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DEED OF SUB-LEASE

This **DEED OF SUB-LEASE** has been made and executed on the ____ day of _____ Two Thousand and _____ (20____) **BY AND BETWEEN**

(1) **M/s, GODREJ PROPERTIES LIMITED (CIN No. L74120MH1985PLC035308) (PAN - AAACG3995M)** 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 Authorized Signatory _____ (PAN - _____) (AADHAAR 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 the board resolution dated _____ hereinafter referred to as the **DEVELOPER/LESSEE** (which expression shall where the context so admits include its executors, representatives, administrator and successors-in-office and assigns) of the **ONE 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 “**ALLOTTEE/SUB-LESSEE**” (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 **OTHER PART**.

The **DEVELOPER/LESSEE** and **ALLOTTEE/SUB-LESSEE** shall hereinafter collectively be referred to as the “**Parties**” and individually referred to as a “**Party**”.

WHEREAS:

- A. WHEREAS the West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as the WBHIDCO) has a state wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town viz. New Town Kolkata, and also has been entrusted with the responsibility of Development of some other areas in Kolkata in terms of G.O. No. 81-H1/HO-24013(11)/5/2022 WBHIDCO CELL dated 16.03.2022 of the Housing Department, WBHIDCO Cell, Government of West Bengal, which has been subsequently approved by the State Cabinet in its 19th meeting held on 11.03.2022.
- B. And, whereas a Land measuring about 7.44 acres at 82, B.L. Saha Road, Kolkata-700053 under P.S Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC owned and possessed by the Eastern Distilleries & Chemicals Limited, a Government of West Bengal Enterprise (hereinafter referred to as the said '**SUBJECT LAND**'), free from all encumbrances, charges, lien, acquisition, requisition, debutter and lying unutilized was transferred forever to WBHIDCO Ltd. for proper utilization by way of disposal through E-Auction process to generate additional revenue in the Government Exchequer through a deed of transfer dated 14.11.2022 executed between Finance Department, Government of West Bengal, the transferor therein, WBHIDCO Ltd. the transferee therein and Eastern Distilleries & Chemicals Limited the confirming party therein and the same has been registered before the Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. 1, volume Number 1904-2022, page from 1097017 to 1097037 Being No. 190418861 for the year 2022 (hereinafter referred to as the said '**DEED OF TRANSFER**').
- C. AND WHEREAS THE said WBHIDCO after execution of the registered Deed of Transfer has recorded their name in the Record of Rights of the Government of West Bengal (BL&LRO) and also in the records of the Kolkata Municipal Corporation.
- D. AND WHEREAS the said WBHIDCO has been allowed and conferred by the Government of West Bengal to transfer the Subject Land as and by way of lease to the Corporate Bodies/Organizations registered under the Companies Act including Joint Venture

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Companies or registered Trust/Societies, as the case may be, to materialize the development of some other areas including this land in Kolkata for residential purpose.

- E. AND WHEREAS upon such transfer of the Subject Lands and possession thereof being handed over to the said WBHIDCO, the said WBHIDCO was lawfully seized and possessed of and/or is otherwise well and sufficiently entitled to the scheduled land for the period of demise as mentioned in the said deed of transfer free from all encumbrances which include all that the piece and parcels of land described in the schedule hereunder written.
- F. AND WHEREAS post the transfer of the said Subject Land the said WBHIDCO have made the same ready for allotment and lease out the same to the prospective LESSEE in strict conformity with the prevailing principle of allotment based on policy decision of the State Government and other Rules and Regulations as prescribed or might be framed out from time to time and more specifically according to plans, specifications, elevations, designs and sections duly sanctioned by the Competent Authority upon and compliance of maintaining the use of occupancy of the buildings in particular for the purpose for which the land is allotted.
- G. AND WHEREAS the said WBHIDCO, the Lessor herein had invited bids for lease by Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1.12.2022.
- H. AND WHEREAS the Lessee (the Developer herein) was selected as the highest successful bidder for the Subject Land described in the **SCHEDULE - A** hereunder for allotment on lease hold basis for a period of 99 years for "Residential Purpose" under principal use "Residential" through E - auction held on 20.01.2023, notice for which was issued under WBHIDCO's Notice for e-Auction bearing No. C-447/HIDCO/Admn-4034/2022 dated 1.12.2022. AND WHEREAS such selection was approved in the 42nd meeting of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment of the Government of West Bengal held on 02.05.2023.
- I. AND WHEREAS in accordance with such decision of the Government of West Bengal, the said WBHIDCO agreed to allot the said Subject Land described in the **SCHEDULE -A** hereunder ad-measuring 7.44 acres at 82, B.L Saha Road, Kolkata - 700053 on **Leasehold**

