

This draft may go under modification. The final draft will be shared with the Purchaser prior to the registration of the Deed of Conveyance.

**THIS INDENTURE** made this        day of        , Two Thousand .....

**BETWEEN**

**GODREJ PROPERTIES LIMITED**, a company duly incorporated under the Companies Act, 1956, having its registered office at Godrej One, 5<sup>th</sup> Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai-400 079 and its office at “Godrej Waterside” Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake, P.O. Sech Bhavan, P.S. Bidhannagar, Kolkata-700 091, West Bengal, **PAN AAACG3995M**, represented by **MR.** ....., son of Mr. ...., working for gain at its City Office “Godrej Waterside”, Tower II, Unit No.109, Plot No.5, Block DP, Sector V, Salt Lake City, P.O. Sech Bhavan, P.S. Bidhannagar, Kolkata-700091, West Bengal, having **PAN** ..... (**AADHAR NO.** .....), the Authorised Signatory duly authorised by the Resolution of the respective Board of Directors of the Company dated ..... hereinafter referred to as the “**VENDOR**” (which expression shall unless excluded by or repugnant to the subject or context be deemed

to mean and include its successor or successors-in-interest and assigns) of the **ONE PART.**

**AND**

[If the Purchaser/s is a company]

\_\_\_\_\_. (CIN No.\_\_\_\_)(PAN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 1956 and now governed by the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhar No. \_\_\_\_\_) duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Purchaser/s is a Partnership]

\_\_\_\_\_, (PAN \_\_\_\_\_) a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) (PAN \_\_\_\_\_) duly authorized vide hereinafter referred to as the "**Purchaser/s**" (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 Purchaser/s is an Individual]

Mr./Mrs. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_)(PAN \_\_\_\_\_), son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ hereinafter called the "**Purchaser/s**" (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 Purchaser/s is a HUF]

\_\_\_\_\_, (PAN \_\_\_\_\_), represented by \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) (PAN \_\_\_\_\_) son \_\_\_\_\_ 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 \_\_\_\_\_, hereinafter referred to as the "**Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

**WHEREAS:**

A.

- i. By virtue of the provisions of Sick Textiles Undertakings (Nationalization) Act, 1974, the textile undertaking of Bangasree Cotton Mills at Sukhchar, District North 24-Parganas which included all that the piece and parcel of land containing an area of 26.71 acres more or less situate lying at and being municipal premises No.150, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality District North 24-Parganas as per details below:-  
Mouza Sukchar, P.S. Khardah, R.S. Khatian No.88, R.S. Modified Khatian No.1839 comprised in :

Dag No.	Area (In Acres)
3446	.30
3422	.13
3420	.33
3426	.26
3413	.06
3416	.30
3423	.01
3468	.23
3469	.06
3470	.59
3470/3540	.28
3471	.13
3450	.84
3447	1.46
3450/3558	.22
3450/3459	.31

3472	.72
3477	.76
3466	.19
3475	.26
3464	.09
3465	.18
3473	.41
3474	.20
3467	.10
3452	1.30
3453	.12
3452/3539	.18
3421	.39
3454	.21
3451	.23
3424	.54
3425	.04
3432	.44
3460	.06
3461	.22
3462	.20
3463	1.41
3460/3538	.11
Total	13.87 Acres

And Mouza Rambhadrabati J.L. No.7, P.S. Khardah, L.R. Khatian No.940  
comprised in:

R.S. Khatian No.	Dag No.	Area
116	283	.78
117	284	.26
126	287	1.39
127	286	3.17
128	288	1.74
127/357	285	.41
131/352	292	1.17
129/363	282	.11
129	289	2.34
130	290	.21
131	291	1.26
	Total	12.84 acres

more fully and particularly described in the **Part I of Schedule A** hereunder written (hereinafter collectively referred to as the '**said entire land**'), became transferred to and/or vested in the Central Government on and from 1<sup>st</sup> April, 1974.

