

DRAFT

**DEED OF CONVEYANCE**

This **DEED OF CONVEYANCE** been made and executed on the \_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ (20\_\_\_\_) **BY AND BETWEEN**

(2)

Draft for discussion

**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, 5<sup>th</sup> 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 1<sup>st</sup> Applicant)) (Aadhar No. (Aadhar no. of 1<sup>st</sup> Applicant))**, son of (1<sup>st</sup> Applicant's Father name), an Indian citizen, and **(2) (2<sup>ND</sup> APPLICANT) (PAN (Pan no. of 2<sup>nd</sup> Applicant)) (Aadhar No. (Aadhar no. of 2<sup>nd</sup> Applicant))**, wife of (2<sup>nd</sup> 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**

**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

*Draft for discussion*

office at Godrej One, 5<sup>th</sup> 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, 5<sup>th</sup> 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**.

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:**

- A. By and under a Deed of Conveyance dated 19<sup>th</sup> 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.
- B. By and under another Deed of Conveyance dated 19<sup>th</sup> 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,

*Draft for discussion*

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.

- C. By and under another Deed of Conveyance dated 19<sup>th</sup> 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, 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.

- D. By and under another Deed of Conveyance dated 19<sup>th</sup> 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.
- E. By and under another Deed of Conveyance dated 19<sup>th</sup> 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 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

*Draft for discussion*

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, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

F. By and under another Deed of Conveyance dated 19<sup>th</sup> 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 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.

G. By and under another Deed of Conveyance dated 19<sup>th</sup> 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

*Draft for discussion*

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.

H. By and under another Deed of Conveyance dated 19<sup>th</sup> 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. 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, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.

- I. By and under another Deed of Conveyance dated 19<sup>th</sup> 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, lispendenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
- J. By and under another Deed of Conveyance dated 19<sup>th</sup> 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,

*Draft for discussion*

- 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, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
- K. By and under another Deed of Conveyance dated 19<sup>th</sup> 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 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.
- L. By and under another Deed of Conveyance dated 19<sup>th</sup> 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

*Draft for discussion*

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.

M. By and under another Deed of Conveyance dated 19<sup>th</sup> 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 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.

- N. By and under another Deed of Conveyance dated 19<sup>th</sup> 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 encumbrances, charges, liens, lispenses, attachments, mortgages, acquisitions, requisitions, debutter or trust whatsoever, at or for a consideration therein mentioned.
- O. By and under another Deed of Conveyance dated 19<sup>th</sup> 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

*Draft for discussion*

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.

P. By and under another Deed of Conveyance dated 19<sup>th</sup> 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. 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 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.

Q. 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,

*Draft for discussion*

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 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 '**Subject Land**') morefully and particularly described in **Schedule - "A"** hereunder written.

- R. 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 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, 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 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 **Part - 1A of Schedule - "A"** hereunder written.

S.

*Draft for discussion*

- T. The Developer has completed the development of the project in the project land more particularly described in the **Schedule - B** hereunder written in the name and style of "GODREJ ZEN ESTATE PHASE \_\_\_\_\_" which form part of the larger project "GODREJ ZESN ESTATE".
- U. The Developer has fully completed the construction of the project **GODREJ ZEN ESTATE** in accordance with the said sanctioned building plans on \_\_\_\_\_ and has received the Completion Certificate being \_\_\_\_\_ dated \_\_\_\_\_ from \_\_\_\_\_.
- V. By a registered Agreement for Sale dated \_\_\_\_\_, recorded in Book no.\_\_\_\_, Volume No.\_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ registered before the Office of \_\_\_\_\_; made and executed between the Developer herein of the One Part, the Allottee of the other Part, the Developer has agreed to Sale and the Allottee agreed to take the same on a Sale basis all that the Plot No. \_\_\_\_\_ ad-measuring \_\_\_\_\_ Square meter in the project named as **GODREJ ZEN ESTATE PHASE \_\_\_\_\_** as per the Real Estate (Regulation and Development) Act, 2016 be the same little more or less together with the undivided proportionate share or interest in the Common Areas and Facilities at **GODREJ ZEN ESTATE PHASE - \_\_\_\_\_** for an agreed sales consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** plus the applicable taxes and on the other terms and conditions mentioned therein (Hereinafter referred to as the 'said Agreement for Sale').
- W. The Allottee has inspected, scrutinized and is/are satisfied with the Developer right, title and interest to the Project land as well as the Subject Land, the Developer rights and interest in the building named as GODREJ ZEN ESTATE PHASE \_\_\_\_\_ developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Developer that, under law, the Allottee is/are eligible to take it on a Sale basis the aforesaid residential plot and there are no restrictions on the Allottee to obtain Sale under this Deed from the Developer and the Developer are executing this present Deed of Sale in favour of the Allottee on the agreed terms and conditions mentioned herein.

