

DEED OF ASSIGNMENT

THIS INDENTURE of assignment of leasehold rights is made on this ____ day of _____, 2024

BETWEEN

PROPERTYMARK SDSS REALTORS LLP (PAN: ABCFP9423F), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 626, "HMP House", Sixth Floor, 4, Fairley Place, P.O: G.P.O., P.S: Hare Street, Kolkata: 700001, represented by its authorized Signatory Mr. _____ (PAN: _____), hereinafter referred to as the "**PROMOTER/ASSIGNOR**" (which expression shall unless repugnant to the context be deemed to mean and include its administrators, executors, representatives and assigns) of the **FIRST PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**ALLOTTEE/ASSIGNEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**ALLOTTEE/ASSIGNEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**ALLOTTEE/ASSIGNEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**ALLOTTEE/ASSIGNEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Promoter/Assignor and the Allottee/Assignee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. By virtue of a Deed of Lease dated 21st December, 2004 made between the Kolkata Metropolitan Development Authority (KMDA) of the First Part, Kolkata West International City Pvt. Ltd (KWIC) of the Second Part and the Governor of State of West Bengal of the Third Part and registered before the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. I, Pages 1 to 21, Being No. 190100061 for the year 2005, (hereinafter referred to as "**the Head Lease**") KMDA granted to KWIC a lease of land admeasuring 82.147 acres under various R.S. Plot Nos. and within the Mouzas of Tentulkuli, Pakuria, Bankra in the District of Howrah, West Bengal (more fully and particularly described in the Schedule written thereon and hereinafter referred to as "**the Demised Land**") for a period of 999 years commencing from 9th November, 2004 for a consideration therein mentioned and at an annual rent of Re.1/- per acre or part thereof for the purpose of development of the commercial cum residential township on the terms and conditions therein contained;
- B. the main terms and conditions of the aforesaid Deed of Lease dated 21st December, 2004 are as follows:
- (a) KWIC shall be entitled to grant sublease of any portion of the Demised Land and buildings to be constructed thereon
 - (b) KWIC shall be entitled to create mortgage or charge on the Demised Land for borrowing fund from financial institutions or corporate bodies for the purpose of construction of the buildings or for the business set-up
 - (c) KWIC shall permit any person authorized by KMDA to inspect, repair and clean the canals/sewer lines or to do any other work in connection therewith within the Demised Land without any obstruction or hindrance
 - (d) At the expiration of the term of lease or sooner determination thereof, KWIC shall peaceably surrender to KMDA the Demised Land and KMDA shall purchase the construction made on the Demised Land at the market value and KWIC shall sell the same to KMDA at the valuation to be assessed by mutual consent of the parties. If KMDA fails to purchase the constructions, the Head Lease shall be deemed to be renewed for a further period of 999 years
 - (e) KMDA certifies to KWIC that it has a marketable title to the Demised Land
 - (f) KMDA shall indemnify and keep KWIC saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) in relation to any dispute relating to the title to the Demised Land and those resulting from breach of the Head lease by KMDA including any act or neglect or default of KMDA's consultants, employees and/or agents and any breach

resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or otherwise;

