

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

**Between**

(1) **One Ad Display Private Limited**, (CIN No. U74300WB2006PTC109584) (PAN No. AAACO8390C) a company duly registered under the Companies Act, 1956 having its registered office at 10/1 G, Diamond Harbour Road, Kolkata – 700 027 hereinafter referred to as “**One Ad**” and (2) **Oval Developers Private Limited**, (CIN No.U70101WB2005PTC103517) (PAN No.AAACO7628P) a company duly registered under the Companies Act, 1956 having its registered office at Mansarovar Building, 3B Camac Street, Kolkata – 700 016 hereinafter referred to as “**Oval**” and (3) **Orbit Towers Private Limited**, (CIN No. U65921WB1985PTC038834) (PAN

No. AAACO3688F) a company duly registered under the Companies Act, 1956 having its registered office at, 3B Camac Street, Kolkata – 700 016, hereinafter referred to as “**Orbit**” (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**

For the purpose of this Agreement, One Ad, Oval and Orbit shall be hereinafter jointly be referred to as “**Owners**”;

**AND**

**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, 5<sup>th</sup> 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**

MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;  
 MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;  
 MR/MRS/MS. \_\_\_\_\_ (PAN \_\_\_\_\_), aged \_\_\_\_ years, an adult Indian Inhabitant, residing at \_\_\_\_\_;

**OR**

MESSERS \_\_\_\_\_ (PAN NO. \_\_\_\_\_) a partnership firm, registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Partner’s Resolution dated \_\_\_\_\_;

OR

\_\_\_\_\_ (PAN NO. \_\_\_\_\_) a Company registered under the Companies Act, 2013/Companies Act, 1956 having its registered office at \_\_\_\_\_ and its administrative/branch/regional office at \_\_\_\_\_, through its authorized representative Mr./Ms. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_,

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. By and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44906 to 44932 being Deed No. 161305180 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 741.98 Decimal equivalent to 7.4198 Acres (equivalent to 30026.87 sq.mt. approx..) in several Dag nos. and by and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No. 1613/2015 Pages from 44933 to 44957 being Deed No. 161305181 for the year 2015, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 425.54

Decimal equivalent to 4.2554 Acres (equivalent to 17221 sq.mt. approx.) in various Dags thus the total area being 1167.52 decimals equivalent to 11.67 acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details have been mentioned in herein below and by another Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44818 to 44840 being Deed No.161305177 for the year 2015 One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 64.00 Decimal equivalent to 0.64 Acres situated in several Dag Nos. in Mouza Sarmaster Chak District South 24 Parganas, and by another deed of conveyance dated dated 27<sup>th</sup> June 2017 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I Volume No.1613-2017 Pages from 74042 to 74061 being Deed No.161303868 for the year 2017, One Ad became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 31.85 Decimal equivalent to 19.11 cotthas situated in Dag No 389 at Mouza Banagram, District South 24 Parganas. The details of dag nos. are more particularly described in **Part I** of the **Schedule "A"** hereunder written.

- B. By virtue of various registered deeds and conveyances, Oval is the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and sufficiently entitled to the land measuring about 387.09 Decimal equivalent to 3.870 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas. The details of Dags purchased by Oval are more particularly mentioned in **Part I** of the **Schedule "A"** hereunder written.
- C. By and under a Deed of Conveyance dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44887 to 44905 being Deed No. 161305178 for the year 2015, Orbit became the legal, exclusive and rightful owners of and in sole and exclusively possessed of and/or otherwise well and

sufficiently entitled to the land measuring about 249.66 Decimal equivalent to 2.496 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which are mentioned in **Part I** of the **Schedule “A”** hereunder written.