- ii. The Central Government had transferred the custody and ownership of the said mill and the said entire land to National Textiles Corporation (West Bengal, Assam, Bihar & Orissa) Limited ("NTC") by virtue of the provisions of the said Act.
- iii. NTC thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said entire land.

- iv. The said entire land was duly mutated with the Panihati Municipality and having municipal premises No.150, Barrackpore Trunk Road, Kolkata in Ward No.14.
- v. The Board for Industrial & Financial Reconstruction (BIFR) had sanctioned the rehabilitation scheme of NTC by its order dated 15<sup>th</sup> February, 2002 and approved sale of its assets including the said entire land.
- vi. NTC had in order to dispose of the said entire land, floated a tender dated the 19<sup>th</sup> day of January, 2007 for sale of the said entire land on 'as is where is and as is what is basis'.
- vii. Pursuant to the said tender notice Happy Highrises Limited had submitted its bid on the 20<sup>th</sup> day of February, 2007 for purchasing the said land. The said bid was ultimately accepted by NTC.
- viii. By an Indenture of Conveyance dated the 18<sup>th</sup> day of July, 2007 made between NTC, therein referred to as the Vendor of the One Part and Happy Highrises Limited, therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of said Happy Highrises Limited all that the said entire land absolutely and forever.
- ix. Said Happy Highrises Limited had applied for and obtained mutation in respect of the said entire land in the records of the Block Land and Land Reforms Officer in R.S. Modified New Khatian No. 1886 of Mouza Sukchar and in L.R. Khatian No. 1023 of Mouza Rambhadrabati as well as in the records of the Panihati Municipality and the said premises was re-numbered as Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700115 in Ward No.14.
- x. Subsequently said Happy Highrises Limited had applied for conversion of the said entire land from factory land to bastu or homestead land before Sub-Divisional Land and Land Reforms Officer, Khardah.

- xi. After scrutinizing the said application the concerned authority came to the conclusion that said Happy Highrises Limited was holding 2.51 acres of surplus land and for that said Happy Highrises Limited filed an application on 12<sup>th</sup> day of May 2008, under Section 14Z of the West Bengal Land Reforms Act 1955 before the Principal Secretary and Land & Land Reforms Commissioner, West Bengal, for allowing it to hold surplus land.
- xii. Thereafter Memo No.V-Cell-38/4311/L&LR(N)/08 dated 19.09.2008 was issued by the Additional District Magistrate & District Land and Land Reforms Officer, Barasat in which the said ADM & DL & LRO, Barasat recorded his findings in respect of resumption of the surplus land containing an area of 2.51 acres in Mouza Sukhchar P.S. Khardah (1.176 acres) of Land and in Mouza Rambhadrabati P.S. Khardah (1.334 acres) of land (hereinafter collectively referred to as the **Surplus Land**) and forwarded the same to the Joint Secretary, Land & Land Reforms Department for final consideration.
- xiii. The Joint Secretary to the Government of West Bengal, Land and Land Reforms Department confirmed the findings of ADM & DL & LRO, Barasat and came to the conclusion that said Happy Highrises Limited was unable to retain the said surplus land and intimated the same to ADM & DL & LRO, Barasat by Memo No.01(1)/235/08-ISJS(SR)-L dated 27<sup>th</sup> October 2008.
- xiv. Pursuant to the said decision of Joint Secretary to the Government of West Bengal, Land and Land Reforms Department the Surplus Land was ultimately resumed by the State of West Bengal under the supervision of the Revenue Officer on 11<sup>th</sup> day of November, 2008.
- xv. The appeal from the said order of resumption filed by said Happy Highrises Limited before The Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas was also rejected.
- xvi. Thereafter on the assurance of the Panihati Municipality, the said Happy Highrises Limited entered into an understanding on 04.08.20210 with the Panihati Municipality, wherein the Panihati Municipality had agreed to assist in releasing the vested area of 1.176 acres situated in Mouza Sukchar from the Government of West Bengal upon exchanging the allocation of the vested land with the same quantity of land situated in Mouza Rambhadrabati.

