

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE (Agreement)** has been made and executed on this _____ day of _____, 2025 (**Execution Date**).

(2)

DRAFT FOR DISCUSSION

BY AND BETWEEN

GODREJ PROPERTIES LIMITED [PAN: AAACG3995M] [CIN: L74120MH1985PLC035308] a company incorporated under the relevant provisions of The Companies Act, 1956 and now governed by The Companies Act, 2013 and having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and also having its regional office at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 represented through its Authorised Signatory, _____, [PAN: _____] [ADHAAR NO. _____], son of _____, working for gain at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091, duly authorized vide Resolution dated _____ hereinafter referred to as "**VENDOR/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

(1) (1ST APPLICANT) (PAN (**Pan no. of 1st Applicant**)) (Aadhar No. (**Aadhar no. of 1st Applicant**)), son of (1st Applicant's Father name), an Indian citizen, and **(2) (2ND APPLICANT)** (PAN (**Pan no. of 2nd Applicant**)) (Aadhar No. (**Aadhar no. of 2nd Applicant**)), wife of (2nd Applicant's Husband name), an Indian citizen, both residing at (Address of applicants), (State), PIN-(Pin No.), P.O (PO) and P.S (PS), hereinafter called the "**PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

DRAFT FOR DISCUSSION

GODREJ PROJECTS DEVELOPMENT LIMITED [PAN: AAECG0366L] [CIN: U70102MH2010PLC210227] a company incorporated under the relevant provisions of The Companies Act, 1956 and now governed by The Companies Act, 2013 and having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and also having its regional office at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 represented through its Authorised Signatory, _____, [PAN: _____] [ADHAAR NO. _____], son of _____, working for gain at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091, duly authorized vide Resolution dated _____ hereinafter referred to as "**CONFIRMING PARTY NO. 1**" (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 **THIRD PART**

AND

GODREJ REALTY PRIVATE LIMITED [PAN: AACCC6224D] [CIN: U70100MH2005PTC154268], a company incorporated under the relevant provisions of The Companies Act, 1956 and now governed by The Companies Act, 2013 and having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079 and also having its regional office at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091 represented through its Authorised Signatory, _____, [PAN: _____] [ADHAAR NO. _____], son of _____, working for gain at "Godrej Waterside", Tower - II, Block - DP, Plot - 5, Salt Lake, Sector - V, Post Office - Sech Bhavan, Police Station - Electronic Complex, Kolkata - 700 091, duly authorized vide Resolution dated _____ hereinafter referred to as "**CONFIRMING PARTY NO. 2**" (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 **FOURTH PART**.

DRAFT FOR DISCUSSION

The CONFIRMING PARTY NO. 1 and CONFIRMING PARTY NO. 2 shall hereinafter collectively referred to as "CONFIRMING PARTIES".

The VENDOR/DEVELOPER, PURCHASER, CONFIRMING PARTY NO. 1 and CONFIRMING PARTY NO. 2 shall hereinafter collectively be referred to as the "PARTIES" and individually referred to as a "PARTY".

WHEREAS:

1. By and under a Deed of Conveyance dated 19th day of November, 2024 made between Agrogreen Plants Nutrition Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited therein referred to as the Purchasers of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 728818 to 728877, Being No. 13483 of 2024, the said Agrogreen Plants Nutrition Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 0.5560 Acres (2250.0522 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 268, 279, 283, 302, 308, 274, 283, 284 and 335 corresponding to L.R. Khatian Nos. 1257 and 1289 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

DRAFT FOR DISCUSSION

2. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Agrogreen Plants Nutrition Private Limited therein referred to as the Vendor of the one part and Godrej Projects Development Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 728703 to 728762, Being No. 13474 of 2024, the said Agrogreen Plants Nutrition Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Projects Development Limited ALL THAT the piece and parcel of land ad-measuring 1.1516 Acres (4660.3598 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 268, 321, 324, 343, 344, 345, 346, 347 and 284 corresponding to L.R. Khatian Nos. 1257, 1289 and 514 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
3. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Asian Housing and Infrastructure Limited therein referred to as the Vendor of the one part and Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited therein referred to as the Purchasers of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 728878 to 728940, Being No. 13481 of 2024, the said Asian Housing and Infrastructure Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 2.4254 Acres (9815.24557 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 270, 271, 273, 278, 293, 296, 297, 299, 304, 305, 306, 307, 309, 310, 311, 312, 313, 319 and 308/612 corresponding to L.R. Khatian Nos. 669, 1221, 1259 and 1290 lying and situated at District 24 Parganas (South), Police Station - Usthi,

DRAFT FOR DISCUSSION

Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

4. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Asian Housing and Infrastructure Limited therein referred to as the Vendor of the one part and Godrej Projects Development Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 728941 to 729003, Being No. 13472 of 2024, the said Asian Housing and Infrastructure Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Projects Development Limited ALL THAT the piece and parcel of land ad-measuring 4.1366 Acres (16740.2263 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 271, 278, 279, 280, 281, 282, 290, 291, 293, 296, 297, 305, 309, 310, 311, 312, 313, 319, 326, 327, 328, 329, 344, 345, 353, 308/612 and 235 corresponding to L.R. Khatian Nos. 669, 1221, 1259 and 965 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 & 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua & Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
5. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Fanatic Agrotech Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited therein referred to as the Purchasers of the other part and registered before the Additional

DRAFT FOR DISCUSSION

Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages – 729071 to 729137, Being No. 13475 of 2024, the said Fanatic Agrotech Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 4.3586 Acres (17638.6284 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 267, 268, 269, 270, 271, 272, 273, 274, 280, 283, 285, 288, 289, 291, 292, 294, 298, 299, 300, 301, 302, 303, 304, 308, 314, 315, 316, 317, 318, 259/611 and 33/581 corresponding to L.R. Khatian Nos. 1149 and 1264 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza – Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

6. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Fanatic Agrotech Private Limited therein referred to as the Vendor of the one part and Godrej Projects Development Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages – 729004 to 729070, Being No. 13473 of 2024, the said Fanatic Agrotech Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Projects Development Limited ALL THAT the piece and parcel of land ad-measuring 10.8466 Acres (43894.63287 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 257, 258, 280, 282, 283, 285, 286, 287, 288, 289, 291, 292, 294, 295, 304, 308, 317, 318, 320, 321, 322, 323, 324, 326, 327, 328, 329, 330, 341, 344, 345, 346, 347, 353, 259.611, 325, 325/590 and 325/593 corresponding to L.R. Khatian Nos. 1149, 1264, 1256, 911 and 804 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza – Gandua and

DRAFT FOR DISCUSSION

within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

7. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Greeneva Tea & Beverages Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited therein referred to as the Purchasers of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730455 to 730511, Being No. 13485 of 2024, the said Geenenva Tea & Beverages Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited, Godrej Projects Development Limited and Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 0.79270 Acres (3207.94309 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 265, 297, 304, 320, 334, 335 and 1 corresponding to L.R. Khatian Nos. 1155, 1265, 1260 and 1121 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 & 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua & Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
8. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Greeneva Tea & Beverages Private Limited therein referred to as the Vendor of the one part and Godrej Projects Development Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No.

DRAFT FOR DISCUSSION

I, Volume No. 1902-2024, Pages - 728763 to 728817, Being No. 13480 of 2024, the said Greeneve Tea & Beverages Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Projects Development Limited ALL THAT the piece and parcel of land ad-measuring 1.5705 Acres (6355.58801 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 280, 319, 331, 332, 340, 342, 343, 352 and 33/581 corresponding to L.R. Khatian Nos. 1155, 1265 and 1291 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

9. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Agrogreen Plants Nutrition Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730949 to 731001, Being No. 13493 of 2024, the said Agrogreen Plants Nutrition Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited ALL THAT the piece and parcel of land ad-measuring 0.04 Acres (161.8743 Square Meters) be the same a little more or less lying and situated in L.R. Dag No. 261 corresponding to L.R. Khatian No. 1257 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

DRAFT FOR DISCUSSION

10. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Agrogreen Plants Nutrition Private Limited therein referred to as the Vendor of the one part and Godrej Realty Private Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730567 to 730624, Being No. 13487 of 2024, the said Agrogreen Plants Nutrition Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 2.0388 Acres (8250.73 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 279, 16, 26, 27, 28, 1, 2, 29, 78, 78/837, 78/838 corresponding to L.R. Khatian Nos. 1257, 1190, 1177, 795, 969, 1195 and 986 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69, 73, 133 under the Registration Office of Additional District Sub-Registrar of Usthi & Phalta, under Mouza - Gandua, Rossa and Kalaria and within the local limits of the Sreechanda Gram Panchayat, Hariharpur Gram Panchayat and chaluari Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
11. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Asian Housing and Infrastructure Limited therein referred to as the Vendor of the one part and Godrej Properties Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 731002 to 731054, Being No. 13494 of 2024, the said Asian Housing and Infrastructure Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited ALL THAT the piece and parcel of land ad-measuring 0.0741 Acres (299.87 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 260, 262 and 267 corresponding to L.R. Khatian No. 669 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the