D. By and under a Release and Exchange Deed dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44864 to 44886 being Deed No.161305179 for the year 2015, made between Oval and Roos Electrical Works Private Limited (“**Roos**”), Oval has acquired from Roos parcel of land measuring about 57.60 Decimal equivalent to 0.576 Acres situated in various Dag Nos. at Mouzas Banagram and Sarmaster Chak, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 52.50 Decimal equivalent to 0.525 Acres situated in various Dag Nos. at Mouza Sarmaster Chak, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

<b>Sl No.</b>	<b>Mouza</b>	<b>Khatian No.</b>	<b>R.S. Dag</b>	<b>Area (Decimal)</b>
1	Sarmasterchak	344	3	31.65
2	Sarmasterchak	344	12	22.00
3	Banagram	1153	411	3.95
			<b>TOTAL</b>	<b>57.60</b>

E. By and under a Release and Exchange Deed dated 28<sup>th</sup> September 2015 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. I CD Volume No.1613/2015 Pages from 44958 to 44981 being Deed No.161305182 for the year 2015, made between Oval and Sun Sign Private Limited (“**Sun Sign**”), Oval has acquired from Sun Sign, parcel of land measuring about 97.19 Decimal equivalent to 0.97 Acres situated in various Dag Nos. at Mouza Banagram, District South 24 Parganas, the details of which mentioned herein below and in exchange transferred parcel of land measuring about 117.98 Decimal equivalent to 1.179 Acres situated in

various Dag Nos. at Mouza Banagram, District South 24 Parganas, so that the lands can be contiguously developed in a more efficient manner.

**Details of Land transferred in favour of Oval by Sun Sign**

SI No.	Mouza	Khatian No.	R.S. Dag	Area (Decimal)
1	Banagram	1154	413	23.00
2	Banagram	1154	420	54.99
3	Banagram	1154	424	19.20
			<b>TOTAL</b>	<b>97.19</b>

- F. By an under an Easement Deed dated 20<sup>th</sup> March 2017 and registered in the office of A.D.S.R. Bishnupur, South 24 Parganas in Book No. IV Volume No.1613-2017 Pages from 2011 to 2052 being Deed No.161300118 for the year 2017, made between the Owners and Admobile Private Limited, Roos and Sunsigns, the Owners and Admobile, Roos and Sunsign jointly entitled to use the Easement Road, more particularly described in the **Part I Schedule A** hereunder written.
- G. By virtue of the aforesaid acts and deeds the Owners have become the legal, rightful and exclusive owners of and otherwise are well and sufficiently entitled to the Subject Land with clear and marketable title free from all Encumbrances, impediments and the Owners hold vacant and peaceful possession of the Subject 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 Owners morefully described in **Part I of Schedule A** hereunder written.
- H. By and under a Development Agreement dated 30<sup>th</sup> September 2015 and registered in the office of Additional Registrar of Assurances I, Kolkata, in Book no. I, Volume no.1901-2015, Pages from 152852 to 152932 being Deed no.190108809 for the year 2015, the Owners the granted the development rights in respect of the Subject Land to the Developer on the terms and conditions and other covenants as mentioned therein.

- I. In terms of the said Development Agreement dated 30<sup>th</sup> September 2015 made between the Owners and the Developer, the Owners also executed a power of attorney dated 30<sup>th</sup> September 2015 duly registered with the Additional Registrar of Assurance – III, Kolkata in Book – IV, Volume No. 1903-2016, Pages 49876 to 49897, being No. 190300624 for the year 2016 whereby the Owners have appointed the Developer as their 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 Subject 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 earnest money or consideration from time-to-time and to sign and give valid and effectual receipts or discharges thereof.
- J. The Owners have demarcated the Subject Land being contiguous, and have completed the fencing around the peripheral boundary of the entire Subject Land.
- K. The Owners had applied for and obtained mutation in respect of the said entire Subject Land before the Block Land & Land Reforms Office, at Bishnupur, South 24 Parganas and also applied for conversion of the said entire Subject Land before the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas and by an order dated 57(C)/198/6850 dated 09.01.2017, 57(C)/199/6849 dated 09.01.2017 and 57(C)/200/8189 dated 09.03.2017 by the said Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, the nature of the subject Land has been converted to Housing Complex (Bahutal Abasan).
- L. The Owners have also obtained no objection from the Urban Land Ceiling Department in respect of the ceiling limit of Owners in the entire subject Land vide letter no. 1978/ULC/Alip/2019 dated 27.05.2019.
- M. The Owners had got a final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No.475/605/KMDA dated 15.11.2017 for construction of a multistoried mixed use and residential building complex comprising of 7

(Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**GODREJ SE7EN**”. The said sanctioned plan was further approved by the Thakurpukur Panchayat Samity on 27.12.2017 and Kuledari Gram Panchayat on 28.12.2017, 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.