**NOW THIS DEED WITNESSETH AS FOLLOWS: -**

1. Definitions, Acknowledgement, confirmation and disclaimer:

1.1 Definitions:

i. **ACT**: means the and The Real Estate (Regulation and Development) Act, 2016;

ii. **PLOT**: shall mean the Plot No. \_\_\_\_\_ ad-measuring \_\_\_\_\_ Square Meter, as described in **Part \_\_\_\_ of Schedule \_\_\_\_**, as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Part \_\_\_\_ of Schedule \_\_\_\_** and the layout plan or the plot layout is annexed hereto and marked as **Annexure “ \_\_\_\_”**.

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

s

iv. **ARCHITECTS**: shall mean Practice Design Private Limited, the Architects appointed by the Developer or such other Architect as the Developer may appoint from time to time for the building complex.

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

vi. **COMMON AREAS**: shall mean the common areas of the plot , as well as of the Building/Tower which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases, lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, including commercial portion (if any) and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, installation for water supply, specifically for the purpose of common use by Co-Assignees, and all



*Draft for discussion*

other portion of the Project necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "B" & "C"**, hereunder written.

- vii. **CO-ALLOTTEE**: according to the context shall mean all the Allottee and the joint holder, who for the time being have either completed the purchase of any plot or have agreed to purchase any plot and have taken possession of such plot and for all unsold Block, possession whereof not having been parted with by the Developer, shall mean the Developer.
- viii. **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Sub Lessee's, and all other expenses for the common purposes of the Building/Tower, to be contributed, borne, paid and shared on actual by the Co-Sub Lessee's and also for the common areas as described in **Schedule "\_\_\_"** and **"\_\_\_"** hereunder written.
- ix. **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendering common services in common to the Co-sub Lessee's as described in **Schedule "\_\_\_"** and **"\_\_\_"**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-sub Lessee's and relating to their mutual rights and obligations for the beneficial usage of their respective plot exclusively, and the Common Areas and Service Installations in common.
- x. **COMPLETION NOTICE**: shall mean the notice provided by the Developer post receipt of Completion Certificate from the Competent Authority.
- xi. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Allottee takes actual physical possession of the plot after fulfilling all his liabilities and obligations as agreed upon in the Agreement for Sale or the date next after expiry of the Completion

*Draft for discussion*

Notice irrespective of whether Allottee takes actual physical possession or not, whichever is earlier.

- xii. **DATE OF POSSESSION:** Date of possession shall mean and include the date on which the Developer shall handover the physical possession of the plot to the Allottee post execution of the Deed of Sale irrespective of the fact the Allottee takes actual physical possession of the plot or not.
- xiii. **FORCE MAJEURE:** means delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer;
- xiv. **MAINTENANCE BODY:** shall mean and include the Developer or its Agency so long as the Developer does not hand over the management of the Project, and after the same is made over, to the Apex Body.
- xv. **PHASE:** shall mean a cluster of plots along with the common areas, parts and facilities, to be developed on the Entire Land in the name and style "**GODREJ ZEN ESTATE**",
- xvi. **PLAN:** shall mean the final plan duly sanctioned by \_\_\_\_\_ having No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of a multistoried residential building complex comprising of \_\_\_\_\_ (\_\_\_\_\_) Building/s/Tower/s, along with the common areas, parts and facilities, to be developed on the Project land in the name and style "**GODREJ ZEN ESTATE**".
- xvii. **PROJECT LAND:** shall mean the portion of the Subject Land, more particularly described in **Part I(A) of Schedule I** hereunder written.
- xviii. **PROJECT:** shall mean the residential plots along with the common areas, parts and facilities, on the project Land in the name and style "**GODREJ ZEN ESTATE PHASE \_\_\_\_\_**".