- xvii. On the basis of the assurances of the Panihati Municipality, said Happy Highrises Limited filed an application from the order of the said The Learned Collector & Additional District Magistrate & District Land & Land Reforms Officer, North 24-Parganas before the West Bengal Land Reforms and Tenancy Tribunal, which was subsequently withdrawn.
- xviii. Thereafter, by a Deed of Gift dated the 11<sup>th</sup> day of November, 2010 made between the said Happy Highrises Limited therein referred to as the Donor of the One Part and The Panihati Municipality therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Barrackpore in Book No.I CD Volume No. 41 Pages 287 to 304 Being No. 11611 for the year 2010, said Happy Highrises Limited has made a free and absolute gift in respect of the piece and parcel of land containing an area of 1.3 acres more or less for construction of a Water Treatment Plant by the Panihati Municipality and lying situate at Mouza Rambhadrabati, J.L. No.7, P.S. Khardah L.R. Khatian No.940 comprised in –

R.S. Plot No.	L.R. Plot No.	Area (in acres)
130	290 (P)	0.174
129	289 (P)	1.048
129/363	282 (P)	0.065
131	291 (P)	0.001
116	283 (P)	0.012
	Total	1.300

Thus the Panihati Municipality had taken possession of the aforesaid gifted land and also the land reserved for exchange of the vested land to set up a water treatment plant.

- xix. By an application dated 28<sup>th</sup> November 2008, the said Happy Highrises Limited sought for an exemption under section 20(1)(A) of the Urban Land (Ceiling & Regulation) Act, 1976 regarding the said entire Land on the basis of the summary of proceedings in Case no.503 of 1993 before the Board for Industrial Financial Reconstruction. Thereafter the Urban Development (Urban Land Ceiling) Department by a letter

being no.899-UL/0/IL-23/2008 dated 12<sup>th</sup> May 2010 intimated said Happy Highrises Limited that the prayer for granting No objection Certificate in respect of the said Land had been rejected and thereafter the Urban Land Ceiling Department issued a notice under section 8(3) of the Urban Land (Ceiling & Regulation) Act, 1976. On receipt of the said notice, the Owner filed a Writ Petition under Article 226 of the Constitution of India before the Hon'ble High Court, Calcutta being WP no.1002 of 2010 and the Hon'ble Court subsequently was also pleased to pass an order of status – quo in respect of the said land and further post this the Urban Land (Ceiling & Regulation) department issued the final notice under section 9 of the said Act bearing Memo no.71/ULC/BKP dated 18.08.2010. Thereafter, said Happy Highrises Limited filed another Writ under Article 226 of the Constitution of India Petition before the Hon'ble High Court being WP no.1160 of 2010 challenging such final notice of the Urban Land (Ceiling & Regulation) Department. The Hon'ble Court, by an order dated 8<sup>th</sup> September 2010, was pleased to pass an interim order of injunction restraining Urban Land (Ceiling & Regulation) Department therein from giving any effect and/or further effect and/or from taking steps in terms of the said Final Statement communicated to the Owner. The said order of the Hon'ble Court thereafter extended by the Hon'ble Court time to time and lastly, the Hon'ble Court was pleased to extend the said order by an order dated 9<sup>th</sup> October 2012 until further orders.

- xx. Thus the said Happy Highrises Limited was now absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 22.90 acres (hereinafter referred to as the said **SUBJECT LAND**) be the same a more or less out of the said entire land situate lying at and being part of municipal holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115 in Ward No.14 of Panihati Municipality more fully and particularly described in the **Part II of Schedule A** hereunder written free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions trusts of whatsoever nature.
- xxi. On the basis of the assurance provided by the Panihati Municipality, the said Happy Highrises Limited had got a final plan duly sanctioned by Panihati Municipality having No.1005 dated 11<sup>th</sup> March 2011 for construction of a multistoried multi-use and residential building complex comprising of various independent building towers upon the "said Subject Land" now known as **GODREJ PRAKRITI**.