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- basis for 99 years (ninety-nine years)** for "Residential Purpose" under principal use "Residential" at a lease premium mentioned therein subject to fulfilment of the terms and conditions as spelt out in the offer of allotment letter being no. C-186/HIDCPO/Admn-4034/2022 dated 26.05.2023 and other terms as per provisions under the law so as to enable the LESSEE to develop a project for Residential Purpose.
- J. AND WHEREAS, the said WBHIDCO has allotted the said Subject Land described in the SCHEDULE - A hereunder written ad-measuring 7.44 acres out of total 11.75 Acres (approx.) of land lying and situated at 82, B.L.Saha Road, Kolkata - 7000053.
- K. Subsequently vide another Deed of Lease dated 10.10.2023 executed by and between WBHIDCO Ltd. the Lessor therein, and Godrej Properties Limited the Lessee therein, the same has been registered before the Additional Registrar of Assurance - IV, Kolkata and recorded in Book No. I, Volume Number 1904-2023, Page from 811539 to 811584, Being No. 190415092 for the year 2023 (hereinafter referred to as the said '**Deed of Lease**').
- L. Further upon execution and registration of the said Deed of Lease, the said WBHIDCO Ltd. vide possession letter Being No. MP-B/HIDCO/EM/22B/8259 dated - 13.10.2023 has handed over to the Lessee (the Developer herein) the physical khas possession of the said Subject Land mentioned therein as also described in Scheduled - A hereunder written.
- M. AND WHEREAS the said WBHICO Ltd. prior to execution and registration of the Deed of Lease has also submitted a request letter being No. C-155/HIDCO/Admn-4034/2022 dated 16.05.2023 before the Commissioner, Kolkata Municipal Corporation to create a separate holding/premises number in respect of the Subject Land. Accordingly, the said request was taken into consideration and a separate Municipal holding Being No. 82/1, B.L. Saha Road, Kolkata - 700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) has been created in respect of the said Subject Land.
- N. Further upon execution and registration of the Deed of Lease and post receipt of the Physical khas possession of the Subject Land, the Developer/Lessee have also obtained no objection certificate from the Government of West Bengal , Department of Urban Development and Municipal Affairs (Urban Land Ceiling Branch) in respect of the ceiling

limit of Developer/Lessee in the entire subject Land vide letter Being No. 35-UDMA-21011(12)/67/2023 dated 06.02.2024.

- O. Further upon execution and registration of the Deed of Lease, the Developer/Lessee had updated their names in the relevant government records as the due and authorized Lessee of WBHIDCO Ltd. as and where applicable.
- P. Subsequently, the Developer/Lessee for optimal utilization of the Subject Land and basis the permission granted by WBHIDCO vide letter Being No. C-380/HIDCO/Admn-4034/2022 dated - 05.02.2024 has executed a Deed of Gift dated - 06.09.2024 in favour of The Kolkata Municipal corporation in respect of the land ad-measuring 1101.009 Square Meter (11851.26 Square feet) out of the said Subject Land which has been duly demarcated and delineated in the map and/or plan annexed thereto and the same has been registered before the District Sub Registrar - IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2024, Pages - 289850 to 289865, Being No. 160409916 for the year 2024.
- Q. Subsequently the Developer/Lessee basis the permission granted by WBHICO vide letter Being No. C-380/HIDCO/Admn-4034/2022 dated - 05.02.2024 has executed another Deed of Gift dated - 06.09.2024 in favour of The Kolkata Municipal Corporation in respect of the land ad-measuring 117.584 Square Meter (1265.67 Square Feet) in the South East portion of the Subject Land which has been duly demarcated and delineated in the map and/or plan annexed thereto for the purpose of setting up a solid waste management plant by the Kolkata Municipal Corporation and the same has been registered before the District Sub Registrar - IV, South 24 Parganas and recorded in Book No. I, volume No. 1604-2024, Pages - 289834 to 289849, Being No. 160409915 for the year 2024.
- R. Vide the Deed of Lease the Lessor has permitted the Lessee the exclusive right to use the Subject Land for the purpose of construction of buildings in conformity with the Building Rules & Regulations as applicable and other Rules and Regulations as prescribed or might be framed out from time to time at Kolkata and more specifically according to plans, specifications, elevations designs and sections sanctioned by the Competent Authority and that the Lessee shall use the Subject Land and the structure(s) thereon exclusively and wholly for "Residential Purpose" under principal use "Residential" along with payment of

