L. No.17, L.R. Khatian No. 609 comprised in L.R Dag No.2 a, morefully described in Schedule of the said Supplementary Development Agreement which is same as Schedule “A” thereunder written and shown in Red colour hash lines on the Plan thereto annexed as ‘Annexure A’ at and for consideration and on the terms and conditions more particularly set out therein.

- B. In terms of the said Supplementary Development Agreement dated 22nd July 2019 made between the Owner herein and the Developer, the Owner herein also executed a Power of Attorney dated 8th August 2019 duly registered with the Additional Registrar of Assurance – IV, Kolkata in Book – I, Volume No. 1904-2019, Pages 380295 to 380331, being No. 190407947 for the year 2019 whereby the Owner have appointed the Developer as its constituted attorney and inter-alia authorized the Developer to negotiate for sale and transfer of the new building or part thereof to be constructed at the Project Land and to enter into or make agreement for sale or any other agreement and conveyance with the intending Purchaser/s in respect thereof and to receive consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
- C. By virtue of the aforesaid acts and deed the Owner became the legal, rightful and exclusive owner of and otherwise are well and sufficiently entitled to the Project Land with clear and marketable title free from all encumbrances, impediments and the Owner hold vacant and peaceful possession of the Project Land with certain existing structures which the Developer shall have the right to demolish at its discretion at any time without requiring any consent or approval of the Owner morefully described in **Schedule “A”** hereunder.
- D. The Owner has demarcated the Project Land and has completed the fencing around the peripheral boundary of the entire Project Land.
- E. The Owner had applied for and obtained mutation in respect of the said entire Project Land before the Block Land & Land Reforms Office, at Bishnupur, South 24 Parganas and also applied for conversion of the said entire Project Land before the Sub-Divisional Land and Land Reforms Officer, South 24 Parganas and by an Memo dated 6/P/6/1420 dated 14.11.2017 the nature of the Project Land has been converted to “Garage”.
- F. The said Project Land is earmarked for the purpose of building a Commercial Parking Space comprising inter-alia Multi Level Car Parking Space and the said space shall be known as **“GODREJ SE7EN MLCP D2”**, (hereinafter referred to as the **“Project”**).

- G. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Project Land on which the Project to be constructed have been completed.
- H. The Developer has submitted the Notice of Commencement under the prescribed format before South 24 Parganas Zilla Parishad on 10.01.2020. The said Notice was duly acknowledged by said Zilla Parishad on _____.
- I. The Developer has obtained the final layout plan, sanctioned plan from Zilla Parishad, South 24 Parganas having No. 475/605/Rev/2/KMDA dated 25.11.2019, also specifications and approvals for the Project. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. _____.
- K. The Purchaser/s had applied for _____ parking space in the Project vide application dated _____ and has been allotted parking space being no. _____, located at _____ having carpet area of _____square meter/_____square feet, on _____ floor in in the Project, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**Unit**”) more particularly described in **Schedule “A”** and the floor plan or the Unit is annexed hereto and marked as **Schedule “B”**;
- L. By virtue of the aforesaid acts and deeds the Owner has become the legal, rightful and exclusive owner of and otherwise is well and sufficiently entitled to the PROJECT LAND with clear and marketable title free from all Encumbrances, impediments and the Owner holds vacant and peaceful possession of the PROJECT LAND with certain existing structures which the Developer shall have the right to demolish at its discretion at any time without requiring any consent or approval of the Owner morefully described in **Part I of Schedule A** hereunder written.