- xix. The expression **ALLOTTEE** shall be deemed to mean and include: -
- (a) In case the Allottee be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors or successors-in-interest;
- xx. **RULES:** shall means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the made under The Real Estate (Regulation and Development) Act, 2016;
- xxi. **REGULATIONS:** means The Real Estate (Regulation and Development) Act, 2016;
- xxii. **RELEVANT LAWS:** means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;
- xxiii. **SECTION:** means a section of the Act;
- xxiv. **SERVICE INSTALLATIONS:** shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, with related equipment and soak ways and any other apparatus for the supply of water or for the disposal of foul or surface water, etc.,

- xxv. **SUBJECT LAND**: shall mean the entirety of the area comprising 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 named in the records of right of the Government of West Bengal upon payment of proportionate revenue at the office of the BL&LRO, Usthi, 24 Parganas (South).
- xxvi. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxvii. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- 1.2 At or before execution of this Deed of Sale, the Allottee has fully satisfied himself/herself/themselves/itself as to and acknowledges the following:
- a) The title of the Developer.
  - b) Is satisfied about the plot area..
  - c) That the Allottee of plot shall also be entitled to use and enjoy the Common Areas and Facilities as described in the Schedule “\_\_\_\_\_” and “\_\_\_\_\_” hereunder written in

*Draft for discussion*

common with the other Allottees of the new buildings, in "GODREJ ZEN ESTATE PHASE \_\_\_\_\_", as the same are common to all the existing Phases; and

- d) Acknowledges and confirms that the right of the Allottee shall remain restricted to the said plot and Appurtenances and the right to use the common parts and portions of the said residential complex in common with the other Allottee and/or occupiers of the said residential complex.
- e) Has agreed not to claim any right over and in respect of the other parts and portions of the said residential complex.

1.3 In pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** plus other charges and deposits plus the applicable taxes paid by the Allottee to the Developer on or before the execution of these presents (the receipt whereof the Developer hereby as well as by the receipt hereunder written admit and acknowledge of and from the payment of the same and every part thereof do hereby acquit release and discharge the Allottee and the Said plot and Appurtenances mentioned hereinafter), the Developer do hereby grant transfer and Sub lease release and confirm unto and to the use and benefit of the Allottee all that the plot No. \_\_\_\_\_ ad-measuring \_\_\_\_\_ square Meter be the same little more or less and delineated in ' \_\_\_\_\_ COLOUR' border of Annexure " \_\_\_\_\_ " annexed hereto **Together** with the undivided share or interest in the Common Areas and Portions and Amenities & Facilities (described in the Schedule "B" and "C") in common with the other Allottee of GODREJ ZEN ESTATE PHASE \_\_\_\_\_ (the said residential plot, exclusive right to use the said car parking spaces, if any, comprised in Premises and Common Areas and Facilities common for both the Phases, and hereinafter collectively referred to as the "**Said Plot and Appurtenances**") together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Owners, and the Developer both at law or in equity into and upon the Said plot and Appurtenances or every part thereof TOGETHER WITH all rights, liberties and appurtenances and whatsoever to and unto the Allottee together with the reversion or reversions, remainder or remainders and rent, issues and profits thereof and together with covenant for production of title deeds, evidences, deeds and writings in respect of the Said project land as well as subject land and TO HAVE AND TO HOLD the Said plot and Appurtenances and all other benefits and rights hereby Sale transferred or expressed or

intended so to be and every part or parts thereof or arising out therefrom free from all encumbrances whatsoever absolutely and forever.