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annual lease rent of Rs. 1000/- per Acres i.e. Rs. 7440/- (Rupees Seven Thousand Four Hundred and Forty Only) plus GST as applicable per annum and subject to the terms and conditions mentioned in the said Deed of Lease.

- S. The terms, conditions and/or covenants of the Deed of Lease shall also be applicable for subsequent Deeds of sub-lease to Allottees/Sub-Lessees.
- T. Presently the Developer/Lessee is developing, in terms of the Deed of Lease, 7.14 Acres out of 7.44 Acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L. No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC, District - Kolkata (Hereinafter referred to as the '**Project Land**') morefully and particularly described in **Part - I(A)** of **SCHEDULE - A** hereunder written.
- U. Based on its right and entitlement in terms of the said registered Deed of Lease dated 10.10.2023 the Developer/Lessee has developed the Project land which forms part of the subject land in consonance with the Relevant Laws.
- V. The Developer/Lessee has completed the development of the project in the project land more particularly described in the **Part - I(A)** of **Schedule A** hereunder written in the name and style of "**GODREJ BLUE**" for residential buildings, consisting of ____ (____) no. of Building(s) / Wing(s) comprising of ground and ____ (____) upper floors.
- W. The Developer/Lessee has fully constructed and completed the building/Tower no. _____ in **GODREJ BLUE** in accordance with the said sanctioned building plans on _____ and has received the Completion Certificate being _____ dated _____ from _____.
- X. By a registered Agreement for Sub-Lease dated _____, recorded in Book no.____, Volume No._____, Pages from _____ to _____, Being No. _____ for the year _____ registered before the Office of _____; made and executed

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between the Developer/Lessee herein of the One Part, the Allottee/Sub-Lessee of the other Part, the Developer/Lessee has agreed to Sub-Lease and the Allottee/Sub-Lessee agreed to take the same on a sub-lease basis all that the Residential Apartment Being No. _____ on the _____ floor of Tower No. _____ in the project named as **GODREJ BLUE** measuring _____ **square meters** (_____ **square feet**) of carpet area 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 BLUE** 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 Sub-Lease').

Y. The Allottee/Sub-Lessee has inspected, scrutinized and is/are satisfied with the Developer/Lessee right, title and interest to the Project land as well as the Subject Land, the Developer/Lessee rights and interest in the building named as GODREJ BLUE developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Developer/Lessee that, under law, the Allottee/Sub-Lessee is/are eligible to take it on a sub-Lease basis the aforesaid residential Apartment and there are no restrictions on the Allottee/Sub-Lessee to obtain Sub-Lease under this Deed from the Developer/Lessee and the Developer/Lessee are executing this present Deed of Sub-Lease in favour of the Allottee/Sub-Lessee 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. **APARTMENT/FLAT**: shall mean the residential Unit No. _____ in the Tower/Building named _____, situated in the _____ floor, having carpet area of _____ sq.mt. (_____ sq.ft.) equivalent to Super Built up area of _____ Sq.mtr. (_____ Sq.ft.) (approx.), 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 floor plan or the apartment plan 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.
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- iv. **ARCHITECTS**: shall mean RSP (701-705, 7th floor, Keshava Building, E, near Family Court, E Block BKC, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051), the Architects appointed by the Developer/Lessee or such other Architect as the Developer/Lessee 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. **BUILDING/TOWER**: shall mean the Building No./Name ____ consisting of several self contained residential flats, the Apartment/Flat and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks as well as Apartment/Flats.
- vii. **CAR PARKING**: shall mean the space in the car parking area of the building complex/project expressed or intended or reserved by the Developer/Lessee for parking of motor cars /other vehicles on a right to use basis morefully and particularly described in **Part ____ of Schedule ____** hereunder written.
- viii. **CARPET AREA**: means the net usable floor area of Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/Lessee or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of

the Allotee/Lessee, but includes the area covered by the internal partition walls of the Apartment/ Flat.