- M. The Owner has also obtained no objection from the Urban Land Ceiling Department in respect of the ceiling limit of the Owner in the entire PROJECT LAND vide letter no. 1978/ULC/Alip/2019 dated 27.05.2019.
- N. That AMITIS DEVELOPERS LLP has now become GODREJ AMITIS DEVELOPERS LLP (the “DEVELOPER” herein) by virtue of a Fresh Certification of Incorporation Consequent upon Change of Name issued by the Government of India, Ministry of Corporate Affairs in pursuance to Rule 20(3) of the LLP Rules, 2009 on and from 24th December, 2019.
- O. In pursuance of and in terms of the said building plan, the Developer at its own cost and expenses has started construction of “**GODREJ SE7EN MLCP D2**”. Thus, the Developer is thus seized and possessed of and otherwise well and sufficiently entitled to the Project Land, which is more particularly described in the **Part I of Schedule A** hereunder written.
- P. The PROJECT LAND is presently accessible from Diamond Harbour Road.
- Q. The Developer has completed the development of one of the phase of the said Layout, which phase is to be developed on a portion thereof of the said Project Land more particularly described in the **Schedule A** hereunder written and shown delineated by red colour boundary line on the Plan thereof hereto annexed as **Annexure A** in the name and style of “**GODREJ SE7EN MLCP D2**” for predominantly commercial use comprising of _____ Floors. .
- R. The Developer has fully constructed and completed a Commercial Parking Space comprising inter-alia Multi Level Car Parking Space in accordance with the said sanctioned building plans on 25.11.2019 and received the Completion Certificate being _____ dated _____ from Zilla Parishad, South 24 Parganas.
- S. The Purchaser/s has inspected, scrutinized and is satisfied with the Owner’s right, title and interest to the PROJECT LAND as well as project land, the Owner’s and Developer’s rights and interest in the project named “**GODREJ SE7EN MLCP D2**”_ developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Owner and the Developer that, under law, the Purchaser/s is/are eligible to purchase the aforesaid Commercial Parking Space and there are no restrictions on the Purchaser/s to obtain conveyance under this Deed from the Owner and the Developer and as such the Owner and Developer are executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

T. At the request of the Owner and the Developer have joined as party to this Deed of Conveyance to confirm the rights of the Purchaser to use the Common Areas and Facilities along with the said UNIT.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. Definitions, Acknowledgement, confirmation and disclaimer:

1.1 Definitions:

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

- ii. **APEX BODY:** shall mean a body to be created under relevant laws by the Developer to take over the overall charge of the said Project from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any Association formed under the Relevant Laws.

- iii. **ARCHITECTS:** shall mean M/s. Salient, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the Project.

- iv. **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.

- v. **CARPET AREA:** means the net usable floor area of Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Unit.

- vi. **COMMON AREAS:** shall mean the areas common to the Unit in the Project, which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases,

lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, water supply systems, sewage and drainage systems, specifically for the purpose of common use by Co-Purchaser/s and/or Co-Occupiers of the Project Land, and all other portion of the Project including those necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "E" and "F"**, hereunder written.

- vii. **CO-PURCHASER/S**: according to the context shall mean all the buyers and/or Purchaser/s and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Developer.
- viii. **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards repair, maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Purchaser/s, and all other expenses for the common purposes of the Project, to be contributed, borne, paid and shared on actual by the Co-Purchaser/s and also for the common areas as described in **Schedule "E" and "F"** hereunder written.
- ix. **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendering common services in common to the Co-Purchaser/s as described in **Schedule "E" and "F"**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Purchaser/s and relating to their mutual rights and obligations for the beneficial usage of their respective Units exclusively, and the Common Areas and Service Installations in common.
- x. **COMPLETION NOTICE**: shall mean the notice contemplated in Clause 7.

- xi. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Purchaser/s takes actual physical possession of the Unit after fulfilling all his liabilities and obligations in terms of this Agreement or the date next after expiry of the Completion Notice irrespective of whether Purchaser/s take actual physical possession or not. The Purchaser/s liability will commence either on expiry of Completion Notice or on the date of taking possession whichever is earlier.
- xii. **FORCE MAJEURE**: means delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer;
- xiii. **MAINTENANCE BODY**: shall mean and include the Developer or its Agency till the Developer is managing the maintenance of the Project. Post hand over of the management of the Project by the Developer, the Apex Body shall be considered as the Maintenance Body.
- (i) **NON REFUNDABLE AMOUNT**: shall mean (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as per Developer's policy and (d) all taxes paid by the Developer to the Authorities and (e) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (f) any other taxes which are currently applicable or may be applicable in future and (g) subvention cost (if the Purchaser/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank
- xiv. **PLAN**: shall mean the final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No. 475/605/Rev/2/KMDA dated 25.11.2019 for construction of a Commercial Parking Space, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style "**GODREJ SE7EN MLCP D2**". The said sanctioned plan was further approved by the Thakurpukur Panchayat Samity on _____ and Kuledari Gram Panchayat on _____, together with all modifications, and/or

alterations thereto from time to time, to be made by the Developer, on the basis of the approval to be granted by the Competent Authority.