1.4 **AND THE DEVELOPER HEREBY COVENANT WITH THE ALLOTTEE as follows:**

- a) THAT notwithstanding any act, deed or matter or thing whatsoever done by the Developer or executed or knowingly suffered to the contrary the Developer is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **Said Plot and Appurtenances** Thereto, hereby conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Developer now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the **Said Plot and Appurtenances** Thereto hereby Sub-let transferred assigned or expressed so to be unto and to the use of the Allottee in the manner aforesaid.
- c) THAT the Said Plot hereby sold granted and conveyed or assigned expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trust made or suffered by the Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developer.
- d) THAT the Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **Said plot and Appurtenances** and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments,

lis pendens debuttar or trust or claims and demands, whatsoever created occasioned or made by the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.

- f) AND FURTHER THAT the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said plot and Appurtenances or any part thereof through under or in trust for the Developer shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to make done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said plot and Appurtenances and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Developer has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said plot and Appurtenances thereto hereby granted transferred and conveyed/Assigned or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

1.5 **AND THE ALLOTTEE HEREBY COVENANT WITH THE DEVELOPER as follows:**

- a) THAT the Allottee and all other persons deriving title under him/her shall and will always hereafter shall observe the restrictions/ Rules regarding the user of the said plot and Appurtenances and also the obligations set forth in the Schedule "F" hereunder written.
- b) THAT the Allottee shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of his/her/their name(s) as the owners and plot and Appurtenances is not separately assessed the Allottee shall pay the proportionate share of the assessed property tax and other taxes and imposition payable in respect of the plot as may be determined and fixed

by the Developer and upon appointment of the Facility Management Company (FMC) in such FMC without raising any objection whatsoever.

- c) THAT the Allottee shall at all times from the date of possession, irrespective of the Allottee taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cesses including but not limited to, multi-storied building tax, GST, water tax, Urban Land Tax, Goods & Service Tax, land under construction tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said plot and proportionately for the land as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Allottee, the Allottee shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the said FMC, to such FMC.
- d) It is further agreed by the Allottee that the deposit of the Ad hoc corpus fund/sinking fund/reserve fund can be used by the Developer/Facility Management Agency/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 Project. The Allottee has deposited Corpus Fund/Sinking fund/Reserve Fund to Developer/Facility Management Agency/Association @Rs.\_\_\_\_/- (Rupees Thirty Only) per sq.ft. 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 Developer/ Facility Management Agency/Association. It is further clarified that Developer/Facility Management Agency 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 Developer/Facility Management Agency at any point of time.

- 1.6 After registration of the deeds of Sale of all the plots in GODREJ ZEN ESTATE at any time thereafter, as the Developer may in its discretion deem fit and proper, the Developer/Allottee will take steps for formation Association of the plot Allottee of GODREJ ZEN ESTATE PHASE - \_\_\_\_\_ (hereinafter referred to as the “**Association**”) in accordance with the relevant provisions as laid down under the West Bengal Apartment Ownership Act, 1972 and/or any other applicable laws and the Allottee hereby agree to observe and perform the terms and conditions, bye laws and the rules and regulations to be prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, common area maintenance, whitewashing, painting, procurement of new assets and insurance etc., in respect of GODREJ ZEN ESTATE PHASE \_\_\_\_\_ and to maintain the roads, compound walls and all other common areas. The name of the Association shall be jointly decided by the Developer and the Allottee of plots in GODREJ ZEN ESTATE PHASE \_\_\_\_ provided however it is clarified that the name of the Association shall not contain the word “Godrej” which is the brand name of the Developer.
- 1.7 The Allottee shall join for forming and registering an Association under the West Bengal Apartment Ownership Act, 1972 and for this purpose the Allottee shall execute the Deed of Declaration and/or necessary documents as provided under the West Bengal Apartment Ownership Act, 1972 and Rules and/or any other applicable laws thereto for the formation and registration of the Association of plot Owners, and for becoming a member thereof. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocates appointed by the Developer and the Allottee hereby agrees to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the owners/ Allottee of GODREJ ZEN ESTATE PHASE \_\_\_\_\_ (including the Allottee herein).
2. The Developer, after formation of the Association, shall hand over the balance funds such as