- N. 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**. 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 II of Schedule A** hereunder written.
- O. The Subject Land is presently accessible from the Bakrahat Road and also from Diamond Harbour Road.
- P. Based on its right and entitlement in terms of the said Development Agreement dated 30.09.2015 the Developer is going to develop the Project Land and carry out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Developer may deem fit.
- Q. The Developer has presently commenced 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 PHASE 1**” for predominantly residential/mixed use consisting of \_\_\_\_ (three) no. of Building(s) / Wing(s) comprising of, \_\_\_\_ ground and \_\_ upper floors.
- R. The Developer has appointed M/s.Salient, as their Architects and entered into a standard Agreement with them registered with the Council of Architects and



such Agreement is as per the Agreement prescribed by the Council of Architects;

- S. The Developer has appointed M/s.Design Tree Services Consultant Pvt. Ltd., as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- T. The Developer has submitted the Notice of Commencement under the prescribed format before South 24 Parganas Zilla Parishad on 25.06.2019. The said Notice was duly acknowledged by said Zilla Parishad on 26.06.2019. The Developer has also obtained Consent to Establish bearing Ref. No. Memo No. 470-2N-27/2017(E) dated 24.08.2018 from Pollution Control Board permitting the construction/development of the Phase.
- U. The Developer has fully constructed and completed the building/Tower no.\_\_\_\_\_ in GODREJ SE7EN PHASE - 1 in accordance with the said sanctioned building plans on \_\_\_\_\_ and received the Completion Certificate being \_\_\_\_\_ dated \_\_\_\_\_ from Zilla Parishad, South 24 Parganas.
- V. By an Agreement for Sale dated \_\_\_\_\_, recorded in Book no.\_\_\_\_, Volume No.\_\_\_\_\_ Pages from \_\_\_\_ to \_\_\_\_\_, being no.\_\_\_\_\_ for the year 20\_\_\_\_ before the Office of \_\_\_\_\_; made between the Owners herein of the First Part, the Developer of the Second Part and Purchasers of the Third Part, the Owners and the Developer agreed to sell and the Purchaser agreed to purchase a Residential Apartment being No. \_\_\_\_ on the \_\_\_\_ floor of Tower No.\_\_\_\_\_ in the project named as GODREJ SE7EN PHASE - 1 measuring \_\_\_\_\_ sq.mtrs (\_\_\_\_\_ square feet) of carpet area as per the West Bengal Housing Industry Regulation Act, 2017 be the same little more or less along with the right to park \_\_\_\_no. of cars in parking area Together with the undivided proportionate share in the land comprised underneath the Tower as attributable to the said apartment Together with the undivided share or interest in the Common Areas and Facilities at GODREJ SE7EN for a total consideration of Rs.\_\_\_\_\_/ - (Rupees

\_\_\_\_\_ only) plus the applicable taxes and on the other terms and conditions mentioned.

W. The Purchaser/s has inspected, scrutinized and is satisfied with the Owners right, title and interest to the subject land as well as project land, the Owners and Developer's rights and interest in the building named \_\_\_\_\_ developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Owners and the Developer that, under law, the Purchaser/s is/are eligible to purchase the aforesaid residential Apartment and there are no restrictions on the Purchaser/s to obtain conveyance under this Deed from the Owners and the Developer and as such the Owners and Developer are executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

X. At the request of the Owners 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 apartment.

**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. **APARTMENT/FLAT**: shall mean the Unit No. \_\_\_\_\_ in the Tower/Building named \_\_\_\_\_, situated in the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ sq. mt. (\_\_\_\_\_ sq.ft.) (approx.), along with \_\_\_\_\_ parking as described in **Part III of Schedule A**, as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Part III of Schedule A** and the floor plan or the apartment plan is annexed hereto and marked as **Annexure B**.