DRAFT FOR DISCUSSION

Registration Office of Additional District Sub-Registrar of Usthi, under Mouza – Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

12. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Asian Housing and Infrastructure Limited therein referred to as the Vendor of the one part and Godrej Realty Private Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages – 730625 to 730690, Being No. 13488 of 2024, the said Asian Housing and Infrastructure Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 12.7806 Acres (51721.25319 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 178, 279, 281, 296, 297, 311, 312, 313, 319, 320, 77, 78, 78/837, 78/838, 1, 2, 4, 5, 6, 8, 9, 10, 11, 16, 20, 26, 27, 30, 32, 33, 34, 36, 39 and 40 corresponding to L.R. Khatian Nos. 669, 1221, 1259, 986, 795, 969 and 965 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69, 73 and 133 under the Registration Office of Additional District Sub-Registrar of Usthi & Phalta, under Mouza – Gandua, Rossa and Kalaria and within the local limits of the Sreechanda Gram Panchayat, Hariharpur Gram Panchayat and chaluari Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

13. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Fanatic Agrotech Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited therein referred to as the Purchaser of the other part and registered before the

DRAFT FOR DISCUSSION

Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730889 to 730948, Being No. 13492 of 2024, the said Fanatic Agrotech Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited ALL THAT the piece and parcel of land ad-measuring 3.4409 Acres (13924.8283 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 253, 254, 257, 258, 259, 260, 261, 262, 266, 267, 268, 333, 339, 259/611 and 334/581 corresponding to L.R. Khatian Nos. 1149, 953 and 1264 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

14. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Fanatic Agrotech Private Limited therein referred to as the Vendor of the one part and Godrej Realty Private Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730691 to 730744, Being No. 13491 of 2024, the said Fanatic Agrotech Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 0.9233 Acres (3736.46253 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 280, 292, 295, 320, 1, 28 and 33 corresponding to L.R. Khatian Nos. 1149m 1264, 1188, 1256, 918 and 1169 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 and 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all

DRAFT FOR DISCUSSION

encumbrances, charges, liens, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

15. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Greeneva Tea & Beverages Private Limited therein referred to as the Vendor of the one part and Godrej Properties Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 729530 to 729585, Being No. 13484 of 2024, the said Greeneva Tea & Beverages Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Properties Limited ALL THAT the piece and parcel of land ad-measuring 4.7847 Acres (19362.9939 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 254, 255, 256, 262, 263, 264, 265, 332, 333, 334, 339, 340 and 334/581 corresponding to L.R. Khatian Nos. 1155, 1265 and 1291 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is morefully and particular described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
16. By and under another Deed of Conveyance dated 19th day of November, 2024 made between Greeneva Tea & Beverages Private Limited therein referred to as the Vendor of the one part and Godrej Realty Private Limited therein referred to as the Purchaser of the other part and registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2024, Pages - 730512 to 730566, Being No. 13486 of 2024, the said Greeneva Tea & Beverages Private Limited sold, transferred, conveyed, granted, assigned and assured unto and in favour of the said Godrej Realty Private Limited ALL THAT the piece and parcel of land ad-measuring 2.890 Acres (11695.8197 Square Meters) be the same a little more or less lying and situated in L.R. Dag Nos. 320, 1, 15, 16, 17, 18, 21, 28 and 31 corresponding to L.R. Khatian Nos.

DRAFT FOR DISCUSSION

1260, 1121 and 1174 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 and 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat which is more fully and particularly described and mentioned in the schedule thereunder written, absolutely and forever, free from all encumbrances, charges, liens, lis pendens, attachments, mortgages, acquisitions, requisitions, debentures or trusts whatsoever, at or for a consideration therein mentioned.

17. Thus, in pursuance to the Deeds of the Conveyance stated herein above the Vendor/Developer and the Confirming Parties herein become the absolutely owner and thus seized and possessed and/or otherwise become well and sufficiently entitled to ALL THAT the pieces and parcels of freehold land admeasuring 52.81 Acres equivalent to 213714.49 square meters lying and situated in L.R. Dag Nos. 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 425, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 339, 340, 341, 342, 343, 344, 345, 346, 347, 352, 353, 259/611, 308/612, 325/590, 325/593, 334/581, 77, 78, 78/837, 78/838, 1, 2, 4, 5, 6, 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39, 40 and 235 corresponding to L.R. Khatian Nos. 1257, 1289, 1297, 514, 669, 1221, 1259, 1290, 965, 1149, 1264, 1256, 911, 804, 1155, 1265, 1260, 1121, 1291, 1190, 1177, 795, 969, 1195, 986, 1186, 953, 1188, 918, 1169 and 1174 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69, 73 and 133 under the Registration Office of Additional District Sub-Registrar of Usthi & Phalta, under Mouza - Gandua, Rossa and Kalaria and within the local limits of the Sreechanda Gram Panchayat, Hariharpur Gram Panchayat and Chaulari Gram Panchayat and become entitled to record their names in the records of right of the right of the Government of West Bengal upon payment of proportionate revenue at the office of the BL&LRO, Usthi, 24 Parganas (South). (Hereinafter referred to as the 'Subject Land') more fully and particularly described in **Schedule - "A"** hereunder written.

DRAFT FOR DISCUSSION

18. The Vendor/Developer herein out of the said Subject Land is the absolute owner and thus seized and possessed of ALL THAT the pieces and parcels of freehold land admeasuring 1.08 Acres (4377.402 Square Meter) be the same or little more or less lying and situated in L.R. Dag Nos. 265, 266, 267, 268, 253(P) corresponding to L.R. Khatian Nos. 1318 lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 and 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza - Gandua and Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat and become entitled to record their named in the records of right of the right of the Government of West Bengal upon payment of proportionate revenue at the office of the BL&LRO, Usthi, 24 Parganas (South). (Hereinafter referred to as the '**Project Land**') morefully and particularly described in **Schedule - "B"** hereunder written.
19. The Subject Land is earmarked for the purpose of plotted development comprising of several self-contained plots independent of each other under the name and style of **GODREJ ZEN ESTATE** (Hereinafter referred to as the "**Larger Project**") and the part which is being developed on the said Project Land being a part of the Larger Project shall be known as "**GODREJ ZEN ESTATE PHASE I**" (**Project**);
20. The Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest has been duly complied with by the Vendor regarding the Project Land.
21. The Vendor/Developer and the Confirming Parties herein has obtained the final layout plan, sanctioned plan from _____ having No. _____ dated _____, for the Subject Land of which the Project Land is a part. The Vendor/Developer and Confirming Parties herein agree and undertake that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

DRAFT FOR DISCUSSION

22. The Vendor/Developer and the Confirming Parties herein have submitted the notice of commencement under the prescribed format before the _____ on _____. The notice was duly acknowledged by the said _____ on _____.
23. The Vendor/Developer herein has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata under registration No. _____ dated _____. The Confirming Parties herein have registered their projects under the provision of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata under registration No. _____ dated _____ and registration No. _____ dated _____.
24. The Purchaser had applied for a Plot in the Project Land vide application dated and recorded on _____ and has been allotted Plot No. _____ having area of _____ square meter (_____) square feet, as permissible under the applicable law and of pro rata share in the Common Areas ("**Common Areas**") as permissible under applicable law as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot")s morefully and particularly described in **Schedule "C"** hereunder written;
25. The Parties have gone through all the terms and conditions of this Agreement and understand mutual rights and obligations detailed herein;
26. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, mandates, notifications, etc., applicable to the Project;
27. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the present Agreement and all applicable laws, are now willing to enter into this Agreement on the basis of the terms and conditions appearing hereinafter;

DRAFT FOR DISCUSSION

28. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said plot as specified in paragraph '_____'.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer agrees to Sell to the Allottee and the Allottee hereby agrees to Purchase such the said Plot as specified in para '_____'.

1.2 The Total Price for the said Plot is **Rs.** (_____/- (Rupees _____ only) ("**Total Price**") (Breakup and description morefully described in Schedule "**D**"):

Plot No. Type :	Rate of the plot per square feet <i>Refer Schedule "D"</i>
Total Price	Rs.