- C. KWIC is in the process of developing a commercial cum residential township namely “Kolkata West International City” in phases (hereinafter referred to as **“the Township”**) and the First Phase of the Township is being developed on the Demised Land in accordance with the terms of the Head Lease and in conformity with the Master Plan sanctioned by the KMDA vide letter ref. 172/KMDA/SP/KWIC-75/05 dated 21st September, 2005 and the Building Plans sanctioned by the KMDA vide letter ref. 105/KMDA/KWIC-75/05 (Pt.II) dated 17th April, 2007 and vide letter ref. 04/KMDA/KWIC-75/05(Pt-II) dated 2nd January, 2008 and the Sub-Lessor has also obtained all necessary approvals from the concerned statutory authorities;
- D. KWIC have started a project under the name and style of “Muktodhara-I” whereby the allottee shall have the opportunity to choose/modify the building plan of their choice within the framework of the DCR, for construction of the unit in the allocated area, to be use for residential purpose and/or commercial purpose as applicable;
- E. By virtue of a Deed of Sub-Lease being No: 190204760 for the year 2024 dated 12.04.2024 registered in the office of the Additional Registrar of Assurance – III and recorded in Book No: I, Volume No: 1902-2024, Pages from 206700 to 206745 (hereinafter referred to as **“the Deed of Sub-Lease”**), **PROPERTYMARK SDSS REALTORS LLP** obtained lease hold right of ALL THAT piece and parcel of Plot No: **11 (Erstwhile Plot No: 11, 12 & 13)**, Muktodhara-I admeasuring about **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** equivalent to **0.725 Acre more or less** together with one cemented flooring structure standing thereupon having covered area of **3500** Square feet more or less under R.S. Dag No.- 261, 262, 263, 264 & 268, corresponding to L.R. Dag No.- 281, 282, 283, 284 & 288, Mouza-Bankra, P.S.- Domjur, in the District of Howrah (available FAR 2.00 appx.), with proposed built up area of **63,230** Square feet or more or less or such area as mentioned in the sanctioned building plan, to be approved by appropriate authority, whichever is higher and situated within the Demised Land, along with such terms and conditions as mentioned therein;
- F. KWIC thereafter amalgamated abovementioned three plots into one plot which is now known and numbered as Plot No: **11, Muktodhara-I** admeasuring **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** more or less under R.S. Dag No: 261, 262, 263, 264 & 268, corresponding to L.R. Dag No: 281, 282, 283, 284 & 288, Mouza: Bankra, P.S: Domjur, in the District of Howrah along with available FAR of 2.00 approximately or such area as to be mentioned in the sanctioned building plan, to be approved by appropriate authority, whichever is higher and situated within the Demised Land more fully and more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **‘SAID LAND’**;
- G. The Said Land is earmarked for the purpose of building a residential project, comprising One Ground plus Six storied buildings and the said project shall be known as **“MARK”**
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- I. The Promoter has obtained the final layout plan approvals for the Project from **Kolkata Metropolitan Development Authority** (KMDA) vide letter being no:111/KMDA/SPU/KWIC-75/05 dated 14.08.2025. The Promoter agrees and undertakes that it shall not

make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- J.* The Promoter has commence the construction of the project on _____;
- K.* The Promoter has registered the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at Kolkata vide no: _____ dated ____;
- L.* Pursuant to Application made by the Allottee dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Assignment dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No.____ for the year _____ the Promoter agreed to transfer leasehold right and the Allottee agreed to take lease of ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to use Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO at or for a consideration of Rs..... (Rupees only) more fully described in the THIRD SCHEDULE hereunder written.
- M.* The Allottee has: -
1. Fully satisfied himself/herself/ itself as to the leasehold right of the Promoter in respect of the said land.
 2. Inspected the said Head Lease and Deed of Sub-Lease.
 3. Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
 4. Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
 5. Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
 6. Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Assignment dated _____and agrees to abide by it.
 7. Confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
 8. Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
 9. Structural stability of the Building.
 10. Construction of the Building and the Unit.
 11. The fittings and fixtures installed at the said Unit and the Building.
 12. Completion and finishing of the Unit and the Building.
 13. The situation of car parking space.
 14. The supply of water and electricity to the Unit and the Building.

15. The common facilities and amenities of the Building.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.** _____ (Rupees _____) only paid by the Assignee to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Assignee), the Promoter doth hereby grant, transfer, release, assign and assure unto and to the Assignee ALL THAT the leasehold rights in the said Unit described in the FIRST SCHEDULE hereunder written TOGETHER WITH proportionate undivided indivisible impartible share in the Common Areas and Installations described in the THIRD SCHEDULE hereunder written AND all the estate right and interest of the Promoter into or upon the said Unit and every part thereof, with all legal incidents thereof AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit TOGETHER WITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit TO HAVE AND TO HOLD the leasehold rights in the said Unit and every part thereof unto and to the use of the Assignee for the unexpired period of the lease absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable lease hold right TOGETHER WITH the free, unfettered, transferable and heritable rights of the Assignee to use, occupy and enjoy the Said Unit as lessee thereof with all other rights and properties herein mentioned SUBJECT NEVERTHELESS TO the Assignee's covenants and agreements herein contained and also in the Agreement for Assignment and on the part of the Assignee to be observed fulfilled and performed EXCEPTING AND RESERVING unto the Promoter and the persons deriving right and interest from the Promoter such easements quasi-easements rights and privileges AND ALSO SUBJECT to the Assignee paying and discharging all rates taxes and impositions on the said Unit wholly and the Common Expenses (described in the FOURTH SCHEDULE hereunder written) proportionately and all other outgoings in connection with the said Unit wholly and the said Project and in particular the Common Areas and Installations proportionately.