- xv. **PROJECT LAND:** shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 0.77 acres, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto situated and lying at District South 24 Parganas, Police Station Bishnupur, within A.D.S.R. Bishnupur, Mouza Sarmaterchak, Touzi 351 B-I, in J.L. No.17, R.S. Dag No.2, R.S. Khatian No.609 under Kulerdari Gram Panchayat more fully and particularly described in the **Part I of Schedule “A”** hereunder.
- xvi. **PROJECT:** shall mean a Commercial Parking Space comprising inter-alia Multi Level Car Parking Space, along with the common areas, parts and facilities, on the Project Land in the name and style “**GODREJ SE7EN MLCP D2**”.
- xvii. The expression **PURCHASER/S:** shall be deemed to mean and include:-
- (a) In case the Purchaser/s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
 - (b) In case the Purchaser/s be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators;
 - (c) In case the Purchaser/s be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Purchaser/s be a company, then its successors or successors-in-interest;
- xviii. **RELEVANT LAWS/APPLICABLE LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications,

circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;

- xix. **SAID SHARE**: shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Project which the Unit agreed to be purchased hereunder by the Purchaser/s and attributable to the said Unit;
 - xx. **SERVICE INSTALLATIONS**: shall mean but not limited to sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, bore wells, pumps with related equipment and soak ways and any other apparatus for the supply of water. electricity lines or for the disposal of foul or surface water, etc.;
 - xxi. **SPECIFICATION**: shall mean the specification for the said Project as mentioned in **Schedule "D"** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
 - xxii. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
 - xxiii. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- 1.2 At or before execution of this Deed, Purchaser/s has fully satisfied himself/herself/themselves/itself as to and acknowledges the following:
- a) The title of the Owner
 - b) Is satisfied about the total carpet area comprised in the said UNIT.
 - c) Is fully satisfied as to the workmanship and also the materials which have been used in the said UNIT in the said PROJECT.
 - d) That the purchaser(s) of said UNIT in **GODREJ SE7EN MLCP D2** shall also be entitled to use and enjoy the Common Areas and Facilities as described in the Schedule "B" and "C" hereunder written in common with the other UNIT owners

/ occupiers of “GODREJ SE7EN MLCP D2”; and

- e) Acknowledges and confirms that the right of the Purchaser/s shall remain restricted to the said UNIT and the right to use the common parts and portions of the said Commercial Building in common with the other owners and/or occupiers of the said Building.
- f) Has agreed not to claim any right over and in respect of the other parts and portions of the said Commercial Building.

1.3 In pursuance of the said Agreement for Sale and in consideration of the said sum of Rs. _____/- (Rupees _____ only) plus the applicable taxes paid by the Purchaser to the Developer on or before the execution of these presents (the receipt whereof the Developer hereby as well as by the receipt hereunder written admit and acknowledge of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser and the Said UNIT mentioned hereinafter), the Owner and the Developer do hereby grant transfer sell convey release and confirm unto and to the use and benefit of the Purchaser all that UNIT being No. ____ on the ____ floor of the new building named as GODREJ SE7EN MLCP D2 _____ and delineated in ‘Red Colour’ border of Plan – A annexed hereto **Together** with the car parking spaces in the common areas to be allocated by the Association/Apex Body as shown in ‘Red Colour’ border of Annexure “B” annexed hereto **Together** with the undivided proportionate share in the land comprised in the Project Land to be transferred to Association/Apex Body (described in Part – I of the Schedule A here underwritten) **Together** with the undivided share or interest in the Common Areas and Portions and Amenities & Facilities (described in the Schedule “B” and “C”) in common with the other UNIT owners / occupiers of GODREJ SE7EN MLCP D2 (the said UNIT,) together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Owners, and the Developer both at law or in equity into and upon the Said UNIT or every part thereof TOGETHER WITH all rights, liberties and appurtenances and whatsoever to and unto the Purchaser together with the reversion or reversions, remainder or remainders and rent, issues and profits thereof and together with covenant for production of title deeds, evidences, deeds and writings in respect of the Said project Land as well as PROJECT LAND and TO HAVE AND TO HOLD the Said UNIT and all other benefits and rights hereby sold conveyed transferred or expressed or intended so to be and every part or parts thereof or arising out therefrom free from all encumbrances whatsoever absolutely and forever.