- iii. **APEX BODY**: shall mean a body to be created under relevant laws by the Developer to take over the overall charge of the said Complex 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 (*defined hereunder*).
- iv. **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 building complex.
- v. **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- vi. **BUILDING/TOWER**: shall mean the Building No./Name\_\_\_\_\_ consisting of several flats, the Apartment/Flat and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks as well as Apartment/Flats.
- vii. **CAR PARKING**: shall mean the space in the car parking area of the building complex/project expressed or intended or reserved by the Developer for parking of motor cars/scooters/other vehicles more particularly described in **Part III of Schedule A** hereunder written..
- viii. **CARPET AREA**: means the net usable floor area of Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser(s)/Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment/ Flat.
- ix. **COMMON AREAS**: shall mean the common areas of the Apartment/Flat , as well as of the Building/Tower 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, including commercial portion (if any) and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, installation for water supply, specifically for the purpose of common use by Co-Owners and/or Co-Occupiers, and all other portion of the Project necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "B" & "C"**, hereunder written.

- x. **CO-OWNERS**: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Apartment/Flat or have agreed to purchase any Apartment/Flat and have taken possession of such Apartment/Flat and for all unsold Block, possession whereof not having been parted with by the Developer, shall mean the Developer.
- xi. **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners, and all other expenses for the common purposes of the Building/Tower, to be contributed, borne, paid and shared on actual by the Co-Owners and also for the common areas as described in **Schedule "B" and "C"** hereunder written.
- xii. **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-Owners as described in **Schedule "B" and "C"**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial usage of their respective Apartment/Flats exclusively, and the Common Areas and Service Installations in common.
- xiii. **COMPLETION NOTICE**: shall mean the notice provided by the Developer post receipt of Completion Certificate from the Competent Authority.

- xiv. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Purchaser/s takes actual physical possession of the Apartment/Flat after fulfilling all his liabilities and obligations as agreed upon in the Agreement or the date next after expiry of the Completion Notice irrespective of whether Purchaser/s take actual physical possession or not, whichever is earlier.
- xv. **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s.
- xvi. **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;
- xvii. **MAINTENANCE BODY**: shall mean and include the Developer or its Agency so long as the Developer does not hand over the management of the Project, and after the same is made over, to the Apex Body.
- xviii. **PHASE**: shall mean a cluster of 3(three) Building/s/Tower/s along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**GODREJ SE7EN PHASE – 1**”, and another cluster of 4 (four) Building/s/Tower/s along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**GODREJ SE7EN PHASE - 2**” together forming part of the Project.
- xix. **PLAN**: shall mean the final plan duly sanctioned by Zilla Parishad, South 24 Parganas having No.475/605/KMDA dated 15.11.2017 for construction of a multistoried mixed use and residential building complex comprising of 7 (Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style “**GODREJ SE7EN**”. The said sanctioned plan was further approved by the Thakurpukur

Panchayat Samity on 27.12.2017 and Kuledari Gram Panchayat on 28.12.2017, 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.

- xx. **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule A** hereunder written.
- xxi. **PROJECT:** shall mean a multistoried mixed use and residential building complex comprising of 7 (Seven) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed in Phases on the Project Land in the name and style “**GODREJ SE7EN**”.
- xxii. 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;
- xxiii. **RULES:** means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- xxiv. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

- xxv. **RELEVANT 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;
- xxvi. **SAID SHARE**: shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Building/Tower in which the Apartment/Flat agreed to be purchased hereunder by the Purchaser/s and attributable to the said Apartment/Flat;
- xxvii. **SECTION**: means a section of the Act;
- xxviii. **SERVICE INSTALLATIONS**: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipments and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.,
- xxix. **SPECIFICATION**: shall mean the specification for the said Tower/Building as mentioned in **Schedule “D”** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
- xxx. **SUBJECT LAND**: shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 20.23 acres be the same a little more or less within District South 24 Parganas, P.S. Bishnupur, under Kuledari Gram Panchayat Mouza Banagram and Sarmaster Chak J.L. No. 16 and 17, Touzi No. 3, 4 and 5, Revisional Settlement Sheet No. 30, Pargana Khaspur, Pin Code - 700104 in the nature of Bohutal Abasan more fully and particularly described in the **Part I of Schedule A** hereunder and any extended or added area thereto, which includes the Project Land mentioned herein and the land reserved for all future development.