- xxii. Thereafter, said Happy Highrises Limited had revised the aforementioned plan duly sanctioned by Panihati Municipality having No.681 dated 30<sup>th</sup> December 2015.
- xxiii. The said plan was revised and a modified Sanctioned Plan No. 273 dated 26<sup>th</sup> November, 2019 was made available by the Panihati Municipality.
- xxiv. By an application, being Company Scheme Petition No.23 of 2017 under Sections 391 to 394 of the Companies Act, 1956 and Sections 230 to 232 of the Companies Act, 2013 for amalgamation of the said Happy Highrises Limited with Godrej Properties Limited, was filed in the Hon'ble National Company Law Tribunal, Mumbai Bench and by an order dated 29<sup>th</sup> March 2017 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench, the Happy Highrises Limited was amalgamated and merged with Godrej Properties Limited (the Vendor herein).
- xxv. In view of the said amalgamation of the said Happy Highrises Limited with Godrej Properties Limited all assets, liabilities, right, title, interest and obligations of the Happy Highrises Limited have been transferred and vested with Godrej Properties Limited and on and from effective date of 1<sup>st</sup> day of May 2016 the said Happy Highrises Limited has become Godrej Properties Limited.
- xxvi. In view of the above, the Vendor is the absolute and lawful owner of the said Subject Land, described in **Part II of Schedule A** hereunder written, which was transferred vide Conveyance dated the 18<sup>th</sup> day of July, 2007 made between NTC and Happy Highrises Limited, registered at the office of the Additional District Sub-Registrar, Barrackpore in Book No.I, Volume No.2, Pages 175 to 192, Being No.4760 for the year 2007.
- B. The Project Land is earmarked for the purpose of building a multistoried Residential Project and the said project shall be known as "**RETREAT AT GODREJ PRAKRITI**";(Project/Phase) Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority
- C. The Vendor has fully constructed and completed the building/Tower no.\_\_\_\_\_ in Retreat at Godrej Prakriti in accordance with the said sanctioned building plans on \_\_\_\_\_ and received the Completion Certificate being \_\_\_\_\_ dated

\_\_\_\_\_ from Panihati Municipality, North 24 Parganas. The Purchaser/s has/have been informed and has/have understood that the Vendor may at its discretion construct additional floors in Tower Q (Sahyadri) and R (Kumayun) and the Purchaser/s are agreeable to the same. The Purchaser/s has/have also been informed that though at present, the sanctioned plan for the Project has been approved for construction of the said Towers – Q(Sahyadri) and R(Kumayun) upto B+G + 21 floors, however, the Environmental Clearance for the two abovementioned towers has been received for B+G+19 floors. The Vendor has submitted the revised application to the State Environment Impact Assessment Authority, West Bengal, and approval of the same is awaited. The Purchaser/s understand/s and is aware that upon receipt of the aforesaid Environmental Clearance the Vendor intends to construct the remaining 2(two) floors on the said Towers – Q (Sahyadri) and R(Kumayun) (**“Balance Floors”**). In the event if the Vendor is unable to construct the Balance Floors in the said Tower due to any reason whatsoever, the said Tower – Q(Sahyadri) and R(Kumayun) will be constructed till the 19th Floor in accordance with the statutory approvals. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above.

- D. 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 Vendor herein of the First Part, and Purchasers of the Other Part, the Vendor 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 Retreat at Godrej Prakriti 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 Retreat at Godrej Prakriti for a total consideration of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) plus the applicable taxes and on the other terms and conditions mentioned.
- E. The Purchaser/s has inspected, scrutinized and is satisfied with the Vendor’s right, title and interest to the subject land as well as project land, the Vendor’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 Vendor 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 Vendor and as such the Vendor is executing this Deed of

Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

F. The Purchaser has now satisfied himself as to the following:-

- (a) The super built up area of the Unit.
- (b) Structural stability of the Tower.
- (c) Construction of the Tower and the Unit.
- (d) The fittings and fixtures installed.
- (e) Completion and finishing of the Unit.
- (f) The situation of car parking space, if purchased.
- (g) The supply of water and electricity.
- (h) The common facilities and amenities of the Tower and the Complex.