maintenance charges, etc. already collected from the Allottee of GODREJ ZEN ESTATE PHASE \_\_\_\_\_ to the Managing Committee of the Association and shall also provide audited accounts for the same from the Developer's auditor as up-to that date. The Developer, the Managing Committee of the Association and the Allottee shall be bound by the auditor's statement of accounts. In case the advance maintenance charges payable by the Allottee to the Developer is fully utilized/exhausted prior to the formation of the Association and/or handing over the maintenance to the Association then the Allottee agree to pay additional maintenance deposits upon written demand received from the Developer.

- 2.1 The Developer has already appointed a Maintenance Agency in the name and style 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 ("**Facility Management Company**") to manage, upkeep and maintain the Project together with other building/s (*if applicable*) and the Entire Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and to maintain common areas, common amenities and common facilities. The Allottee hereby agree and undertake to execute maintenance agreement with the Facility Management Company as and when called upon by the 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. The Developer 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 / apex body / apex bodies/common organization. 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/ society / apex body / apex bodies / limited company/ common organization. The Allottee hereby grants his/her/their/its unequivocal and unconditional consent confirming agreement /contract/arrangement that the Developer has or may have to enter into with the Facility

*Draft for discussion*

Management Company ("**FM Agreement**"). It is hereby clarified that the Allottee agrees and authorizes the Developer to appoint the Facility Management Company for the Project and post formation of the association/ co-operative society / apex body / limited company / common organization, as the case may be, the Developer will novate the FM Agreement in favor of the association/ co-operative society / apex body / limited company/ common organization, as the case may be. Post expiry of the tenure of the FM Agreement, association/ co-operative society / apex body / limited company/ common organization, as the case may be, 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 Developer shall not in any manner be accountable, liable or responsible to any person including the Allottee/Assignee/ association/ co-operative society / apex body / limited company/ common organization, 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.

- 2.2 The Allottee agree(s) to promptly, without any delay or demur, pay the necessary maintenance charges as may be determined by the Developer/Facility Management Company.
3. 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 Developer/ Facility Management Company, for the purposes of framing rules for management of the Project for ensuring safety and safeguarding the interest of the Allottee 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 Developer/Facility Management Company and/or other Allottee of plots of the Project It is further agreed by the Allottee that the amount collected as Advance Maintenance charges (if any) shall be utilized by the Developer or its Maintenance Agency prior to the formation of the Association for the purpose of regular

*Draft for discussion*

maintenance of GODREJ ZEN ESTATE and the adjoining Common Areas and Facilities. The Developer or its Maintenance Agency will hand over the said management and control to the Association who shall thereafter hold the same on behalf of the plot owners of GODREJ ZEN ESTATE.

4. The Developer has delivered and put the Allottee in actual physical possession of the Said plot on or before the execution of these presents.
5. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the common area amenities and facilities or defective material being used or regarding workmanship, quality or provision of service.
  - 5.1 Neither the Allottee nor any of the other Allottee of the plot nor the association/apex body/apex bodies to be formed of Allottee of plots shall be entitled to claim any FSI and/or TDR howsoever available on the Project land/Subject Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) /Subject Land is Sold to the association / apex body / apex bodies in the manner set out herein below.
  - 5.2 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project land/Subject Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land/Subject land or any part thereof being increased as a result of the any favorable relaxation of the relevant regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Entire Land as may be permissible.