1.4 AND the Owner doth hereby release relinquish and disclaim and disclaim all its right title interest into or upon all that the undivided proportionate indivisible impartible share in the land underneath the building where the said UNIT is situated (hereinafter referred to as UNDIVIDED SHARE) TO HOLD the said UNDIVIDED SHARE absolutely and forever unto and to the Purchaser herein absolutely and forever.

1.5 AND THE OWNER/S HEREBY COVENANT WITH THE PURCHASER as follows:

- a) THAT notwithstanding any act, deed or matter or thing whatsoever done by the Owner or executed or knowingly suffered to the contrary the Owner is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **Said** UNIT Thereto, hereby conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the **Said** UNIT Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) THAT the Said UNIT hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis pendens debuttar or trust made or suffered by the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner.
- d) THAT the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **Said** UNIT and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lis pendens debuttar or trust or claims and demands, whatsoever created occasioned or made by the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner and all persons having or lawfully or equitably claiming any estate or interest in the Said UNIT or any part thereof through under or in trust for the Owner shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to make done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said UNIT and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) THAT the OWNER has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said UNIT thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

1.6 AND THE PURCHASER/S HEREBY COVENANT WITH THE DEVELOPER as follows:

a) THAT the Purchaser/s and all other persons deriving title under him/her shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user of the said UNIT and also the obligations set forth in the Schedule "F" hereunder written.

b) THAT the Purchaser/s shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of his/her/their name(s) as the owner and said UNIT is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the New Building as may be determined and fixed by the Developer and upon appointment of the Facility Management Company (FMC) in such FMC without raising any objection whatsoever.

c) THAT the Purchaser/s shall at all times from the date of possession, irrespective of the Purchasers taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cesses including but not limited to, multi-storied building tax, GST, water tax, Urban Land Tax, Goods & Service Tax, land under construction tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Flat/Unit and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the said FMC, to such FMC.

1.7 After registration of the deeds of conveyance of all the UNITS in "**GODREJ SE7EN MLCP D2**" or at any time thereafter, as the Developer may in its discretion deem fit and proper, the Developer will take steps for formation Association of the UNIT owners of "**GODREJ SE7EN MLCP D2**" (hereinafter referred to as the "**Association**") in accordance with the provisions laid down

under the West Bengal Apartment Ownership Act, 1972 and/or any other applicable law and the Purchasers hereby agree to observe and perform the terms and conditions, bye laws and the rules and regulations to be prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of **“GODREJ SE7EN MLCP D2”** and to maintain the roads, compound walls and all other common areas. The name of the Association shall be jointly decided by the Developer and the UNIT owners in **“GODREJ SE7EN MLCP D2”**, provided however it is clarified that the name of the Association shall not contain the word “Godrej” which is the brand name of the Developer.

- 1.8 The Purchaser/s shall join for forming and registering an Association under the West Bengal Apartment Ownership Act, 1972 and for this purpose the Purchasers shall execute the Deed of Declaration and/or necessary documents as provided under the West Bengal Apartment Ownership Act, 1972 and Rules and/or any other applicable laws thereto for the formation and registration of the Association, and for becoming a member thereof. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocates appointed by the Developer and the Purchaser hereby agrees to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the owners / purchasers of **“GODREJ SE7EN MLCP D2”** (including the Purchasers herein).
2. The Developer, after formation of the Association, shall hand over the balance funds such as maintenance charges, etc. already collected from the owners / Purchasers of **“GODREJ SE7EN MLCP D2”** to the Managing Committee of the Association and shall also provide audited accounts for the same from the Developer’s auditor as up-to that date. The Developer, the Managing Committee of the Association and the Purchaser shall be bound by the auditor’s statement of accounts. In case the advance maintenance charges payable by the Purchaser to the Developer is fully utilized / exhausted prior to the formation of the Association and/or handing over the maintenance to the Association then the Purchasers agree to pay additional maintenance deposits upon written demand received from the Developer.
3. The Developer has already appointed a Maintenance Agency (hereinafter referred to as the **“Facility Maintenance Agency”**) which shall manage and control the affairs of the **“GODREJ SE7EN MLCP D2”** and the adjoining Common Areas and portions and Amenities & Facilities up to the formation of Association. The amount collected as Advance Maintenance charges (if any) shall be utilized by the Developer or its Maintenance Agency prior to the formation of the Association for the purpose of regular maintenance of **“GODREJ SE7EN MLCP D2”** and the adjoining Common Areas and Facilities. The Developer or its Maintenance Agency will hand over the said

management and control to the Association who shall thereafter hold the same on behalf of the UNIT owners of **“GODREJ SE7EN MLCP D2”**.