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

- i. **ACT:** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- ii. **RULES:** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- iii. **REGULATIONS:** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- iv. **SECTION:** means a section of the Act
- v. **APARTMENT:** shall mean the Apartment No. (**Apt. No**) in the Tower/Building named/No. (**Tower No.**), situated in the (**Floor No**) floor, having carpet area of (**Apartment area in Sq.Mtr**) sq. mt./ (**approx.**), as described in **Part III of Schedule A** along with \_\_\_ parking space, 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 **Schedule B**.
- vi. **APEX BODY/FEDERATION:** shall mean a body to be formed under relevant laws by the Vendor to take over the overall charge of the subject land from the Vendor and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.

- vii. **ARCHITECTS**: shall mean Anirban Bakshi (MN Consultants One Design Solutions), the Architects appointed by the Vendor or such other Architect as the Vendor may appoint from time to time for the Project
- viii. **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- ix. **BUILDING/TOWER**: shall mean the Building No./Name RETREAT AT GODREJ PRAKRITI (TOWER \_\_), in which the Apartment is situated.
- x. **BOOKING AMOUNT** shall mean 20 % (twenty percent) of the Total Consideration
- xi. **PARKING**: shall mean the space in the parking area of the building complex/Project expressed or intended or reserved by the Vendor for parking of motor cars/scooters/other vehicles more particularly described in **Part III of Schedule A** hereunder written.
- xii. **CARPET AREA**: means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment 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, but includes the area covered by the internal partition walls of the Apartment.
- xiii. **NOTICE FOR POSSESSION**: shall mean the notice contemplated in Clause 7 of the Agreement for Sale dated .....
- xiv. **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment for exclusive use of the Purchaser/s.
- xv. **FORCE MAJEURE**: shall in addition to the above mean 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 Vendor;
- xvi. **NON REFUNDABLE AMOUNT**: shall mean (a) Booking Amount (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if

any, and (d) administrative charges as per Vendor's policy and (e) all taxes paid by the Vendor to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which the Vendor may incur either by way of adjustment made by the bank in installments or paid directly by the Vendor to the bank.

- xvii. **PROJECT LAND**: shall mean the portion of the Subject Land, more particularly described in **Part II of Schedule "A"** hereunder written.
- xviii. **PROJECT/PHASE**: shall mean a multistoried Residential Project consisting of two towers- Tower – Q(Sahyadri) with (B+G+21 floors), Tower – R(Kumayun) (B+G + 21 floors) and one Multi Level Car Parking (MLCP)Building (G+4 Floors) along with the Common Areas, parts and facilities, to be developed on the Project Land in the name and style **RETREAT at GODREJ PRAKRITI**
- xix. **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;
- xx. **SUBJECT LAND**: shall mean All That the piece and parcel of land containing an area of 22.90 acres be the same a little more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Kolkata-700 115, Ward No.14 of Panihati Municipality comprised in Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 (12.694 acres) and in Mouza Rambhadrabati J.L. No.07 P.S. Khardah, L.R. Khatian No.1023 (10.206 acres) more fully and particularly described in the **Part I of Schedule "A"** hereunder written.
- xxi. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxii. 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**.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said Sale Agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees ..... Only)** the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said unit and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All that a Residential Apartment being No. \_\_\_\_ on the \_\_\_\_ floor of Tower No.\_\_\_\_ in the project named as Retreat at Godrej Prakriti 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 more fully and particularly mentioned and described in the **PART III SCHEDULE A** hereunder written with fittings and fixtures to be provided therein by Vendor and wherever the context so permits shall include the Purchaser's proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Apartment (all of which are hereto before as well as hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Co-Owners and the other lawful occupants of the Complex **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

II. **AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-

(a) Notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor.