- 5.3 It is also agreed by the Allottee that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Entire Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.
6. The Developer covenant with the Allottee as follows:
- i) The Developer holds right, title and interest in respect of the Entire Land (as described in Part - II of the Schedule A hereunder written) and that their title thereto is good, marketable and subsisting.
  - ii) The Developer is entitled to transfer the Said plot and Appurtenances to the Allottee;
  - iii) That the Said plot is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
  - iv) The Developer will pay all taxes, rates and cesses, in respect of the Said land up to the date of issuance of PIL;
  - v) The Allottee shall be the sole and absolute Purchaser of the Said plot with the rights of Sale, possession and enjoyment and that the Allottee shall from the date of the Possession Date pay the proportionate share of all outgoings and maintenance and other charges.
7. The Allottee covenant with the Developer as follows:
- i) Prior to this Deed of Sale, the Allottee has surveyed and measured the area of the said plot and upon being fully satisfied has entered into this Deed of Sale and as such the Allottee shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives its right, if any, to do so.
  - ii) The said total consideration has been paid to the Developer after deduction of tax at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and

the necessary TDS certificate(s) shall be provided by the Allottee to the Developer within 1 (one) month from the date of execution of these presents;

- iii) The Allottee shall, from the date of possession of the said plot whether physical possession of the same is taken or not by the Allottee pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
  - iv) The Allottee shall, after possession is made over to him, use and enjoy the said plot solely for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Allottee of other plot owners/ occupiers of Project Land/Subject land.
  - v) The Allottee shall not seek partition or division or separate possession in respect of the Said plot and Appurtenances. None of the Allottee of the plot shall make any obstruction or store or keep any article in Common Areas and Facilities area.
  - vi) The Allottee shall not do or suffer to be done anything in or to the Said plot which may adversely affect the Said plots and/or the adjacent plot owners.
  - vii) If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said plot and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Allottee.
8. The parties hereby mutually covenant with each other that the right to use the Common Areas and Facilities & amenities in the Entire Land shall be in common with the other plot owners / occupiers of and the same shall always be co-existent and co-terminus with the ownership of the Said plot and Appurtenances and cannot be transferred separately.
9. The Allottee shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses/ charges in respect of registration of this Deed of Sale.

*Draft for discussion*

10. In case of conflict between the provision of the said Agreement for Sale other documents executed between the parties and this Deed then this Deed of Sale shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.
11. Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said plot and Appurtenances and/or this Deed or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Developer. In case the Allottee delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Developer is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Mumbai.

**SCHEDULE A ABOVE REFERRED TO:**

**PART - I**

**(SUBJECT LAND)**

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

Draft for discussion

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 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).

**PART - I(A)**  
**(PROJECT LAND)**

ALL THAT the pieces and parcels of freehold land admeasuring \_\_\_\_\_ Acres equivalent to \_\_\_\_\_ square meters lying and situated in L.R. Dag Nos. \_\_\_\_\_ 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 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).

**Part II**  
**(Said plot and Appurtenances)**

**ALL THAT** the Plot No. \_\_\_\_\_ ad-measuring \_\_\_\_\_ Square Meter equivalent to \_\_\_\_\_ Square Feet in the project named and distinguished as **GODREJ ZEN ESTATE PHASE \_\_\_\_\_**, be the same little more or less, and delineated in 'RED COLOUR' border of **Plan - A (Annexure "B")** annexed hereto **Together** with the undivided proportionate share in the land comprised in the Building to be transferred to the Association/Apex Body as mentioned hereinabove (described in 'Part - I' of the First Schedule' hereunder written) as attributable to the said plot **Together** with the undivided share or interest in the Common Areas and Facilities & Amenities (as described in both 'the 'Schedule "B" and "C"' hereunder written.

**SCHEDULE "B" and "C" ABOVE REFERRED TO:**  
**(Common Areas and Facilities & Amenities)**



**COMMON AREAS, FACILITIES & AMENITIES**

Common Areas of the Project shall mean the “common areas” as defined under Section 2 Clause - (n) of the Real Estate (Regulation and Development) Act, 2016, read with the applicable Rules as framed thereunder.