4. The Developer has delivered and put the Purchaser in actual physical possession of the Said UNIT on or before the execution of these presents.
5. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Developer to rectify such defects without further charge, within 30(thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.
6. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the said UNIT or defective material being used or regarding workmanship, quality or provision of service.
7. The Purchaser/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the PROJECT LAND taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the PROJECT LAND as it thinks fit and the purchasers of the said UNIT in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.
8. The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the PROJECT LAND including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the /PROJECT LAND or elsewhere as may be permitted and in such manner as the Developer deems fit.
9. The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the said PROJECT LAND (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the PROJECT LAND.

9.1 Neither the Purchaser/s nor any of the other purchasers of any other UNIT in the said Project being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of said UNIT in the said PROJECT shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) /Project Land is conveyed to the association / apex body / apex bodies in the manner set out herein below.

9.2 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

9.3 The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the South 24 Parganas Zilla Parishad and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

10. The Owner and/or the Developer covenant with the Purchaser as follows:

- i) The Owner holds right, title and interest in respect of the Project Land comprised in the building (as described in Part – II of the Schedule A

hereunder written) and that their title thereto is good, marketable and subsisting;

- ii) The Owner and the Developer are jointly entitled to transfer the Said UNIT to the Purchaser;
- iii) That the Said UNIT is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
- iv) The Developer will pay all taxes, rates and cesses, in respect of the Said land up to the Possession Date;
- v) The Purchasers shall be the sole and absolute owner of the Said UNIT with the rights of ownership, possession and enjoyment and that the Purchaser shall from the date of the Possession Date pay the proportionate share of all outgoings and maintenance and other charges.

13. The Purchasers covenant with the Owner and the Developer as follows:

- i) Prior to this Deed of Conveyance, the Purchaser has surveyed and measured the area of the said UNIT and upon being fully satisfied has entered into this Deed of Conveyance and as such the Purchaser shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives its right, if any, to do so.
- ii) The said total consideration has been paid to the Developer after deduction of tax at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and the necessary TDS certificate(s) shall be provided by the Purchasers to the Developer within 1 (one) month from the date of execution of these presents;
- iii) The Purchasers shall, from the date of possession of the said UNIT whether physical possession of the same is taken or not by the Purchaser pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
- iv) The Purchasers shall, after possession is made over to him, use and enjoy the said UNIT solely for commercial purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Purchasers of other UNITS owner/ occupiers of project land.

- v) The Purchasers shall not seek partition or division or separate possession in respect of the Said UNIT. None of the purchasers / occupiers of the said UNIT shall make any obstruction or store or keep any article in Common Areas and Facilities area.
- vi) The Purchasers shall not do or suffer to be done anything in or to the Said UNIT which may adversely affect the Said UNIT and/or the new building.
- vii) The Purchasers shall not enclose the terrace/ deck/ balconies/ utility areas under any circumstances without written consent of the Developer and/or Association as and when it is formed and shall keep the terrace/ deck open to the skies all time.
- viii) If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said UNIT and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchasers.

11. The parties hereby mutually covenant with each other that the right to use the Common Areas and Facilities & amenities in the project land shall be in common with the other flat owner / occupiers of and the same shall always be co-existent and co-terminus with the ownership of the Said UNIT and cannot be transferred separately.
12. The Purchasers shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses/ charges in respect of registration of this Deed of Conveyance.
13. In case of conflict between the provision of the said Agreement for Sale other documents executed between the parties and this Deed then this Deed of Conveyance shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.
14. Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said UNIT and/or this Deed or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Developer. In case the Purchaser delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Developer is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in

English language at an appropriate location in Mumbai.

Schedule A Above Referred to:

**Part – I
(PROJECT LAND)**

ALL THAT piece and parcel of land measuring more or less 77 decimals equivalent to 0.77 acres, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto situated and lying at District South 24 Parganas, Police Station Bishnupur, within A.D.S.R. Bishnupur, Mouza Sarmaterchak, Touzi 351 B-I, in J.L. No.17 L.R. Dag No.2 L.R. Khatian No.609 under Kulerdari Gram Panchayat.