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Vendor towards the plot;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of value Added Tax, Service Tax, G.S.T. (Goods and Service

DRAFT FOR DISCUSSION

Tax), C.G.S.T. (central Goods and Service Tax) if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor/Developer) up to the date of handing over the possession of the plot to the Allottee and the Project to the Association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate;

- iii. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Vendor/Developer shall be increased/reduced based on such change/modification;
- iv. The Vendor/Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days from the date of such written information. In addition, the Vendor/Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- v. The Total price of the Plot includes Pro Rata share in/right to use the Common Areas.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Vendor/Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

DRAFT FOR DISCUSSION

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule "D"** ("**Payment Plan**").
- 1.5 The Vendor/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor/Developer.
- 1.6 It is agreed that the Vendor/Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the plot, as the case may be, without the previous written consent of the Allottee, provided that the Vendor may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Vendor/Developer shall confirm the final plot area that has been allotted to the Allottee once the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the plot area. The Total Price payable for the plot area shall be recalculated upon confirmation by the Vendor/Developer. If there is a reduction in the plot area within the defined limit then the Vendor/Developer shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the plot area allotted to the Allottee, the Vendor/Developer, shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule "D"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

DRAFT FOR DISCUSSION

1.8 Subject to para 9.3 the Vendor agrees and acknowledges, the Allottee shall have the right to the plot as mentioned below:

- i. The Allottee shall have exclusive ownership of the said plot;
- ii. The Allottee shall also have the undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas for the Subject Land is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. of the Subject Land, without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Vendor/Developer shall transfer/assign undivided proportionate title in the Common Areas to the Association/Apex Body of Allottee as provided in the Act.
- iii. That the computation of the price of the plot includes recovery of price of land, construction of [not only the plot but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas, etc. and includes cost for providing all other facilities, as provided within the Project;

1.9 It is made clear by the Vendor/Developer and the Allottee agrees that the plot along with the parking space shall be treated as a single indivisible apartment for all purposes (if applicable). It is agreed that the Larger Project is an independent, self-contained Project covering the Subject Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Larger Project and Project Level facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project Land as well as the Subject Land.

DRAFT FOR DISCUSSION

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Larger Project shall not form part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.11 The Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity(for Common Areas only),maintenance charges, (including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Vendor/Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Vendor/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs. _____/- (**Rupees** _____ **only**) as part of the Booking Amount, being part payment towards the Total Price of the plot at the time of application the receipt of which the Vendor/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan (**Schedule "E"**) as may be demanded by the Vendor/Developer within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the conditions of the Agreement and the Vendor/Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the

DRAFT FOR DISCUSSION

Vendor/Developer, within the stipulated time period as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of ' _____ COLLECTION ACCOUNT' payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor/Developer with such permission, approvals which would enable the Vendor/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Vendor/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s/ subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer shall not be responsible towards any third-party making payment/remittance on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein

DRAFT FOR DISCUSSION

in any way and the Vendor/Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Vendor/Developer to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor/Developer in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor/Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of Essence for the Vendor/Developer as well as the Allottee. The Vendor/Developer shall abide by the time schedule for completing the Project and handing over the Plot to the Allottee and the Common Areas to the Association of the Allottee/after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments of other dues payable by him/her and meeting the other obligation under the Agreement subject to simultaneous completion of construction by the Vendor/Developer as provided in **Schedule D** (Payment Plan).

6. **CONSTRUCTION OF THE PROJECT:**

6.1 The Allottee has seen and accepted the payment plan, the layout plan and the Plot layout as well (annexed along with this agreement) which has been approved by the competent authority, as represented by the Vendor. The Vendor/Developer shall develop the Project alongwith the Confirming Parties in accordance with the said layout plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Relevant Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under

DRAFT FOR DISCUSSION

the Act, and breach of this term by the Vendor/Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE PLOT:**

7.1 **Schedule for possession of the said Plot**– The Vendor/Developer agrees and understands that timely delivery of possession of the Plot to the Allottee is the essence of the Agreement. The Vendor/Developer as based on the approved plans and specifications, assures to hand over possession of the Plot on **30.06.2027** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the Plot.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Allottee the entire amount received by the Vendor/Developer from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Vendor/Developer, upon obtaining the occupancy/completion certificate from the competent authority, shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Vendor/Developer shall give possession of the Plot to the Allottee. The Vendor/Developer agrees and undertakes to

DRAFT FOR DISCUSSION

indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Vendor/Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Association of Allottee, as the case may be. The Vendor/Developer on its behalf shall offer possession to the Allottee in writing within 30 days of receiving the occupancy/ completion certificate of the Project.

Failure of Allottee/s to take Possession of Plot – Upon receiving a written intimation from the Vendor/Developer as per para 7.2, the Allottee shall take possession of the Plot from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.3 Possession of the Allottee– After obtaining the occupancy/completion certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Vendor/Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottee or the competent authority, as the case may be, as per the local laws.

7.4 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendor/Developer, the Vendor/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balanced amount of money paid by the Allottee shall be returned by the Vendor/Developer to the Allottee within 45 (forty-five) days of such cancellation.

DRAFT FOR DISCUSSION

7.5 Compensation: The Vendor/Developer shall compensate the Allottee in case of any loss caused by him due to defective ownership rights of the land/Plot, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor/Developer fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of business as a Vendor/Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor/Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Vendor/Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER and CONFIRMING PARTIES:

8.1 The Vendor/Developer and the Confirming Parties hereby represent and warrants to the Allottee as follows:

- i. The Vendor/Developer and the Confirming Parties have absolute, clear, free and marketable rights with respect to the Subject Land/Project Land; the requisite rights to carry out development upon the Subject Land including the Project Land and absolute, actual, physical and legal possession of the Subject Land/Project Land for the Project/Larger Project;

DRAFT FOR DISCUSSION

- ii. The Vendor/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Subject Land/Project Land or the Project/Larger Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the Subject Land/Project Land, Project/Larger Project or the Plot;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project/Larger Project, Subject Land/Project Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project/Larger Project, Subject Land/Project Land, Building, Plots and Common Areas;
- vi. The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Vendor/Confirming Parties has not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Subject Land/Project Land including the Project/Larger Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of conveyance, the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the plot to the Allottee and the Common Areas to the Association of Allottee;
- x. The Project Land/Subject Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

DRAFT FOR DISCUSSION

- xi. The Vendor/Confirming Parties have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project/Larger Project to the Competent Authority.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Confirming Parties` in respect of the Subject Land/Project Land and/or the Project/Larger Project.
- xiii. That the property is not a waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Vendor/Developer shall be considered under a condition of Default, in the following events:
 - i. Vendor/Developer fails to provide ready to move in possession of the plot to the Allottee within the time period specified. For the purpose of this para 'ready to move in possession' shall mean that the plot shall be in a usable condition which is complete in all respect;
 - ii. Discontinuance of the Vendor/Developer business as a Vendor/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

- 9.2 In case of Default by Vendor/Developer under the conditions listed above, the Allottee is entitled to the following:
 - i. Stop making further payments to Vendor/Developer as demanded by the Vendor/Developer. If the Allottee stops making payments the Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

DRAFT FOR DISCUSSION

- ii. The Allottee shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the plot.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee fails to make payment for two consecutive demands made by the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Vendor/Developer in this regard, the Vendor shall cancel the allotment of the plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stands terminated;

10. **OWNERSHIP OF THE SAID PLOT:**

The Vendor/Developer, on receipt of Total Price of the Plot as per para 1.2 under the Agreement from the Allottee, shall execute a Deed of Conveyance and transfer/assign the plot along with the undivided interest of proportionate share in the Common Amenities, facilities

DRAFT FOR DISCUSSION

and services within 3 months from the date of issuance of the occupancy/ completion certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Vendor/Developer to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor/Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of The Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

11. MAINTENANCE OF THE SAID PLOT/ PROJECT:

The Vendor/Developer and the Confirming Parties shall be responsible to provide and maintain essential services in the Larger Project of which the Project is a part, till the taking over of the maintenance of the Larger Project by the Association/ Apex Body of Allottee. The cost of such maintenance has been included in the Total Price of the Plot.

12. RIGHT OF THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to accept the transfer of the plot on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of the Allottee and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

DRAFT FOR DISCUSSION

The Vendor/Developer /Maintenance Agency/Association of Allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottee and/or maintenance agency to enter into the plot or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Service Areas: The service areas, if any, as located within the Subject Land, shall be earmarked for purposes such services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the Association of Allottee formed by the Allottee for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the plot at his/her own cost, in good condition and shall not do or suffer to be done anything on the plot common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the plot and keep the plot, its sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the plot is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the plot or anywhere on the Common Areas of the Project. The Allottee shall also not change the colour

DRAFT FOR DISCUSSION

code scheme of the boundary walls of the plot. Further, the Allottee shall not store any hazardous or combustible goods in the Subject Land

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the Association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/S:**

The Allottee is/are entering into this Agreement for the allotment of a plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project including the Larger Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the plot at his/her own cost.

17. **ADDITIONAL CONSTRUCTIONS:**

The Vendor/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project including the Larger Project after the building plan, has been approved by the competent authority(ies), except for as provided in the Act.

18. **BVENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor/Developer executes this Agreement, it shall not mortgage or create a charge on the plot/Subject Land/Project Land and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such plot.

19. **WEST BENGAL APARTMENT OWNERSHIP ACT:**

The Vendor/Developer and the Confirming Parties have assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

The Vendor/Developer and the Confirming Parties showing compliance of various laws/regulations as applicable in the state of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Kolkata as and when intimated by the Vendor/Developer . If the Allottee fails to execute and deliver to the Vendor/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer , then the Vendor/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the amount paid towards booking shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or

DRAFT FOR DISCUSSION

oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/SUBSEQUENT ALLOTTEE:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the plot and the Project shall equally be applicable to and enforceable against any subsequent Allottee of the plot, in case of a transfer, as the said obligations go along with the plot for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan **Schedule "D"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Vendor/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendor/Developer to exercise such discretion in the case of other Allottee.