- ix. **COMMON AREAS**: shall mean the common areas of the Apartment/Flat , as well as of the Building/Tower which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases, lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, including commercial portion (if any) and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, installation for water supply, specifically for the purpose of common use by Co-Assignees, and all other portion of the Project necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "B" & "C"**, hereunder written.
- x. **LIMITED COMMON AREAS**: Limited common areas mean and includes those common areas and facilities which may be designated in the declaration as reserved for the use of certain apartment and/or apartments to the exclusion of the other apartments. as per Section - 3(I) of the Apartment Ownership Act, 1972.
- xi. **CO-SUB-LESSEE**: according to the context shall mean all the Allotee/Sub-Lessee and the joint holder, who for the time being have either completed the purchase of any Apartment/Flat or have agreed to purchase any Apartment/Flat and have taken possession of such Apartment/Flat and for all unsold Block, possession whereof not having been parted with by the Developer, shall mean the Developer/Lessee.
- xii. **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.

- xiii. **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 Apartment/Flats exclusively, and the Common Areas and Service Installations in common.
- xiv. **COMPLETION NOTICE**: shall mean the notice provided by the Developer/Lessee post receipt of Completion Certificate from the Competent Authority.
- xv. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Allottee/Sub-Lessee takes actual physical possession of the Apartment/Flat after fulfilling all his liabilities and obligations as agreed upon in the Agreement for Sub-Lease or the date next after expiry of the Completion Notice irrespective of whether Allottee/Sub-Lessee takes actual physical possession or not, whichever is earlier.
- xvi. **DATE OF POSSESSION**: Date of possession shall mean and include the date on which the Developer/Lessee shall handover the physical possession of the unit to the Allottee/Sub-Lessee post execution of the Deed of Sub-Lease irrespective of the fact the Allottee/Sub-Lessee takes actual physical possession of the unit or not.
- xvii. **EXCLUSIVE AREAS**: means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/Sub-Lessee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Allottee/Sub-Lessee and other areas appurtenant to the said Apartment/Flat for exclusive use of the Allottee/Sub-Lessee.
- xviii. **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/Lessee;

- xix. **MAINTENANCE BODY**: shall mean and include the Developer/Lessee or its Agency so long as the Developer/Lessee does not hand over the management of the Project, and after the same is made over, to the Apex Body.
- xx. **PHASE**: shall mean a cluster of _____(_____) Building/s/Tower/s along with the common areas, parts and facilities, to be developed on the Entire Land in the name and style "GODREJ BLUE",
- xxi. **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 BLUE".
- xxii. **PROJECT LAND**: shall mean the portion of the Subject Land, more particularly described in **Part I(A) of Schedule I** hereunder written.
- xxiii. **PROJECT**: shall mean a multistoried residential building complex comprising of _____ (____) Building/s/Tower/s, along with the common areas, parts and facilities, on the project Land in the name and style "GODREJ BLUE".
- xxiv. The expression **ALLOTTEE/SUB-LESSEE** shall be deemed to mean and include: -
- (a) In case the Allottee/Sub-Lessee be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee/Sub-Lessee 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/Sub-Lessee be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;

- (d) In case the Allottee/Sub-Lessee be a company, then its successors or successors-in-interest;
- xxv. **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;
- xxvi. **REGULATIONS:** means The Real Estate (Regulation and Development) Act, 2016;
- xxvii. **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;
- xxviii. **SECTION:** means a section of the Act;
- xxix. **SERVICE INSTALLATIONS:** shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipments and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.,
- xxx. **SPECIFICATION:** shall mean the specification for the said Tower/Building as mentioned in **Schedule “_____”** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;
- xxxi. **SUBJECT LAND:** shall mean the entirety of the area comprising ALL THAT ALL THAT the 7.44 acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward

no. 117 of KMC, District - Kolkata described in the **Part ____ of Schedule ____** hereunder and any extended or added area thereto, which includes the Entire Land mentioned herein and the land reserved for all future development.