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

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

**AMENITIES**

The Developer shall further provide certain special facilities/amenities shall be marked on a Chargeable basis. The Applicant may opt to choose the said facilities/amenities on payment requisite charges to the person who will be providing such recreational facilities/amenities. It is further agreed by the Applicant that the persons/entities/agencies named to provide the said facilities/amenities at the current development mentioned in any offer document/brochure/collaterals are tentative and may change time to time.

The detail list of amenities are stated herein below:

**FACILITIES**

The Amenities, Facilities and common areas are to be shared between all residents of the Entire Land.

**Schedule - D Above Referred to:**

**(Rights of the Allottee)**

The Allottee shall have the following rights in respect of the Said plot and Appurtenances: -

1. The Allottee and all persons authorized by the Allottee (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities as mentioned in Third Schedule herein;
3. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the Said plot through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said new building, or any part of the land;

**Schedule "F" Above Referred to:**

**(Obligations of the Allottee)**

The Allottee hereby agrees, confirms and undertakes the following obligations towards the Owners and the Developer and other Allottee occupiers: -

1. The Allottee shall not at any time, carry on or suffer to be carried on in the Said plot, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Developer and other Allottee occupiers of the other plot or anything which may tend to depreciate the value of the Said plot;
2. The Allottee shall become and shall always remain a member of the owner's Association (as mentioned herein). The Allottee will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Developer till the time the Association is not formed and also the bye-laws and rules and regulations prescribed by the Association/ Apex Body to be drafted in accordance with the prevailing law;
3. The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in common with the other Allottee of other plot and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the

other plot, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association. If it is required by the Developer, the Allottee shall allow the Developer with or without workmen to enter the Said plot after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.

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

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

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

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

8. The Allottee shall not make any additions or alterations or cause damage to any portion of the Said plot and shall not change the outside colour scheme, outside elevation/ facade/ decor, otherwise than in a manner agreed to by the Developer/ majority of the Association/competent Local Authority.

9. The Allottee shall not subdivide the Said plot and/or any portion thereof.

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

11. The Allottee shall not raise any objection in the Developer installing any telecom tower, TV tower, Internet tower for the Complex or erect a neon/glow sign, litted/unlitted hoarding on the roof

of Tower and the considerations for these rights will be received by the Developer.

12. The Allottee shall not do or cause anything to be done in or around the Said plot which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said plot or adjacent to the Said plot or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use. In case of any such damages is been caused by the Allottee/Assignee, within the Said plot or adjacent plot or any part of Common Area, the Allottee shall be liable to rectify such defects at his/her own cost upon being notified by the Developer / FMC / Association. In case the Allottee fails to rectify such damage/defects within the specified time frame post receipt of such notice, Upon expiry of the specified time frame the Developer / FMC / Association shall rectify the same and the Allottee shall always be liable to bear such cost.

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

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

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

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

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

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

20. No pets (such as birds, dogs, cats, any other animal, etc.) shall be kept or harbored in the

Common Areas by the Allottee. In no event shall dogs and other pets be permitted on elevators or in any of the Common Areas unless accompanied.

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

22. The Allottee shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Sub-Lessee and the Developer / Association at the time of taking over possession of the Said plot or later, as and when required.

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

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

25. The Allottee shall use the Said plot only for residential purposes.

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

27. The Allottee will apply to \_\_\_\_\_ individually for obtaining supply of power and the meter for their plot. The Allottee shall be required to pay the applicable security deposit and/or other charges for the same to CESC.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed of Sale 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  
Allottee

1. Please affix  
photographs and  
sign across the  
photograph

2. Please affix  
photographs and  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Developer

1.

2.

**Drafted By**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **Allottee** the below mentioned sum of **Rs.63,65,163/-** towards Sales Consideration and other charges and deposits, excluding taxes, being part of the Total Consideration, through different cheques / drafts / electronic transfer on different dates.

PARTICULARS	AMOUNT (In Rupees)

**WITNESSES:-**

1.

2.