24.2 Failure on the part of the Parties to enforce at anytime or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

DRAFT FOR DISCUSSION

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the plot area of all the plots/plot in the Project.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor/Developer through its authorized signatory at the Vendor's/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Vendor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

DRAFT FOR DISCUSSION

That all notices to be served on the Allottee and the Vendor/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/Developer by Registered Post/speed post/courier service/e-mail at their respective addresses specified below :

(1ST APPLICANT) (Name of the Allottee)

(Address of applicants), (State), PIN-(Pin No.) (Allottee Address)

_____ (Vendor/Developer)

Godrej Waterside, Tower-II,

Unit No. 109, DP-5, Sector-V,

Saltlake, Kolkata-700091 (Vendor/Developer Address)

It shall be the duty of the Allottee and the Vendor/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer or the Allottee/s/s, as the case may be.

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Vendor/Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider to properly served on all the Allottee.

31. **GOVERNING LAW:**

DRAFT FOR DISCUSSION

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

THE ADDITIONAL TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES ARE CAPTURED HEREIN BELOW. HOWEVER, IT HAS BEEN ENSURED THAT SUCH ADDITIONAL TERMS AND CONDITIONS ARE NOT IN DEROGATION OF OR INCONSISTENT WITH THE TERMS AND CONDITIONS SET OUT ABOVE OR THE DEED OF CONVEYANCE OR ACTS AND RULES AND REGULATIONS MADE THEREUNDER. IN THE EVENT OF ANY INCONSISTENCY THE PROVISIONS/CLAUSES OF THE ACT/RULES/REGULATIONS SHALL PREVAIL.

ADDITIONAL DEFINITIONS:

For the purpose of further clarity in this Agreement, unless the context otherwise requires:

- (i) **ARCHITECTS**: shall mean Practice Design Private Limited, the Architects appointed by the Vendor/Developer or such other Architect as the Vendor/Developer may appoint from time to time for the building complex.
- (ii) **ASSOCIATION**: shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.

DRAFT FOR DISCUSSION

- (iii) **BOOKING AMOUNT:** shall mean 20 % (twenty percent) of the Total Price.
- (iv) **COMMON AREAS:** shall mean the areas as defined under Clause (n) of Section 2 of the Act, morefully to mean overall the areas, amenities and facilities for the beneficial use and enjoyment of all the Allottees collectively of the Project and Larger Project.
- (v) **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 Vendor/Developer in accordance to Clause - 7.1 mentioned herein above;
- (vi) **LARGER PROJECT:** shall refer to Godrej Zen Estate developed as phases being Godrej Zen Estate Phase - 1, Godrej Zen Estate Phase - IA, Godrej Zen Estate Phase - II and Godrej Zen Estate Phase - III.
- (vii) **NOTICE FOR POSSESSION:** shall mean the notice contemplated in Clause 7.
- (viii) **NON REFUNDABLE AMOUNT:** shall mean (a) booking amount along with the (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Vendor's/Developer's policy and (e) all taxes paid by the Vendor/Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if this Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Vendor/Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Vendor/Developer to the bank.
- (ix) **PLOT:** shall mean the Plot No. (**Plot No.**) in the Project.

DRAFT FOR DISCUSSION

- (x) **PLOT AREA**: means the net usable area of the plot, for exclusive use of the Allottee but excludes the common area of the Project Land/Subject Land.
- (xi) **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

34. OTHER TERMS AND CONDITIONS

34.1 It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority on or before receipt of 10% the Total Price, which is part of the Booking Amount .

34.2 Additional disclosures and details are as follows:

- i. The Vendor/Developer has appointed Practice Design Private Limited 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.
- ii. The Vendor/Developer has appointed Design Tree Service Consultants Private Limited as structural Engineer for the preparation of the design and drawings of the buildings and the Vendor/Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the plot/s;
- iii. The Vendor/Developer has sole and exclusive right to transfer/convey/sale the plot in the said Project to be constructed by the Vendor/Developer on the Project Land

DRAFT FOR DISCUSSION

along with its undivided, impartible, indivisible, proportionate share of the land to the Allottee.

- iv. On demand from the Allottee, the Vendor/Developer has given inspection to the Allottee of all the documents of title relating to the Subject Land which includes the Project Land (including but not limited to the title Documents) and the plans, designs and specifications/amenities prepared by the Vendor/Developer Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- v. It shall be the sole obligation/responsibility of the Allottee to apply and pay necessary charges/fees/installation charges as determined by the concerned authority for obtaining the electric meter/connection in respect of the said plot.
- vi. It has been agreed by the Allottee that the any debris accumulated during the ongoing work in the plot shall be moved out of the project within 24 hours without causing any hindrances to the Vendor/Developer and other plot owners, failing which the Vendor shall have the right to charge a penalty of Rs. _____ for each day of delay and the same shall be adjusted from the security deposit of Rs. _____ submitted by the Allottee.
- vii. It has been agreed by the Allottee that there shall be no stay of labors in the on the project site which will be allowed beyond the permissible working hours viz. 8A.M. to 8 P.M. Please also note that silent work hours shall be strictly observed between 2 P.M. to 4 P.M.
- viii. The Vendor/Developer will arrange for the water connectivity at the said plot through any source, and the responsibility of the maintenance of the same will be with the Association once the same is formed.

DRAFT FOR DISCUSSION

- ix. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- x. The Vendor/Developer has the discretion to raise the invoices of the milestone which has been completed/achieved irrespective of sequences of milestones as referred in the payment schedule.
- xi. The plot to be delivered and handed over to the Allottee will be basis the approved layout plan. The Vendor/Developer will not honour any minor/ major internal modification request in the plot from the allottee at any point in time. The Allottee hereby agrees and undertakes to adhere and comply with the sanction plan as well as the rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory/planning authorities/Vendor/Developer/Association for all the allottees in the Project. In terms of the same, the Allottee has accordingly accorded his/her/their consents their no objection.
- xii. The Vendor/Developer and/or the Confirming Parties may also acquire contiguous land parcels to the Project Land/Subject Land in future ("Future Development") and the Vendor/Developer and/or the Confirming Parties shall be at its discretion be entitled to commercially exploit the same making the same being a part of the Subject Land upon revising the Sanctioned Plan in the manner as the Vendor/Developer and the Confirming Parties may deem fit and proper. The Allottee/Purchaser confirms that they shall not raise any dispute and/or objection regarding inclusion of Future Development in the Sanctioned Plan of Subject Land.

34.3 **TAXES**

DRAFT FOR DISCUSSION

The Total Price above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the Allotment of Plot.

For the purpose of this Agreement,

- *“GST” means and includes any tax imposed on the supply of goods or services or both under GST Law.*
- *“GST Law” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act /UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*
- *“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other relevant laws.*

Taxes shall be payable by the Allottee on demand made by the Vendor within _____ (_____) working days, and the Allottee shall indemnify and keep indemnified the Vendor/Developer from and against the same

34.4 TAX DEDUCTED AT SOURCE

The Allottee is aware that the Allottee has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Vendor/Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to comply with the same and any financial liability/loss is incurred by the Vendor/Developer for such non-compliance, the Allottee shall be liable to compensate the Vendor/Developer for such loss and the same shall be adjusted from the next installment due from the Allottee.

34.5 **INTEREST**

- 34.5.1 All outstanding amounts payable including but not limited to applicable Maintenance charges by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("**Interest**") from the date they fall due till the date of receipt/realization of payment by the other Party.
- 34.5.2 Disbursal from Banks/Financial Institutes/staff loan: In the event the Allottee obtains loan from any reserve bank of India recognized bank/financial institutions for the payment of the consideration (or part thereof) in respect of the plot, the Allottee shall solely be responsible and liable to ensure that the payment of the consideration, as and when due, is made by the bank without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of Agreement and penal interest will be levied as per Terms and conditions of the as mentioned herein.
- 34.5.3 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 34.5.4 Without prejudice to the other rights of the Vendor/Developer hereunder, the Vendor/Developer shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the plot, and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement to the Vendor. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Vendor.

DRAFT FOR DISCUSSION

34.5.5 The Allottee is aware that in connection and/or in relation to the Project and/or the plot, the Vendor/Developer and/or its representatives shall, from time to time be communicating with the Applicant as per the requirements. Further, the Allottee is/are aware that the Vendor/Developer shall be providing the Allottee, on acceptance of the Application, with an email id for the purpose of communication (including the demand letters for the payments) in connection with and/or in relation to the plot. The Allottee hereby accords his unconditional consent/no objection to such communication (written, email, voice, SMS or otherwise) by the Vendor/Developer and/or its representatives with the Allottee and further undertakes to access such email id regularly. The Allottee confirms that the communication sent by the Vendor/Developer through any mode of communication stated herein above shall be constituted as a valid mode of communication and the Allottee, waives his/her rights to raise any objection/dispute whatsoever in that regard. The Allottee further confirms and acknowledges that the communication sent by the Vendor/Developer through any email/any other electronic mode would not require and shall not bear any signature thereon.