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

xxxiii. 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 Sub-Lease, the Allottee/Sub-Lessee has fully satisfied himself/herself/themselves/itself as to and acknowledges the following:

- a) The Lease hold title of the Developer/Lessee.
- b) Is satisfied about the total carpet area comprised in the said Apartment.
- c) Is fully satisfied as to the workmanship and also the materials which have been used in the said Apartment as well as in the said building where the said apartment is situated.
- d) That the Allottee/Sub-Lessee of Apartment(s) in the said Building ____ shall also be entitled to use and enjoy the Common Areas and Facilities as described in the Schedule " ____ " and " ____ " hereunder written in common with the other Sub-Lesseees of the new buildings, in "GODREJ BLUE", as the same are common to all the existing Phases; and
- e) Acknowledges and confirms that the right of the Allottee/Sub-Lessee shall remain restricted to the said Apartment and Appurtenances and the right to use the common parts and portions of the said residential complex in common with the other Allottee/Sub-Lessee and/or occupiers of the said residential complex.
- f) Has agreed not to claim any right over and in respect of the other parts and portions of the said residential complex.

1.3 In pursuance of the said Agreement for Sub-Lease and in consideration of the said sum of

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Rs. _____/- (Rupees _____ only) plus other charges and deposits plus the applicable taxes paid by the Allottee/Sub-Lessee to the Developer/Lessee on or before the execution of these presents (the receipt whereof the Developer/Sub-Lessee 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/Sub-Lessee and the Said Apartment and Appurtenances mentioned hereinafter), the Developer/Lessee do hereby grant transfer and Sub lease release and confirm unto and to the use and benefit of the Allottee/Sub-Lessee all that residential apartment being No. _____ on the _____ floor of the new building named as _____ ad-measuring _____ sq.mtrs. of carpet area 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/Sub-Lessee of GODREJ BLUE (the said residential apartment, 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 Apartment and Appurtenances**") together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Owners, and the Developer both at law or in equity into and upon the Said Apartment and Appurtenances or every part thereof TOGETHER WITH all rights, liberties and appurtenances and whatsoever to and unto the Allottee/Sub-Lessee 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 Apartment and Appurtenances and all other benefits and rights hereby Sub-Lease 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/LESSEE HEREBY COVENANT WITH THE ALLOTTEE/SUB-LESSEE as follows:**

- a) THAT notwithstanding any act, deed or matter or thing whatsoever done by the Developer/Lessee or executed or knowingly suffered to the contrary the Developer/Lessee is lawfully, rightfully and absolutely seized and possessed of

and/or otherwise well and sufficiently entitled to the **Said Apartment and Appurtenances** Thereto, hereby conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Developer/Lessee now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the **Said Apartment and Appurtenances** Thereto hereby Sub-let transferred assigned or expressed so to be unto and to the use of the Allottee/Sub-Lessee in the manner aforesaid.
- c) THAT the Said Apartment 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/Lessee or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developer/Lessee.
- d) THAT the Allottee/Sub-Lessee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **Said Apartment and Appurtenances** and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer/Lessee or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Allottee/Sub-Lessee 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/Lessee or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Developer/Lessee and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment and Appurtenances

or any part thereof through under or in trust for the Developer/Lessee shall and will from time to time and at all times hereafter at the request and cost of the Allottee/Sub-Lessee make do and execute or cause to make done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and Appurtenances and every part thereof unto and to the use of the Allottee/Sub-Lessee in the manner as aforesaid as shall or may be reasonably required.

- g) THAT the Developer/Lessee has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment and Appurtenances thereto hereby granted transferred and conveyed/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/SUB-LESSEE HEREBY COVENANT WITH THE DEVELOPER/LESSEE as follows:

- a) THAT the Allottee/Sub-Lessee 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 Apartment and Appurtenances and also the obligations set forth in the Schedule "F" hereunder written.
- b) THAT the Allottee/Sub-Lessee shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of his/her/their name(s) as the owners and Apartment and Appurtenances is not separately assessed the Allottee/Sub-Lessee shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the New Building as may be determined and fixed by the Developer and upon appointment of the Facility Management Company (FMC) in such FMC without raising any objection whatsoever.