(d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

(e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

(f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(g) The Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

(h) The Vendor doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and un-cancelled.

III. **AND THE PURCHASER HEREBY COVENANT WITH THE VENDOR** 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 “.....” 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 Vendor 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 Purchaser’s 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.
- d) That the Vendor shall form an Association of the Purchaser/s of Apartment in the Project, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Vendor may decide, which shall be responsible for maintenance and management of the Project, within such period as may be prescribed under the Relevant Laws.
- e) That the Vendor shall form an Association/Apex Body/Federation/common organisation for the Subject Land for each of

residential and commercial zones (“**Apex Body**”) , as the Vendor may deem fit, for the purposes of effective maintenance and management of the Subject Land including for Common Areas and amenities of the Project and/or of the Subject Land at such time and in such a manner as the Vendor may deem fit to be known by such name as the Vendor may decide, within such period as may be prescribed under the Relevant Laws.

- f) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out hereunder), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the Association/Apex Body/Federation/common organisation/Apex Bodies on such terms and conditions as the Vendor may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Vendor, in its discretion provide suitable provisions in the constitutional documents of the Association/Apex Body/Federation/common organisation/Apex Bodies/common organisation.
- g) Make provisions for payment of outgoings/CAM to the Association/the Apex Body/Federation for the purposes of maintenance of Project/Phase in which the Apartment is located and the entire Subject Land.
- h) The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and Articles of Association drafted/adopted by the Vendor for the Association, necessary for the formation and registration of the Association/Apex Body/Federation/common organisation within 10 (ten) days from intimation by the Vendor. The Purchaser/s agree(s) not to object to any changes/amendments made by the Vendor in the draft/model bye-laws/memorandum and Articles of Association for the Association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Vendor and the other Purchaser/s of apartment(s) in the Project/Phase. The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association / Apex Body and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the Association by the Vendor as the case may be or as required by any other competent authority. The Purchaser/s hereby authorize Vendor to sign and execute all such forms applications, papers

and documents on his/her/their/its behalf as may be required for this purpose.

- i) The Vendor may become a member of the Association/Apex Body/common organization to the extent of all unsold and/or unallotted Apartment(s) areas and spaces in the Project/Subject land.
- j) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any such documents in this regard, shall be borne and paid by the Association/Apex Body.
- k) The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of the Subject Land and as such the Vendor shall hand over the common areas of the Subject Land including the said Project to the Association/Apex Body/common organization. The Vendor shall handover the common areas/common amenities of the Subject Land to the Association / Apex Body within such period as the Vendor may deem fit and proper, however such handing over shall not be later than 5 (five) years from date of the completion of the entire development of the said Subject Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with the relevant laws that may be in force from time to time and sale of all the apartments constructed in the said subject land and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allote/s hereby agree(s) and confirm(s) that till handover to the Association or Apex Body, the Purchaser/s shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Vendor from time to time.
- l) The Purchaser(s) has/have been informed and has/have understood that the Vendor may at its discretion construct additional floors in Tower Q (Sahyadri) and R (Kumayun) and the Purchaser/s are agreeable to the same. The Purchaser/s has/have also been informed that though at present, the sanctioned plan for the Project has been approved for construction of the said Towers – Q(Sahyadri) and R(Kumayun) upto B+G + 21 floors, however, the Environmental Clearance for the two abovementioned towers has been received for B+G+19 floors. The Promoter/Owner/ Vendor has submitted the revised application to the State Environment Impact Assessment Authority, West Bengal, and approval of the same is awaited. The Purchaser/s understand/s and is aware that upon receipt of the aforesaid Environmental Clearance the

Vendor intends to construct the remaining 2(two) floors on the said Towers – Q (Sahyadri) and R(Kumayun) (**“Balance Floors”**). In the event if the Vendor is unable to construct the Balance Floors in the said Tower due to any reason whatsoever, the said Tower – Q (Sahyadri) and R(Kumayun) will be constructed till the 19th Floor in accordance with the statutory approvals. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above and the Purchaser/s has/have accordingly accorded his/her/its consent for the same

- m) 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 Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Vendor to rectify such **defects** without further charge, within 30(thirty) days, and in the event of Vendor’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 Vendor’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.
- n) 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 Vendor 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.
- o) The Purchaser/s acknowledge(s) that the Vendor 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 Vendor deems fit.