34.6 FLOOR SPACE INDEX

- i. The Allottee has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout is on the basis of the available Floor Space Index ("FSI") on the Subject Land and accordingly the Vendor/Developer and the Confirming Parties shall develop the Larger Project.
- ii. The Vendor/Developer declares that FSI available as on date in respect of the Subject Land/Project Land is _____ square meters only and the Vendor/Developer has planned to utilize the same to develop the Subject Land/Project Land.
- iii. Further, the Allottee has/have been informed and acknowledge(s) that the FSI proposed to be consumed is in proportion to the total area of the Subject Land taking into account the FSI

DRAFT FOR DISCUSSION

to be utilized for all plots to be constructed thereon as indicated in the Design Guidelines at Schedule - G. The Vendor in its sole and absolute discretion, may allocate such buildable FSI for each of the plots being constructed on the Subject Land as it thinks fit and the Allottee of the said plots are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the plot on the subject Land.

- iv. The Allottee acknowledge(s) that the Vendor alone is entitled to utilize and deal with all the development potential of the Subject Land including the existing and future FSI and /or transferable development rights (“TDR”)(if applicable), heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR (if applicable) for construction of the Project and development of facilities and/or amenities on any part of the Project as may be permitted and in such manner as the Vendor/Developer deems fit.
- v. Neither the Allottee nor any of the other Allottee of the plot being constructed on the Subject Land including the Project Land nor the Association to be formed of Allottee of plots in the Larger Project shall be entitled to claim any FSI and/or TDR howsoever available on the Subject Land. All FSI and/or TDR at any time available in respect of the Subject Land in accordance with the Layout or any part thereof shall always belong absolutely to the Vendor/Developer and Confirming Parties, till the time the development of the entire Layout as contemplated by the Vendor/Developer and Confirming Parties is completed by the Vendor Developer and Confirming Parties and the Common Areas is/are conveyed to the Association in the manner set out herein below.
- vi. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Subject Land shall always be available to and shall always be for the benefit of the Vendor/Developer and the Vendor/ Developer and Confirming Parties shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the (Allottee) / Association. In the event of any additional FSI in

DRAFT FOR DISCUSSION

respect of the Subject 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/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 on the Subject Land as may be permissible.

- vii. It is also agreed by the Allottee that even after the formation of the Association, the Vendor/Developer and Confirming Parties , if permitted by the relevant authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land /Subject Land and shall thereby continue to retain full right and authority to develop the Project Land including the Subject 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 and proper.

34.7 SATISFIED WITH THE VENDOR'S AND CONFIRMING PARTIES TITLE:

The Allottee hereby declare/s that he/she/they/it has gone through this Agreement and all the title and/or allied documents relating to the Subject Land and has expressly understood the contents, terms and conditions of the same and the Vendor has entered into this Agreement with the Allottee relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Vendor/Developer and Confirming Parties and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which

DRAFT FOR DISCUSSION

may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

34.8 OUTGOINGS

- i. From the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the plot namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Subject Land including the Project Land.
- ii. The Allottee shall pay to the Vendor/Developer/Facility Management Company/Association such proportionate share of outgoings along with the applicable taxes as may be determined by the Vendor/Developer /Facility Management Company/Association. The Allottee further agrees that till the Allottee share is so determined, the Allottee shall pay to the Vendor/Developer /Facility Management Company/Association provisional monthly contribution as determined by the Vendor/Developer /Facility Management Company/Association from time to time.
- iii. The amounts so paid by the Allottee to the Vendor/Developer shall not carry any interest and shall remain with the Vendor/Developer until the common amenities, facilities and services are handed over to the Association. On completion of such handing over of the Common Areas along with the common amenities, facilities and services the balance amount of deposits shall be paid over by the Vendor/Developer to the Association.
- iv. The Vendor/Developer shall maintain a separate account in respect of sums received by the Vendor from the Allottee as advance or deposit, sums received and retained by the Vendor till the time the Association is formed, subsequently on account of Association or towards the

DRAFT FOR DISCUSSION

out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

34.9 ASSOCIATION STRUCTURE

- i. The Vendor/Developer and the Confirming Parties shall at its sole and absolute discretion, as prescribed under the Relevant Laws,
 - a. Form an Association of all the Allottees in the Larger Project, as it may deem fit and proper in respect of the plots comprised in the Larger Project known by such name as the Vendor/Developer may decide, which shall be responsible for maintenance and management of the Project, within such period as may be prescribed under the Relevant Laws.
 - b. form an Association for the Subject Land which includes the Project Land for the purposes of effective maintenance and management of the Larger Project including for Common Areas, amenities, facilities and services of the Project/Larger Project and/or of the Project Land/Subject Land at such time and in such a manner as the Vendor/and Confirming Parties may deem fit to be known by such name as the Vendor/Developer and the Confirming Parties may decide, within such period as may be prescribed under the Relevant Laws.
 - c. with a view to preserve the intrinsic value of the Project/Larger 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 Allottee and other occupants of the Project, even after formation of the Association on such terms and conditions as the Vendor/Developer may deem fit and the Allottee hereby gives their unequivocal consent for the same. For this purposes the Vendor/Developer may, in its discretion provide suitable provisions in the constitutional documents of the Association.

DRAFT FOR DISCUSSION

d. Make provisions for payment of outgoings/CAM to the Association for the purposes of maintenance of the Project in which the plot is located and the entire Project Land/Subject Land.

The Allottee 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 within 10 (ten) days from intimation by the Vendor. The Allottee 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 Allottee 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 Allottee of plot(s) in the Project. The Allottee shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee/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 Allottee hereby authorize the 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.

- ii. The Vendor may become a member of the Association to the extent of all unallotted plot(s)/ areas and spaces in the said Larger Project.
- iii. 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.

DRAFT FOR DISCUSSION

- iv. The Allottee hereby acknowledge(s) and agree(s) that the Vendor/Developer shall hand over the common amenities, facilities and services as well as the maintenance of the Common Areas of the Project Land/Subject Land including the said Project/Larger Project to the Association. The Vendor and Confirming Parties shall handover the common amenities, facilities and services of the Project Land and Subject Land to the Association within such period as the Vendor and Confirming Parties may deem fit and proper, however such handing over shall be in terms of the Deed of Conveyance and not be later than 5 (five) years from date of the completion of the entire development of the said Project Land/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 assignment of all the plots constructed in the said Project Land/Subject Land and receipt of the entire consideration in respect thereof. The Allottee 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 Allottee hereby agree(s) and confirm(s) that till handover to the Association, the Allottee shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Vendor from time to time.

34.10 FACILITY MANAGEMENT COMPANY

- I. By executing this Agreement, the Allottee agree/s and consent/s to the appointment of Godrej Living Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at Godrej One, 6th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and regional office at "Godrej Waterside", Tower - II, Unit No. 109, Block - DP, Plot - 5, Sector - V, Kolkata - 700 091] or any other agency, firm, corporate body, organization or any other person nominated by the Developer/Confirming Party ("**Facility Management Company**") for a period of 5 years to manage, upkeep and maintain the Larger Project and the Subject Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Vendor may require to install, operate and to maintain Common Areas, common amenities, facilities and services. The Allottee hereby agrees and undertake to execute maintenance agreement with the Facility Management Company as and

DRAFT FOR DISCUSSION

when called upon by the Vendor/Developer / Facility Management Company. The Facility Management Company shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project, building(s) (including the Allottee proportionate share of the outgoings as provided under Clause 34.7 herein). The Vendor hereby reserves its right to remove, nominate and appoint new Facility Management Company for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from (Allottee) / association /. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association. The Allottee hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Vendor has or may have to enter into with the Facility Management Company ("**FM Agreement**"). It is hereby clarified that the Allottee agrees and authorizes the Vendor to appoint the Facility Management Company for the Larger Project and post formation of the association, the Vendor will novate the FM Agreement in favor of the association. Post expiry of the tenure of the FM Agreement, association shall have the option to either continue with the Facility Management Company or appoint a new facility management company, provided that prior written consent of all the Allottee of the units in the Project is obtained for deciding discontinuation/non-renewal of the FM Agreement as per the terms of such Agreement including the obligations/penalties/liabilities etc. or appointment of a new facility management company. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the (Allottee) association for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, upkeep, management and control of the Project in all respects thereof.

DRAFT FOR DISCUSSION

- II. The Allottee agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Vendor/Developer /Facility Management Company.

- III. The Allottee further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as may be required, at the sole discretion of the Vendor/ Facility Management Company, for the purposes of framing rules for management of the Project for ensuring safety and safeguarding the interest of the purchasers of plots in the Project and the Allottee also agree(s) and confirm(s) not to raise any disputes/claims, whether individually or in group, in this regard, against the Vendor/Facility Management Company and/or other Allottee of plots of the Project.