- c) THAT the Allottee/Sub-Lessee shall at all times from the date of possession, irrespective of the Allottee/Sub-Lessee taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cesses including but not limited to, multi-storied building tax, GST, water tax, Urban Land Tax, Goods & Service Tax, land under construction tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Flat/Unit and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Allottee/Sub-Lessee, the Allottee/Sub-Lessee 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/Sub-Lessee 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/Sub-Lessee 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 Sub-Lessee, once it is formed. The said Association of Sub-Lessee 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 Sub-Lease of all the apartments in GODREJ BLUE at any time thereafter, as the Developer/Lessee may in its discretion deem fit and proper, the Developer/Sub-Lessee will take steps for formation Association of the apartment Sub-Lessee of GODREJ BLUE (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/Sub-Lessee 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 BLUE and to maintain the roads, compound walls and all other common areas. The name of the Association shall be jointly decided by the Developer/Lessee and the flat Allottee/Sub-Lessee of apartments in GODREJ BLUE 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/Sub-Lessee shall join for forming and registering an Association under the West Bengal Apartment Ownership Act, 1972 and for this purpose the Allottee/Sub-Lessee shall execute the Deed of Declaration and/or necessary documents as provided under the West Bengal Apartment Ownership Act, 1972 and Rules and/or any other applicable laws thereto for the formation and registration of the Association of Apartment Owners, and for becoming a member thereof. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocates appointed by the Developer and the Allottee/Sub-Lessee 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/Sub-Lessee of GODREJ BLUE (including the Allottee/Sub-Lessee 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/Sub-Lessee of GODREJ BLUE 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

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of the Association and the Allottee/Sub-Lessee shall be bound by the auditor's statement of accounts. In case the advance maintenance charges payable by the Allottee/Sub-Lessee 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/Sub-Lessee agree to pay additional maintenance deposits upon written demand received from the Developer/Lessee.

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/Sub-Lessee 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, building(s). 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/Sub-Lessee / 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/Sub-Lessee 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 Management Company ("**FM Agreement**"). It is hereby clarified that the Allottee/Sub-Lessee agrees and authorizes the Developer to appoint the Facility Management Company for the

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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/Sub-Lessee 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/Sub-Lessee/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/Sub-Lessee 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/Sub-Lessee 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/Sub-Lessee of plots in the Project and the Allottee/Sub-Lessee 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/Sub-Lessee of plots of the Project It is further agreed by the Allottee/Sub-Lessee 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 maintenance of GODREJ BLUE and the adjoining Common Areas and Facilities. The Developer or its

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Maintenance Agency will hand over the said management and control to the Association who shall thereafter hold the same on behalf of the apartment owners of GODREJ BLUE.

4. The Developer has delivered and put the Allottee/Sub-Lessee in actual physical possession of the Said Apartment on or before the execution of these presents.
5. It is agreed that in case any structural defect or any other defect in quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Developer to rectify such defects without further charge, within 30(thirty) days, (depends on type of complaint) and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee/Sub-Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
6. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
7. The Allottee/Sub-Lessee has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Entire Land on which it is being constructed in proportion to the total area of the Subject Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Entire Land/Subject Land as it thinks fit and the Allottee/Sub-Lessee of the apartment(s)/flat(s)/premises/ Apartment/Flats in such buildings (including the Allottee/Sub-Lessee are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Entire Land.
8. The Allottee/Sub-Lessee acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land/Subject Land including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may

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hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land/Subject Land or elsewhere as may be permitted and in such manner as the Developer deems fit.

9. The Allottee/Sub-Lessee further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the said Project Land/Subject Land (along with the FSI/TDR or otherwise) including by way of Sub-Lease to any entity as the Developer may deem fit (ii) the Developer may also Sub-Lease its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Allottee/Sub-Lessee has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land/Subject Land.

9.1 Neither the Allottee/Sub-Lessee nor any of the other Allottee/Sub-Lessee of the Apartment/Flats in the buildings being constructed on the Entire Land (including the Building) nor the association/apex body/apex bodies to be formed of Allottee/Sub-Lessee of Apartment/Flats in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project land/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 Sub-Leased to the association / apex body / apex bodies in the manner set out herein below.