xxxi. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxxii. 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 Owners
- b) Is satisfied about the total carpet area comprised in the said Apartment.
- c) Is fully satisfied as to the workmanship and also the materials which have been used in the said Apartment as well as in the said building where the said apartment is situated.
- d) That the purchaser(s) of Apartment(s) in the said Building \_\_\_\_\_ 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 flat owners / occupiers of the new buildings, in “GODREJ SE7EN PHASE- 1”, as the same are common to both the Phases; and
- e) Acknowledges and confirms that the right of the Purchaser/s shall remain restricted to the said Apartment and Appurtenances and the right to use the common parts and portions of the said residential complex in common with the other owners and/or occupiers of the said residential complex.
- f) Has agreed not to claim any right over and in respect of the other parts and portions of the said residential complex.



- 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 Apartment and Appurtenances mentioned hereinafter), the Owners and the Developer do hereby grant transfer sell convey release and confirm unto and to the use and benefit of the Purchaser all that residential apartment being No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the new building named as \_\_\_\_\_ measuring \_\_\_\_\_ sq.mtrs. of carpet area be the same little more or less and delineated in 'Red Colour' border of Plan – A annexed hereto **Together** with the allocated \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ car parking spaces being Nos. \_\_\_\_\_ at \_\_\_\_\_ of GODREJ SE7EN PHASE 1 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 (described in Part – I of the Schedule A here underwritten) as attributable to the said apartment **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 Apartment owners / occupiers of GODREJ SE7EN PHASE -1 and GODREJ SE7EN PHASE - 2 (the said residential apartment, exclusive right to the said car parking spaces, undivided share in the land comprised in Premises and Common Areas and Facilities common for both the Phases, and hereinafter collectively referred to as the "**Said Apartment and Appurtenances**") 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 Apartment and Appurtenances 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 Land and TO HAVE AND TO HOLD the Said Apartment and Appurtenances 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 Apartment 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 Apartment and Appurtenances** 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 Apartment and Appurtenances** 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 Apartment 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 Apartment and Appurtenances** 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 Apartment and Appurtenances 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 Apartment and Appurtenances 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 Apartment and Appurtenances 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 PURCHASERS HEREBY COVENANT WITH THE DEVELOPER as follows:

- a) THAT the Purchasers 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 Apartment and Appurtenances and also the obligations set forth in the Schedule “F” hereunder written.
- b) THAT the Purchasers 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 owners and Apartment and Appurtenances 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 Purchasers 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 apartments in GODREJ SE7EN PHASE - 1 and GODREJ SE7EN PHASE - 2 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 apartment owners of GODREJ SE7EN PHASE - 1 and GODREJ SE7EN PHASE - 2 (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 PHASE 1 and GODREJ SE7EN PHASE 2 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 flat owners / purchasers of apartments in GODREJ SE7EN PHASE 1 and GODREJ SE7EN PHASE 2, 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 Purchasers 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 of Apartment Owners, 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 PHASE 1 (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 PHASE 1 and GODREJ SE7EN PHASE 2 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 PHASE 1 and GODREJ SE7EN PHASE 2 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 PHASE 1 and GODREJ SE7EN PHASE 2 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 apartment owners of GODREJ SE7EN PHASE 1 and GODREJ SE7EN PHASE 2.
4. The Developer has delivered and put the Purchaser in actual physical possession of the Said Apartment 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.

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 Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.

6. 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 Subject 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/Subject Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/Apartment/Flats 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.
  - 6.1 The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land/Subject 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/Subject Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
  - 6.2 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/Subject 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/Subject Land.

6.3 Neither the Purchaser/s nor any of the other purchasers of the Apartment/Flats in the buildings being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of Apartment/Flats in such buildings (including the Building) 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.

6.4 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.