**Part II
(Said UNIT)**

A Parking Space being No. _____ of the _____/multi level carr in the project named as “GODREJ SE7EN MLCP D2” _____ and delineated in ‘Red Colour’ border of Plan – A annexed hereto Together with the undivided proportionate share in the land comprised in the Building to be transferred to the Association/Apex Body as mentioned hereinabove (described in ‘Part – I’ of the First Schedule’ hereunder written) as attributable to the said UNIT Together with the undivided share or interest in the Common Areas and Facilities & Amenities (as described in both ‘the ‘Schedule “B” and “C”’ hereunder written.

SCHEDULE “B” and “C” ABOVE REFERRED TO:
(Common Areas and Facilities & Amenities)

**COMMON AREAS,
FACILITIES &
AMENITIES**

Common Areas of the Project shall mean the “common areas” as defined under clause (m) of Section 2 of the West Bengal Housing Industry Regulation Act, 2017, read with the applicable Rules.

The Applicant/s/Occupant/s shall have user rights in the undivided proportionate share in the Common Areas of the Project which is inclusive of the amenities (morefully described in Annexure E below) common to all Applicant/s/Occupant/s as well as the right in the common car parking area, limited to the specific car parking space allocated to the Applicant/s/Occupant/s by the Association/Apex Body.

The aforementioned right to use the Common Areas shall be exercised by the Applicant/s/Occupant/s without causing any inconvenience or hindrance to other Applicant/s/Occupant/s in the Project Land.

AMENITIES

FACILITIES

1. Fire Fighting Facility
2. Drinking Water Facility
3. Emergency Evacuation facility through staircase
4. STP/WTP
5. Common Areas

The Amenities, Facilities and common areas are to be shared between all UNIT holders of the Project Land.

**SCHEDULE “D” ABOVE REFERRED TO:
(SPECIFICATION)**

1.	Configuration	G+3 MLCP
2.	Flooring	IPS/Screeed Flooring or equivalent
3.	External paint	External surface Painted
4.	Stair Case Fire Door	Wooden/ metallic Fire Door
5.	Stair Case railing	MS Railing
6.	Lift	01 No.
	<u>MEP</u>	
7.	Fire	Sprinkler and hydrant arrangement
8.	Electrical	Common area illumination with charging points

**Schedule “E” Above Referred to:
(Rights of the Purchaser)**

The Purchaser shall have the following rights in respect of the Said UNIT: -

1. The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities as mentioned in Third Schedule herein;
2. The right to subjacent, lateral, vertical and horizontal support for the SAID UNIT from the other parts of the said new building;
3. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the Said UNIT through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said new building, or any part of the land;
4. The right of entry and passage for his employees, agents and visitors or workmen at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the Said UNIT or for repairing, cleaning, maintaining or renewing the water tanks, sever, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other purchasers / occupiers and making good any damage caused.

**Schedule “F” Above Referred to:
(Obligations of the Purchaser)**

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Owner and the Developer and other purchasers / occupiers: -

1. The Purchasers shall not at any time, carry on or suffer to be carried on in the Said UNIT, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Owner, Developer and other purchasers / occupiers of the other UNIT or anything which may tend to depreciate the value of the Said UNIT;
2. The Purchasers shall become and remain a member of the Association (as mentioned herein). The Purchasers will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Owner and/or the Developer till the time the Association is not formed and also the bye-laws and rules and regulations prescribed by the Association/Apex Body to be drafted in accordance with the prevailing law;
3. The Purchasers will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other purchasers of other UNITS and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other UNIT, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association. If it is required by the Owner and/or the Developer, the Purchasers shall allow Owner and/or the Developer with or without

workmen to enter the Said UNIT after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.

4. The Purchasers shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association and other expenses as may be determined by the Managing Committee of the Association from time to time;

5. The Purchasers shall allow the Developer or its representatives, workmen to enter into the Common Areas and Amenities and Facilities until all UNITS have been handed over by the Owner and the Developer and possession of the Common Areas and Amenities and Facilities have been handed over to the Association.

6. The Purchasers shall keep the Common Areas and Amenities and Facilities (such as common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc.), free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the Said UNIT.