9.2 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project land/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/Sub-Lessee / 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 building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be

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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.

- 9.3 The Allottee/Sub-Lessee or the association / apex body / apex bodies of the Allottee/Sub-Lessee shall not alter/demolish/construct or redevelop the Building or the Entire Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land/Subject land. It is also agreed by the Allottee/Sub-Lessee 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.
10. The Developer/Lessee covenant with the Allottee/Sub-Lessee as follows:
- i) The Developer/Lessee holds lease hold right, title and hold interest in respect of the Entire Land comprised in the building (as described in Part - II of the Schedule A hereunder written) and that their title thereto is good, marketable and subsisting.
 - ii) The Developer/Lessee are jointly entitled to transfer the Said Apartment and Appurtenances to the Allottee/Sub-Lessee;
 - iii) That the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
 - iv) The Developer/Lessee will pay all taxes, rates and cesses, in respect of the Said land up to the date of issuance of PIL;
 - v) The Allottee/Sub-Lessee shall be the sole and absolute Sub-Lessee of the Said Apartment with the rights of Sub-Lease, possession and enjoyment and that the Allottee/Sub-Lessee shall from the date of the Possession Date pay the proportionate share of all outgoings and maintenance and other charges.

11. The Allottee/Sub-Lessee covenant with the Developer/Lessee as follows:
- i) Prior to this Deed of Assignment, the Allottee/Sub-Lessee has surveyed and measured the area of the said Apartment and upon being fully satisfied has entered into this Deed of Assignment and as such the Allottee/Sub-Lessee 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/Sub-Lessee to the Developer within 1 (one) month from the date of execution of these presents;
 - iii) The Allottee/Sub-Lessee shall, from the date of possession of the said Apartment whether physical possession of the same is taken or not by the Allottee/Sub-Lessee pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
 - iv) The Allottee/Sub-Lessee shall, after possession is made over to him, use and enjoy the said Apartment solely for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Allottee/Sub-Lessee of other Apartment owners/ occupiers of Project Land/Subject land.
 - v) The Allottee/Sub-Lessee shall not seek partition or division or separate possession in respect of the Said Apartment and Appurtenances. None of the Allottee/Sub-Lessee of the apartments shall make any obstruction or store or keep any article in Common Areas and Facilities area.
 - vi) The Allottee/Sub-Lessee shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment and/or the new building.
 - vii) The Allottee/Sub-Lessee shall not enclose the terrace/ deck/ balconies/ utility areas under any circumstances without written consent of the Developer and/or

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Association as and when it is formed and shall keep the terrace/ deck open to the skies all time.

- viii) If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said Apartment and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Allottee/Sub-Lessee.
12. 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 flat owners / occupiers of and the same shall always be co-existent and co-terminus with the ownership of the Said Apartment and Appurtenances and cannot be transferred separately.
13. The Allottee/Sub-Lessee hereby acknowledges and consents that the Developer shall demarcate certain portion of the Project as limited common area designated for the use of certain specific units/apartments to the exclusion of other units.
14. The Allottee/Sub-Lessee who have units/apartments inclusive of the right to use designated limited common areas shall be solely responsible for the maintenance of such area.
15. The Allottee/Sub-Lessee 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 Assignment.
16. In case of conflict between the provision of the said Agreement for Sub-Lease other documents executed between the parties and this Deed then this Deed of Sub-Lease shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.
17. Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said Apartment and Appurtenances and/or this Deed or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days of

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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/Sub-Lessee 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 7.44 acres of land lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC, District - Kolkata.

PART - I(A)

(PROJECT LAND)

ALL THAT the 7.14 acres of land out of 7.44 Acres lying and situated at 82/1, B.L. Saha Road, Kolkata-700053 (Previously 82, B.L. Saha Road, Kolkata - 700053) under P.S. - Behala, Mouja - Italgata, Touji No. 2, J.L No. 10 and spread over R.S. Plot Nos. 98,99,100,101,102,101/718 corresponding to R.S. Khatian No. 32 in Ward no. 117 of KMC, District - Kolkata.