6.5 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.

7. The Owners and/or the Developer covenant with the Purchaser as follows:

- i) The Owners 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 Owners and the Developer are jointly entitled to transfer the Said Apartment and Appurtenances to the Purchaser;
- iii) That the Said Apartment 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 Apartment 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 Owners and the Developer as follows:

- i) Prior to this Deed of Conveyance, the Purchaser has surveyed and measured the area of the said Apartment 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 Apartment 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 Apartment solely for residential 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 Apartment owners/ occupiers of project land.
- v) The Purchasers shall not seek partition or division or separate possession in respect of the Said Apartment and Appurtenances. None of the purchasers / occupiers of the apartments 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 Apartment which may adversely affect the Said Apartment 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 Apartment and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchasers.

8. 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 owners / occupiers of and the same shall always be co-existent and co-terminus with the ownership of the Said Apartment and Appurtenances and cannot be transferred separately.
9. 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.
10. 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.
11. Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said Apartment and Appurtenances 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  
(Subject Land)**

**Part –II  
(Project Land)**

**Part III  
(Said Apartment and Appurtenances)**

A Residential Apartment being No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the new building named as \_\_\_\_\_ in GODREJ SEVEN PHASE 1 measuring **carpet area of** \_\_\_\_\_ sq. mtrs. be the same little more or less and delineated in **'Red Colour'** border of Plan – A annexed hereto **Together** with the exclusive right to use \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ car parking spaces being Nos. \_\_\_\_\_ and \_\_\_\_\_ at Basement as shown in 'Red Colour' border of Plan – B annexed hereto **Together** with the undivided proportionate share in the land comprised in the Building (described in 'Part – I' of the First Schedule' hereunder written) as attributable to the said apartment **Together** with the undivided share or interest in the Common Areas and Facilities & Amenities (as described in both 'Part – I' and 'Part – II' of the **'Third Schedule'** hereunder written.

**SCHEDULE "B" and "C" ABOVE REFERRED TO:**

**(Common Areas and Facilities & Amenities)**

**SCHEDULE "D" ABOVE REFERRED TO:**

**(SPECIFICATION)**

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

The Purchaser shall have the following rights in respect of the Said Apartment and Appurtenances: -

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 Apartment 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 Apartment 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 Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, 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 Owners 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 Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Owners, Developer and other purchasers / occupiers of the other apartment or anything which may tend to depreciate the value of the Said Apartment;

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 Owners 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 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 apartments and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment, 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 Owners and/or the Developer, the Purchasers shall allow Owners and/or the Developer with or without workmen to enter the Said Apartment 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 apartments have

been handed over by the Owners 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 Apartment.

7. The Purchasers shall keep the Said Apartment in good and habitable condition and the walls, drains, pipes and other fittings forming part of the Said Apartment 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 Owners 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 Apartment 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 Apartment and/or the Car Parking Space 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, litted/unlitted hoarding on the roof of Tower 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 Apartment which may cause or tend to cause or tantamount to cause or effect 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.

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 Apartment or cause increased premium to be payable in respect thereof if the complex is insured.

14. The Purchasers shall not keep in the Car 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 Car 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 new building, 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 Owners and the Developer / Association at the time of taking over possession of the Said Apartment 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 apartment 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 Apartment only for residential purposes.

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

27. The Purchasers will apply to WBSEDCL. individually for obtaining supply of power and the meter for their Apartment. The Purchaser shall be required to pay the applicable security deposit and/or other charges for the same to WBSEDCL.

**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 Owners through their Constituted Attorney, AMITIS DEVELOPERS LLP represented by its Authorized Representative, Palash Das at Kolkata in the presence of:

- 1.
- 2.

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

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

- 1.
- 2.

**SIGNED AND DELIVERED** by the within named Purchasers at Kolkata in the presence of:

- 1.

\_\_\_\_\_  
 Names:

2.  
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 AMITIS  
DEVELOPERS LLP (Developer).

In the presence of :

1.

2.

Advocate

**Annexure A – Plan of Project Land**

**Annexure B – Plan of the Said Apartment and Appurtenances**