34.12 BRAND NAME & PROJECT NAME

- i. It is agreed by the Allottee that the name of the Larger Project and Project being "**GODREJ ZEN ESTATE**" and **GODREJ ZEN ESTATE PHASE - I** respectively, may be changed at the sole discretion of the Vendor/Developer along with the Confirming Parties in accordance with the Relevant Laws.

- ii. It is further agreed by the Allottee that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("**Brand Name**") shall at all times be subject to the sole control and discretion of Godrej Properties Limited ("**GPL**") who is one of the partners of the Vendor. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless GPL has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project Land, the Building, as well as the Association (which would be formed gradually), unless a different understanding is captured between GPL and the Association. It is further agreed that the association of the

DRAFT FOR DISCUSSION

Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the GPL. The Allottee further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by GPL. The Allottee and the Association of the Apartment Allottee shall not be entitled to change the name of the Project / Building/s without written consent of GPL.

34.13 REPRESENTATIONS BY THIRD PARTIES

The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Vendor/Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Vendor/Developer or any of its sister concerns/ affiliates with respect thereto.

34.14 TRANSFER

Only after (i) payment of minimum 50 percent of the Total Price by the Allottee and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____ (**Allotment Date**) whichever is later, the Allottee may transfer his rights, title and interest in the plot under this Agreement to any third person / entity after obtaining prior written consent of the Vendor. Any such transfer/subsequent transfer/modification by the Allottee shall be basis the terms and conditions of this Agreement, Transaction Documents, Relevant Laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Vendor/Developer, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of **Rs. _____/- (Rupees _____ only)**

DRAFT FOR DISCUSSION

per square meter (1 Square meter = 10.7369 Square feet) plus taxes as applicable on the Total Area of the Plot to the Vendor/Developer. Further, the Vendor/Developer reserves the right to allow such transfer at its sole discretion.

34.15 OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE:

The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants, represents with the Vendor as follows:-

- i. At or before execution of this Agreement the Allottee-
 - a. Have fully satisfied themselves as to the title of the Vendor and the right of the Vendor in respect of the said Subject Land and Project Land;
 - b. Have inspected the layout plan sanctioned by the authorities concerned in respect of the plots being sold by the Vendor and agrees not to raise any objection with regard thereto;
 - c. Have satisfied themselves about the Project layout and the future sanctions to be obtained and the future constructions (if any) to be made by the Vendor on the said Project Land, if any;
 - d. Have verified the location and site of the said plot including the egress and ingress thereof and also the area of the plot as stated in this Agreement and agrees not to dispute the same;
 - e. Have acknowledged that the right of the Allottee/s shall remain restricted to the said plot;
 - f. Have acknowledged and given consents that the Vendor/Confirming Parties shall be entitled to modify the said layout Plan including change of use of any part or portion of the Project Land including the Subject Land. The Allottee shall have no objection thereto of the same. The right hereby reserved shall be available to the Vendor until the complete optimization of the Subject Land.
 - g. Have satisfied themselves as to the total area in relation thereto to comprise in the said plot and also the common parts/portions which would be common for all the plots owners of the various plots comprised in the Project/Subject Land and the other common

DRAFT FOR DISCUSSION

area as designated by the Vendor in the Project/Subject Land and has agreed not to challenge or dispute the same in any manner whatsoever or however.

- ii. The Allottee shall use the plot solely for residential purposes.
- iii. The Allottee shall take prior permission from the Vendor/Developer prior to obtaining a loan/funding with respect to the plot from any bank/financial institution recognized by the Reserve Bank of India.
- iv. To maintain the plot at the Allottee own cost in good and habitable condition from the date that of possession of the plot is taken and shall not do or suffer to be done anything in the said plot which may be against the rules, regulations or bye-laws or without the prior consent of the local authorities, if required.
- v. Further, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of project by the Vendor as provided in **Schedule 'D'**.
- vi. Intimation forwarded by Vendor to the Allottee that a particular stage of completion of the work shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agree/s not to dispute the same. The Allottee hereby understand/s and agree/s that, save and except for the intimation from the Vendor as provided under this Clause, it shall not be obligatory on the part of the Vendor to send reminders regarding the payments to be made by the Allottee as per the payment schedule mentioned herein and the Allottee shall make all payment/s to the Vendor on or before the due dates, time being the essence of this Agreement.
- vii. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the plot, the Allottee undertake/s to direct such financial institution to disburse/ pay and shall ensure that such financial institution does disburse/pay all such installment of Total Price amounts due and payable to Vendor through an account payee

DRAFT FOR DISCUSSION

cheque/demand draft drawn in favour of “ _____ COLLECTION ACCOUNT”. Payment towards GST will be collected in favour of “ _____ Account” payable at _____.

- viii. If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee is/are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Vendor may at its option be entitled to exercise the recourse available. Further, the Vendor may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. _____ for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. _____ along with applicable taxes thereon (which charge shall be in addition to the Interest for delayed payment). Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- ix. In the event, the Vendor is required to refund any amounts in terms of this Agreement, the Vendor may refund such amounts in the below Bank account. The Allottee agree to update the Vendor of any change in the Bank account details immediately and shall not hold the Vendor liable in case of Allottee failure in this regard.

Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC

- x. To carry out at his own cost and maintain the plot in the same condition, state and order in which it was delivered by the Vendor to the Allottee and shall not do or suffer to be done anything in or to the plot which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority including the Deed of Lease and the

DRAFT FOR DISCUSSION

Lease Documents. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- xii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Subject Land/Project Land in which the plot is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xiii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said plot in the compound or any portion of the Subject Land and not allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.
- xiv. Not to bring in or store or allow to be brought in or stored on the Project Land/ Subject Land or any part thereof any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Project Land/Subject Land and not do or allow to be done on the Project Land/Subject Land anything that may deteriorate the value of the Project Land/Subject Land or injure the same in any way,
- xv. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the plot by the Allottee/s for any purposes other than for purpose for which it is Allotted.
- xvi. Not cause any nuisance, hindrance, disturbance or annoyance to other plot owners in the project or other occupants or users of the plots, or visitors to the plots, and also occupiers of any adjacent, contiguous or adjoining plots;

DRAFT FOR DISCUSSION

- xvi. Permit the Vendor and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the plot or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/ Association;
- xvii. After possession of the plot is handed over the Allottee, the Allottee may insure the plot from any , damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Vendor shall not be responsible for any damage suffered thereafter.
- xviii. The Allottee and/or the Vendor shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- xix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the plot until all the dues payable by the Allottee to the Vendor under this Agreement are fully paid up.
- xx. The Allottee shall observe and perform all the rules and regulations, mandates which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the plot therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the plot in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

DRAFT FOR DISCUSSION

- xxi. Till handing over of the common amenities, facilities and services of the Project Land/Subject Land in which plot is situated is handed over to the Association, the Allottee shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said plot or any part thereof to view and examine the state and condition thereof.
- xxii. The Allottee is/are aware that the physical possession of the said plot shall be handed over in favour of the intending Allottee on or before the completion date as mentioned in Clause - _____. The Allottee has/have confirmed that he/she/they has/have no objection to the above and the Allottee has/have accordingly accorded his/her/their consent for the same.

Usage:

- (i) The Allottee shall be entitled to use and utilize the Said Plot only for the purpose as permitted under Relevant Laws and as specified in the Relevant Laws/rules/regulations/bye-laws / guidelines framed by the Developer/ association/ /competent authority.
- (ii) The Allottee hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or any other representations depicted therein are only suggestive in nature and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee has/have not relied on the same for his/her/their/its decision to acquire Plot in the said Project and also acknowledges that the Allottee has/have seen all the sanctioned layout plans and the time schedule of completion of the Said Project.
- (iii) The Allottee undertakes that the Allottee has/have taken the decision to purchase the Said Plot in the Said Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee

DRAFT FOR DISCUSSION

by the Vendor in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement for Sale. Save and except the information / disclosure contained herein the Allottee confirm/s and undertake/s not to make any claim against the Vendor or seek cancellation of the Said Plot or refund of the monies paid by the Allottee by reason of anything contained in other information / disclosure not forming part of this Agreement for Sale including but not limited to publicity material / advertisement published in any form or in any channel.

(iv) To comply with all the terms and conditions as mentioned in this Agreement for Sale including but not limited to payment of all such amounts within the timelines stipulated under the Payment Schedule or as and when demanded by the Vendor.

(v) The Allottee/Purchaser shall adhere to the following terms and condition while constructing their respective plot:

- a. The Allottee is aware that the development of the /Larger Project including the said Plot shall be implemented in accordance with the Sanctioned Plan for the Project/Larger Project. The Purchaser/s hereby agrees and undertakes to adhere and comply with the Sanctioned Plan for the Project/Larger Projectg and abide by the rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities / Developer/ association / apex body / for all the Allottees in the Project/Larger Project in relation to any construction to be undertaken by the Purchaser/s on the Plot. In terms of the aforesaid, the Allottee has accordingly accorded his/her/its consent / no objection as per the letter and guidelines annexed at Annexure “_____” (“**Consent Letter and Design Guidelines**”).