7. The Purchasers shall keep the Said UNIT in good and habitable condition and the walls, drains, pipes and other fittings forming part of the Said UNIT in working order so as to support and protect the building if which the same is part and shall carry out any internal works or repairs as may be required by the Owner and/or the Developer or Managing Committee of the Association.

8. The Purchasers shall not make any additions or alterations or cause damage to any portion of the Said UNIT and shall not change the outside colour scheme, outside elevation/ facade/ decor, otherwise

than in a manner agreed to by the Developer/ majority of the Association.

9. The Purchasers shall not subdivide the Said UNIT or any portion thereof.

10. The Purchasers shall not claim any damages or make any claim on any account regarding the quality of materials and Specifications.

11. The Purchasers shall not raise any objection in the Developer installing any telecom tower, TV tower, Internet tower for the Complex or erect a neon/glow sign, lit/unlit hoarding on the roof of any structure on the project land and the considerations for these rights will be received by the Developer.

12. The Purchasers shall not do or cause anything to be done in or around the Said UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said UNIT or adjacent to the Said UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

13. The Purchasers shall not do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said UNIT or cause increased premium to be payable in respect thereof if the complex is insured.

14. The Purchasers shall not keep in the Parking Space anything other than private motor car or motor cycle and shall not raise or put up any temporary or permanent construction, grilled wall or enclosure thereon or part thereof and shall keep it always accessible. Dwelling or staying of any person or blocking by putting any articles will not be permitted in the Parking Space.

15. The Purchasers shall not use or permit to be used the allocated Car Parking Space for any other purpose whatsoever other than parking of their own car/cars.

16. The Purchasers shall not park car on the pathway or open spaces of the said Building or at any other place except the space allotted to it and shall use the pathways as would be decided by the Developer/Association. The Purchaser shall park his/her/its vehicle in such a way that they and the other Purchasers have sufficient drive way and maneuvering space for loading and unloading.

17. The Purchasers shall not use any shades, awnings, window guards, ventilators or air conditioning devices in or about the said new building, excepting such as shall have been approved by the Developer / Association.

18. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said UNIT, by the Purchaser, except such, as shall have been approved by the Developer / Association, nor shall anything be projected out of any window of the complex without similar approval.

20. No pets (such as birds, dogs, cats, any other animal, etc.) shall be kept or harboured in the Common Areas by the Purchaser. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas unless accompanied.

21. No vehicle belonging to a Purchaser or to a member of the family or guest, tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the said building, by another vehicle.

22. The Purchasers shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Owner and the Developer /

Association at the time of taking over possession of the Said UNIT or later, as and when required.

23. The Purchasers shall not do any act that may be against any law, rule, regulation, bye law of the local municipality/ other statutory authorities or any obligation agreed under any contract and the Purchaser shall be solely responsible for all consequences of any offence or breach thereof and the Purchaser shall indemnify other UNIT holders who may suffer due to any such acts of omission or commission of the Purchaser.

24. The access to the ultimate roof of the said building, is common with others Purchasers of the said Building. BUT not to use the Common Areas for holding any cultural / social / functional program or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

25. The Purchasers shall use the Said UNIT only for Parking purposes.

26. The Purchasers will apply for and obtain at their own costs separate assessment and mutation of the said UNIT.

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

SIGNED AND DELIVERED by the within named Owner through their Constituted Attorney, GODREJ AMITIS DEVELOPERS LLP represented by its Authorized Representative,

_____ at Kolkata in the presence of:

- 1.
- 2.

SIGNED, SEALED AND DELIVERED by the within named Developer, GODREJ AMITIS DEVELOPERS LLP represented by its Authorized Representative, _____ at Kolkata in the presence of:

- 1.
- 2.

SIGNED AND DELIVERED by the within named Purchaser/s at Kolkata in the presence of:

- 1.
- 2.

 Name:
 Designation:
 Authorized by a resolution dated _____ passed by the Board of the Directors of GODREJ AMITIS DEVELOPERS LLP (Developer).

Names:

Drafted by:

RECEIPT & MEMO OF CONSIDERATION

Received from the within named Purchaser, the within mentioned sum of Rs. _____/- (Rupees _____ only) plus applicable taxes by various cheques / demand drafts and/or RTGS (from time-to-time).

Authorized Signatory of
GODREJ AMITIS
DEVELOPERS LLP
(Developer).

In the presence of :

1.

2.

Advocate

Annexure A – Plan of Project Land

Annexure B – Plan of the Said UNIT