- p) The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Vendor 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 Vendor may deem fit (ii) the Vendor 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 Vendor on the Project Land/Subject Land.
- q) 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 Vendor, till the time the development of the entire Layout as contemplated by the Vendor is completed by the Vendor.
- r) 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 Vendor and the Vendor 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 Vendor 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.
- s) 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 Vendor, if permitted by the Panihati Municipality 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 Vendor who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Vendor may deem fit.

- t) Untill the conveyance of the structure of the Building(s)/Tower to the Association/Apex Body/Federation/Common Organisation, the Purchaser/s shall pay to the Vendor such proportionate share of outgoings as may be determined by the Association/Apex Body/Federation/Common Organization. The Purchaser/s further agrees that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Vendor provisional monthly contribution as determined by the Vendor from time to time. The amounts so paid by the Purchaser/s to the Vendor shall not carry any interest and remain with the Vendor until a conveyance in favour of the Association/Apex Body/Federation/Common Organisation as aforesaid. On such conveyance being executed, the balance amount of deposits shall be paid over by the Vendor to the Association/Apex Body/Federation/Common Organisation.
- u) The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser/s as advance or deposit, sums received and retained by the Vendor till the time the Association/Apex Body/Federation/Common Organisation is formed, subsequently on account of Association or Apex Body/Federation/Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### **IV. THE VENDOR FURTHER COVENANTS WITH THE PURCHASER AS FOLLOWS:**

- i) The Vendor 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 Vendor is 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 Vendor will pay all taxes, rates and cesses, in respect of the Said land up to the Possession Date as mentioned in the Clause no.7 of the said Agreement of Sale.....;
- v) The Purchaser(s) hereby agrees that post expiry of the time specified in the Notice of Possession the Allottee/s shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Vendor, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Purchaser/s.
- vi) The Purchasers has/have been informed and has/have understood that the Vendor may at its discretion construct additional floors in Building/Tower \_\_\_\_ and \_\_\_\_ of the Project/Phase and the Purchaser/s are agreeable to the same. The Purchaser/s has/have also been informed that though at present, the Vendor has received the Environmental Clearance for construction up till 19 floors in these building/towers , the development permission has been received for construction of the said Building/Towers up till the 21st floor while the Vendor has applied for a revision of the Environmental Clearance, it be noted that the Vendor intends to construct additional 2 (two) floors on the said Tower - \_\_\_\_ and \_\_\_\_ (“Additional Floors”) thereby increasing the height of the said Building/Tower - \_\_\_\_ and \_\_\_\_, without impacting the area of the Apartment/Flat of the Purchaser/s, provided that the same is approved by the relevant Government Authorities. In the event if the Vendor is unable to construct the Additional Floors in the said Tower due to any reason whatsoever, the said Building/Tower - \_\_\_\_ and \_\_\_\_ will be constructed till the 19th Floor or in accordance with the approval received by the relevant Government Authorities. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above and the Purchaser/s has/have accordingly accorded his/her/its consent for the same in the prescribed format as set out in Annexure \_\_\_\_thereto.
- vii) The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Vendor as per Clause 7.2 of the said Agreement for Sale, then the Purchaser/s shall pay to the Vendor holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per

square meter of the Total Area of the Flat/Unit (“**Holding Charges**”) and applicable maintenance charges as per Clause 7.2 and 7.3 in the said Agreement, towards upkeep and maintenance of the common areas and facilities (if any) and proportionate municipal rates and taxes attributable to the said Flat/unit for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Vendor but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

- viii) The Purchaser hereby agrees that post expiry of the time specified in the Notice of Possession the Allotee/s shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Vendor, with respect to any item of work alleged not to have been carried out or completed. The Allotee/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Purchaser/s.