DRAFT FOR DISCUSSION

- b. Pursuant to handover and the execution of Conveyance Deed, the Allottee agrees and confirms that he/she/they/it shall carry out the construction on the said Plot in adherence of the Sanctioned Plan for the said Project/Larger Project and terms and conditions as mentioned in the Agreement for Sale and the Conveyance Deed, by obtaining all necessary approvals and sanctions from the planning/sanctioning authorities/ at his/her/their/its own cost within the stipulated time and in accordance with rules/regulations/bye-laws/guidelines/stipulations, if any, framed by the statutory / planning authorities/Developer/ association/ / apex body/ for all the plot-owners in the Project/Larger Project in this regard, in case of any deviations in respect thereof, the same shall be rectified strictly at the cost and consequences of the Allottes/s and the Vendor/Developer and/or the Confirming Parties, its subsidiaries/its affiliates shall not be held responsible for any such costs or consequences.
- c. The Allottees/s shall submit their proposed construction plans to the sanctioning/planning authorities for approval only after obtaining prior written No-Objection Certificate (“NOC”) from the Developer/ association/ / apex body / for all the plot-owners in the Project/Subject Land (as the case maybe).
- d. While carrying out the construction, the Allottee/ shall be liable and responsible to comply with all the statutory labour & safety compliances, rules and regulations under Relevant Laws and carry out construction as per the sanctioned plans/ layout. The Allottee shall indemnify and keep indemnified the Vendor/Developer and the Confirming Parties from and against all the acts and deeds of the Allottees and its contractors and their employees, representatives and agents while carrying out the work of construction on the said Plot. The Vendor/Developer/ association/ / apex body/ for all the plot-owners shall have the right of supervision and shall demand inspection of the required data, documents from the Allotteesto ensure that there is no violation of the rules/regulations/Relevant Laws on part of the Allottees while carrying out the construction.

DRAFT FOR DISCUSSION

- (vi) The Allottee agrees and undertakes that the Vendor/Developer and/or the Confirming Parties shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Said Plot by concerned Authorities due to non-payment by the Allottee or any other Allottee of their respective proportion of the taxes / outgoings payable to the concerned Authorities on account of default in making such payments.
- (vii) The Allottee has agreed not to use the Said Plot thereon for any unlawful activities and indemnifies the Vendor/Developer and the Confirming Parties from any consequences of any unlawful use of the Said Plot. By executing this Agreement for Sale, the Allottee herein undertakes to abide the aforesaid conditions and further these conditions shall be binding upon the successors of the Allottee herein to the Said Plot and shall run with the Said Lands.
- (viii) It is agreed by the Allottee that the deposit of the Ad hoc corpus fund/sinking fund/reserve fund can be used by the Vendor/Confirming Parties/Association for the purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid Government taxes & duties/ for all purposes and capital expenditure as required for the maintenance of the said Larger Project. The Corpus Fund/Sinking fund/Reserve Fund will be payable by the Allottee to Vendor @ Rs. _____/- (Rupees _____ Only) per sq. mtr. plus applicable taxes (if any) It is further stated that the said Corpus fund/sinking fund/reserve fund shall be an interest free deposit which will be kept with the Vendor/Confirming Parties/Association. It is further clarified that the Vendor and Confirming Parties shall handover the said interest free Corpus Fund/Sinking fund/Reserve Fund to the Association of Allottee, once it is formed. The said Association of Allottee shall have no right to claim any interest on such Corpus fund/sinking fund/reserve fund amount from the Vendor at any point of time.
- (ix) To comply with all the terms and conditions as mentioned in this Agreement including but

DRAFT FOR DISCUSSION

not limited to payment of all such amounts within the timelines stipulated under Schedule D of this Agreement or as and when demanded by the Vendor.

34.16 RIGHTS OF THE VENDOR

It shall be the obligation of the Vendor alongwith the Confirming Parties to obtain the occupation certificate /completion certificate for the project upon completion of construction. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the plot to the Allottee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the said plot.

It is further agreed that the Vendor/Association reserves the right to claim the additional amount towards the maintenance charges from the Allottee if the provision maintenance charges paid by the Allottee/s exhaust on an early date.

34.17 IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT -

- i. The Vendor reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Subject Land and any common rights of ways with the authority to grant such rights to the Allottees and/or users of plot/ being constructed on the Subject Land (present and future) at all times and the right of access to the Subject Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the subject Land and if necessary to connect the drains,

DRAFT FOR DISCUSSION

- pipes, cables etc. under, over or along the subject Land appurtenant to the plot on the Project Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of other plot owners on the subject Land till such time the Land is handed over to the Association.
- ii. Necessary provisions for the above shall be made in the transfer documents to be deeds of conveyance/transfer/declaration/deeds of plot to be executed in respect of the /transfer of plot on the Subject Land. The Allottee hereby expressly consents to the same.
- iii. The Allottee agree/s that the Allottee shall along with other Allottee/ occupiers of the Larger Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Amenities, Facilities and Services to be provided in the Larger Project, a list of the same is annexed hereto as **Schedule "E & F"**.
- iv. The Allottee is aware that the Larger Project is being constructed by the Vendor and Confirming in a phase-wise manner and accordingly all phases shall share common access road, entry-exit gates, street lights, common recreation space, passages, electricity cables, water lines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities in the layout of the Subject Land. The Vendor/Developer has further informed the Allottee/Purchaser that all the expenses and charges of the aforesaid amenities and facilities shall be common and Allottee/ alongwith the other Allottee/s of plots constructed on the Subject Land including the said Project shall share such expenses and charges in respect thereof alongwith the maintenance charges to be charged by the Association/Maintenance Agency.
- v. It is clearly understood and agreed by the Allottee that Common Amenities, facilities, services and Common Areas of the Project mentioned in the **Schedule "E& F"**, will be operational for use on and from **30.06.2027**. It is also agreed by and between the parties that the right to use the amenities/facilities will be made available as and when the same is constructed subject to

DRAFT FOR DISCUSSION

the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts if any, unless there is delay due to Force Majeure.

- vi. In case the Allottee fails to comply with the terms and conditions set out in this Agreement, and / or in case the Allottee fails to make payment for consecutive demands made by the Vendor as per the Payment Plan (**Schedule "D"**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Vendor, the Vendor shall be entitled, at its sole option, to terminate this Agreement and forfeit the amount as mentioned in Clause 7.5 of the Agreement, along with the Non Refundable Amount. Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document ("**Deed**") within 30 (thirty) days of termination notice by the Vendor, failing which the Vendor shall be entitled to proceed to execute /register the Deed with the concerned Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms the same. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Vendor right to forfeit and refund the balance to the Allottee and the Vendor right to sell/transfer the plot Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the plot a and/or the Project and/or the Subject Land and the Allottee waives his/her/their/its right to claim and/or dispute against the Vendor in any manner whatsoever. It is further agreed that the interest and / or taxes paid on the Total Price shall not be refunded upon such cancellation/termination. Notwithstanding, the above, in the event the Allottee fails to execute and/or admit registration of the Deed in the manner aforesaid, then upon issuance of the termination notice by Vendor, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

DRAFT FOR DISCUSSION

- vii. The Allottee hereby agree/s that in case the Allottees fail/s to respond and/or neglects to take possession of the plot within the time stipulated by the Vendor, then the Allottee shall in addition to the above, pay to the Vendor holding charges at the rate of _____ per month per square meter of the Total Area of the plot ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the Common Areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the plot shall continue to be in possession of the Vendor but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- viii. In the event the Allottee fails to take possession of the plot within such date as mentioned in the offer of possession letter then upon expiry of such period as mentioned in the possession letter then the plot shall lie at the risk and cost of the Allottee and it shall be construed to be deemed possession on the part of the Allottee. In furtherance to Clause - 7.2 above the maintenance charges shall commence from the CAM Commencement Date (as communicated by the Developer). The Allottee agrees and acknowledges that the Vendor's obligation of delivering possession of the plot shall come to an end and the Vendor shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said plot. During the period of such delay by the Allottee, the plot shall continue to be in possession of the Vendor but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition and as and when the Allottee takes possession of the said plot it shall be handed over to the Allottee on an 'as is where is' basis along with applicable holding charges + taxes
- ix. Notwithstanding anything contained in this agreement, it is agreed between the Parties that upon receipt of the occupancy/completion certificate issued by the concerned competent authority for the said plot, none of the parties shall be entitled to terminate this Agreement It is however clarified that upon receipt of the occupancy / completion certificate, in case the

DRAFT FOR DISCUSSION

Allottee default/s in any manner and/or fail/s to respond and/or neglect/s to take possession of the plot within the aforementioned time as stipulated by the Vendor, then the Vendor shall be entitled along with other rights under this Agreement, to terminate and/or forfeit/claim the entire Consideration towards the plot along with Interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee further agree/s and acknowledge/s that the Vendor's obligation of delivering possession of the Plot shall come to an end on the expiry of the time as stipulated by the Vendor for the purpose and that subsequent to the same, the Vendor shall not be responsible and/or liable for any obligation towards the Allottee in any manner whatsoever for the possession of the plot."