Part II

(Said Apartment and Appurtenances)

ALL THAT the Residential Apartment being No. _____ on the _____ floor in the new Building / Tower named as _____ in the project named and distinguished as **GODREJ BLUE** ad-measuring

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carpet area of _____ Sq.mtrs. (_____ Sq.ft) together with exclusive area of _____ Sq.mtr ("Total Area of _____ Sq.mtr.") (corresponding Super Built Up Area being _____ Sq.mtr equivalent to _____ Sq.ft), 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 apartment **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/Sub-Lessee 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/Sub-Lessee 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: (SPECIFICATION)

Schedule "E" Above Referred to: (Rights of the Allottee/Sub-Lessee)

The Allottee/Sub-Lessee shall have the following rights in respect of the Said Apartment and Appurtenances: -

1. The Allottee/Sub-Lessee and all persons authorized by the Allottee/Sub-Lessee (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities as mentioned in Third Schedule herein;
2. The right to subjacent, lateral, vertical and horizontal support for the Said Apartment from the other parts of the said new building;
3. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the Said Apartment through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said new building, or any part of the land;
4. The right of entry and passage for his employees, agents and visitors or workmen at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the Said Apartment or for repairing, cleaning, maintaining or renewing the water

tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other Allottee/Sub-Lessee / occupiers and making good any damage caused.

**Schedule "F" Above Referred to:
(Obligations of the Allottee/Sub-Lessee)**

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

1. The Allottee/Sub-Lessee shall not at any time, carry on or suffer to be carried on in the Said Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Developer and other Allottee/Sub-Lessee occupiers of the other apartment or anything which may tend to depreciate the value of the Said Apartment;
2. The Allottee/Sub-Lessee shall become and shall always remain a member of the owner's Association (as mentioned herein). The Allottee/Sub-Lessee 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/Sub-Lessee 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/Sub-Lessee of other apartments and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association. If it is required by the Developer, the Allottee/Sub-Lessee shall allow the Developer with or without workmen to enter the Said Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
4. The Allottee/Sub-Lessee 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/Sub-Lessee shall allow the Developer or its representatives, workmen to enter into the Common Areas and Amenities and Facilities until all apartments have been handed over by the Owners and the Developer and possession of the Common Areas and Amenities and Facilities have been handed over to the Association.

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

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

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

9. The Allottee/Sub-Lessee shall not subdivide the Said Apartment and/or the Car Parking Space or any portion thereof.

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

11. The Allottee/Sub-Lessee 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/Sub-Lessee shall not do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Apartment or adjacent to the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use. In case of any such damages is been caused by the Allottee/Sub-Lessee/Assignee, within the Said Apartment or adjacent Apartment or any part of Common Area,

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the Allottee/Sub-Lessee shall be liable to rectify such defects at his/her own cost upon being notified by the Developer / FMC / Association. In case the Allottee/Sub-Lessee 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/Sub-Lessee shall always be liable to bear such cost.

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

14. The Allottee/Sub-Lessee 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/Sub-Lessee 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/Sub-Lessee 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/Sub-Lessee shall park his/her/its vehicle in such a way that they and the other Allottee/Sub-Lessee have sufficient drive way and maneuvering space for loading and unloading.

17. The Allottee/Sub-Lessee 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/Sub-Lessee, 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/Sub-Lessee. 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/Sub-Lessee or to a member of the family or guest, tenant or employee of the Allottee/Sub-Lessee 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/Sub-Lessee 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 Apartment or later, as and when required.

23. The Allottee/Sub-Lessee 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/Sub-Lessee shall be solely responsible for all consequences of any offence or breach thereof and the Allottee/Sub-Lessee shall indemnify other apartment holders who may suffer due to any such acts of omission or commission of the Allottee/Sub-Lessee.

24. The access to the ultimate roof of the said building, is common with others Allottee/Sub-Lessee 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/Sub-Lessee shall use the Said Apartment only for residential purposes.

26. The Allottee/Sub-Lessee will apply for and obtain at their own costs separate assessment and mutation of the said Apartment.

27. The Allottee/Sub-Lessee will apply to CESC individually for obtaining supply of power and the meter for their Apartment. The Allottee/Sub-Lessee 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 Assignment 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/Sub-Lessee

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/Lessee

1.

2.

Drafted By

MEMO OF CONSIDERATION

RECEIVED of and from the within named **Allottee/Sub-Lessee** 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.