**V. THE PURCHASERS COVENANT WITH THE OWNERS AND THE VENDOR 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 Vendor 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 Vendor 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 Vendor 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.
- ix) 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.
- x) 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.

- xi) 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.
- xii) 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 Vendor. 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 Vendor 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.

**THE SCHEDULE ABOVE REFERRED TO :**

**SCHEDULE A  
PART I  
(DESCRIPTION OF THE SUBJECT LAND)**

**ALL THAT** the piece and parcel of non-irrigated land containing an area of 22.90 acres be the same a more or less situate lying at and being Municipal Holding No.187F/1, Barrackpore Trunk Road, Ward No.14 of Panihati Municipality, Kolkata-700 115 comprised in the following:-

Mouza Sukchar, P.S. Khardah, J.L. No.09, R.S. Modified New Khatian No. 1886 comprised in :

R.S. Dag No.	Area (In Acres)
3446	0.30
3422	0.13
3420	0.33
3426	0.26
3413	0.06
3416	0.30
3423	0.01
3468	0.23
3469	0.06
3470	0.59
3470/3540	0.28
3471	0.13
3450	0.84
3447	1.46
3450/3558	0.22
3459/3559	0.31
3472	0.72
3477	0.76
3466	0.19
3475	0.26

3464	0.066
3465	0.005
3473	0.41
3474	0.20
3467	0.061
3452	1.30
3453	0.042
3452/3539	0.124
3421	0.39
3424	0.54
3425	0.04
3432	0.44
3462	0.047
3463	1.359
3451	0.23
Total	12.694 Acres

And in Mouza Rambhadrabati, J.L. No.07, P.S. Khardah, L.R. Khatian No.1023  
comprised in:

L.R. Dag No.	Area (In Acres)
283	0.768
284	0.26
285	0.41
286	3.17
287	1.39
288	1.74
289	1.292
291	1.006
292	0.17
Total	10.206 acres

**PART II****(DESCRIPTION OF THE PROJECT LAND)**

**ALL THAT** piece and parcel of land measuring about \_\_\_\_\_ Acres, being the part of the Subject land, as mentioned hereunder be the same a little more or less, together with all easement rights, privileges and appurtenances thereto situated and lying at Mouza: Rambhadrabati, J.L. No.07, P.S. Khardah, L.R. Khatian No.1023 comprised in:

L.R. Dag No.	Area (In Acres)
283	0.768
284	0.26
285	0.41
286	3.17
287	1.39
288	1.74
289	1.292
291	1.006
292	0.17
Total	10.206 acres

**PART III**  
**(DESCRIPTION OF THE APARTMENT)**

A Residential Apartment being No. \_\_\_\_\_ on the \_\_\_\_ floor of Building/Tower \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meter (\_\_\_\_\_ sq. ft.) (equivalent to saleable area of \_\_\_\_ sq.ft.) (\*1 Sq. Feet = 0.092903 sq. meters.) in **RETREAT AT GODREJ PRAKRITI** be the same little more or less and delineated in '**Red Colour**' border of Schedule B annexed hereto togetherwith \_\_\_\_\_ No. of covered parking space.

**(DESCRIPTION OF PARKING SPACE)**  
\_\_\_\_\_ number of Covered Parking Space.

**Schedule B**

**FLOOR PLAN/ TOWER PLAN/LAYOUT PLAN**

**Schedule C**

**PAYMENT SCHEDULE AND MANNER OF  
PAYMENT**

**Schedule D**  
**SPECIFICATIONS**

**Schedule E**

**COMMON AREAS AND PORTIONS, AMENITIES AND FACILITIES**

**AMENITIES**

**FACILITIES**

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

**SIGNED AND DELIVERED** by the **VENDOR** at Kolkata in the presence of :

1.

2.

**SIGNED AND DELIVERED** by the **PURCHASER** at Kolkata in the presence of:

1.

2.

**Drafted By**