34.18 HOARDING RIGHTS

The Allottee hereby consents that the Vendor may and shall always continue to have the right to place/erect hoarding/s on the Subject Land, of such nature and in such form as the Vendor may deem fit and the Vendor shall deal with such hoarding spaces as its sole discretion and the Allottee agree/s not to dispute or object to the same. The Vendor shall not be liable to pay any fees/charges to the Association for placing/putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Vendor and/or by the Allottee (if any).

34.19 RETENTION

Subject to, and to the extent permissible under the Relevant Laws, the Vendor may, either by itself and/or its nominees/associates/affiliates also retain some plots in the Project which may be subject to different terms of use.

34.20 UNALLOTTED PLOTS

- (i) All unsold and/or un-allotted plot(s), areas and spaces in the Said Project/ Said Project Land shall always belong to and remain the property of the Vendor at all times and the

DRAFT FOR DISCUSSION

Vendor shall continue to remain in overall possession of such unsold and/or un-allotted plot(s) and shall be entitled to enter upon the Said Project Land and the Said Project to enable it to complete any unfinished construction work and to provide amenities and/ or facilities as the Vendor may deem necessary.

- (ii) The Developer/Vendor shall without any reference to the Allottee, association/ / apex body/ for all the plot-owners, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted plot(s) and spaces therein, as it deems fit. The Vendor shall be entitled to enter in separate agreements with the Allottee of different plot/s in the Said Project on terms and conditions decided by the Developer/Vendor in its sole discretion and shall without any delay or demur enroll the new Allottee as member/s of the apex body/ association/ / apex body / for all the plot-owners. The Allottee and / or the association/ / apex body / for all the plot-owners shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer/Vendor shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association/ / apex body / for all the plot-owners.

34.21 RIGHT OF ALLOTTEE/S/S TO THE PLOT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Subject Land and plots or any part thereof. The Allottee shall have no claim save and except in respect of the plot hereby agreed to be transferred to the Allottee and all Common Areas, common amenities, facilities, services, parking spaces, recreation spaces, will remain the under the possession and control of the Developer/Vendor and the Confirming Parties until the said Common Areas, common amenities, facilities and services are handed over to the Association.

34.22 PRESENT FOR REGISTRATION

The Allottee and/or Vendor shall present this Agreement as well as the Deed of Conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the Vendor/Developer will attend such office and admit execution thereof.

34.23 ADDITIONAL COMPLIANCE OF LAWS

- i. The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Price and/or all other amounts payable under this Agreement for the plots are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer/Vendor with such permission/approvals/no objections to enable the Developer/Vendor to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee. The Developer/Vendor accepts no responsibility in this regard and the Allottee shall keep the Developer/Vendor fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate in writing to the Vendor immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

DRAFT FOR DISCUSSION

- ii. The Allottee hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee under this Agreement towards the said plot is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).

The Allottee further declare(s) and authorize(s) the Developer/Vendor to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

- iii. The Allottee further agrees and confirms that in case the Vendor becomes aware and/or in case the Developer/Vendor and or Confirming Parties is/are notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developer/Vendor shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the /Developer and/or Confirming Parties, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Vendor/Developer to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Vendor a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

- iv. Furthermore, the Allottee acknowledge(s) and confirm(s) that the a plot is not and shall not be the subject matter of a benami transaction as defined under the Benami Property Transactions Act, 2016 (“Benami Act”). The Allottee understand(s) and agree(s) that in the event the plot is found to be a 'benami property' as defined under the said Benami Act and

DRAFT FOR DISCUSSION

any proceedings are initiated under the Benami Act against the Vendor/Developer and/or Confirming Parties or the Plot, the Vendor/Developer and/or the Confirming Parties shall have the right to take appropriate legal action to protect its interests and the interests of bona fide Allottee. The Allottee shall fully cooperate with the Vendor/Developer and/or Confirming Parties and provide any assistance and documentation as may be required in such proceedings.

- v. It is also expressly agreed by the Allottee that in the event the plot is confiscated by the appropriate authorities under the provisions of the Benami Property Transactions Act, 2016, the Vendor/Developer shall not be liable to refund any amount paid by the Allottee under this Agreement, and the Allottee shall have no claim, whatsoever, against the Vendor/Developer and/or the Confirming Parties in respect of such confiscated property.

34.24 STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee only.

34.25 ARBITRATION

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, have the option to settle through arbitration. The Vendor shall appoint a Sole Arbitrator for adjudication of dispute. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Kolkata. Further, all the terms and conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016("Act") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement

DRAFT FOR DISCUSSION

and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

SCHEDULE A

DESCRIPTION OF THE SUBJECT LAND

ALL THAT the pieces and parcels of freehold land admeasuring 52.81 Acres equivalent to 213714.49 square meters lying and situated in L.R. Dag Nos. 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 425, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 339, 340, 341, 342, 343, 344, 345, 346, 347, 352, 353, 259/611, 308/612, 325/590, 325/593, 334/581, 77, 78, 78/837, 78/838, 1, 2, 4, 5, 6, 8, 9, 10, 11, 15, 16, 17, 18, 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39, 40 and 235 corresponding to L.R. Khatian Nos. 1257, 1289, 1297, 514, 669, 1221, 1259, 1290, 965, 1149, 1264, 1256, 911, 804, 1155, 1265, 1260, 1121, 1291, 1190, 1177, 795, 969, 1195, 986, 1186, 953, 1188, 918, 1169 and 1174 lying and situated at District 24 Parganas (South), Police Station - Usthi & Phalta, Pargana Magura, J.L. Nos. 69, 73 and 133 under the Registration Office of Additional District Sub-Registrar of Usthi & Phalta, under Mouza - Gandua, Rossa and Kalaria and within the local limits of the Sreechanda Gram Panchayat, Hariharpur Gram Panchayat and Chaulari Gram Panchayat

SCHEDULE - B

DESCRIPTION OF THE PROJECT LAND

ALL THAT the pieces and parcels of freehold land admeasuring 9.8198514 Acres equivalent to 39739.5287051 square meters lying and situated in L.R. Dag Nos. 253, 254, 255, 256, 257, 258, 259, 260,

DRAFT FOR DISCUSSION

261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 278, 279, 280, 283, 284, 285, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 332, 333, 334, 335, 339, 340, 259/611, 308/612, 334/581 and 1 corresponding to several Khatian Nos. lying and situated at District 24 Parganas (South), Police Station - Usthi, Pargana Magura, J.L. Nos. 69 and 73 under the Registration Office of Additional District Sub-Registrar of Usthi, under Mouza – Gandua and Rossa and within the local limits of the Sreechanda Gram Panchayat and Hariharpur Gram Panchayat

SCHEDULE - C

DESCRIPTION OF THE PLOT

ALL THAT the Plot No. _____ ad-measuring _____ Sq. meter (_____ Square feet) be the same a little more or less, in the project **GODREJ ZEN ESTATE PHASE - I**, in and delineated in '**Red Colour**' border of Schedule C (Part - I) annexed here together with right to use all the Common Amenities, facilities and Services as mentioned in **Schedule "E & F"** hereinafter written Together With undivided, impartible, indivisible, proportionate share in the Project Land which forms part of the subject land.

Schedule C
PART - I
PLOT LAYOUT

DRAFT

DRAFT FOR DISCUSSION

Schedule D

**PAYMENT SCHEDULE AND MANNER OF
PAYMENT FOR THE ALLOTTEE/S**

The Allottee/s hereby agrees to pay to the Vendor the Total Price of Rs. _____/-(Rupees
_____ only) in the following manner and as per the following schedule/ milestones:

DRAFT

DRAFT FOR DISCUSSION

Schedule E&F

COMMON AMENITIES, FACILITIES AND SERVICES

AMENITIES

FACILITIES

*Amenities, facilities and services are common throughout the Subject Land for common use of all allottees in the Larger Project.

DRAFT FOR DISCUSSION

SCHEDULE - G
DESIGN GUIDELINES

DRAFT

DRAFT FOR DISCUSSION

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor/Developer

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee

1.

2.

Drafted By

DRAFT FOR DISCUSSION

RECEIPT

RECEIVED of and from the within named **Allottee** the within mentioned sum of Rs. _____ (**Receipt Amt**)/- (**Rupees: (Receipt Amt in Words)**) only being part of booking money through several cheques / drafts / electronic transfer on different dates:-

(RUPEES (Receipt Amt in Words) ONLY)

WITNESSES:

1.

2.