THE PROMOTER DO THEREBY COVENANT WITH THE ASSIGNEE as follows:

1. The interest which the Promoter professes to transfer subsists and that the Promoter has good right full power and absolute authority to grant, transfer, assign and assure unto and to the use of the Assignee the leasehold rights in the said Unit in the manner aforesaid.
2. It shall be lawful for the Assignee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter or any person claiming through or under the Promoter.
3. The Promoter shall upon reasonable request and at the costs of the Assignee make acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the leasehold rights in the said Unit hereby granted transferred and assigned unto and to the Assignee in the manner aforesaid as shall or may be reasonably required by the Assignee.
4. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Assignment relating to such development is brought to the notice of the Promoter

within a period of 5 (five) years by the Assignee from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, if the defects are minor in nature. Otherwise within reasonable time if it is not minor, what is the reasonable time will be decided by the architect and in the event of Promoter's failure to rectify such defects within such time, the Assignee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

5. It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the circumstances specified in the Agreement for Assignment.

THE PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE ASSIGNEE as follows:

The Promoter doeth hereby repeats and reiterates all representations and warranties, as made in the Agreement for Assignment and in addition to that further represents and warrants to the Assignee that:

- I. The Promoter assures the Assignee that the Promoter has the right to execute this Deed of Assignment and has not committed or omitted to perform any act or thing, whereby the right and interest of the Assignee created herein, may be prejudicially affected.
- II. The Unit, the Common Areas and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- III. The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Assignee is being done in the capacity of the Assignee as a trustee on behalf of and for the benefit of the Association / Maintenance Company (as applicable) to be ultimately formed for the Project and that the Assignee shall transfer the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Assignees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable).

THE ASSIGNEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:

- A. The Assignee so as to bind himself to the Promoter and the other assignees and so that this covenant shall be for the benefit of the Project and other units therein hereby covenants with the Promoter and with all the other assignees that the Assignee and all other persons deriving right under them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Agreement for Assignment, Head Lease and Deed of Sub-Lease, which shall apply mutatis mutandis.
- B. The Assignee hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/its Unit from the date or deemed date of delivery of possession of the said Unit to the Assignee and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and

agrees to indemnify and keep the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non-payment or delay in payment of the same.

- C. In terms of the Agreement for Assignment, the Assignee has before the execution hereof deposit and/or keep deposited with the Promoter a sum of **Rs. _____/-** (Rupees _____) only to remain in deposit with the Promoter and in the event of any default by the Assignee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the Fourth Schedule) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amounts/under default. At the time of handover of the common areas and the common purposes to the Association/Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Assignee to the Association/Maintenance Company.

1. MAINTENANCE OF THE SAID UNIT/PROJECT

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Assignees subject to Assignees making payment of the maintenance charges agreed under these presents.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in THIRD SCHEDULE hereto and all the Assignees of the said Units shall be bound and obliged to comply with the same.

1.1. Maintenance of the Common Area

- 1.1.1. The Assignee shall regularly pay for maintenance of common area and facilities the necessary monthly OEM charges from the date of handover of possession of the unit. Such charge will be determined by the Assignor/Association of Assignees. If the Assignee fails to pay on the fixed dates for a period of 3 consecutive months, then the Assignor/Association of Assignees will charge penal interest @18% per annum.
- 1.1.2. The Assignor/Association of Assignees is solely responsible for the administration and overseeing of common utility charges. The Assignee shall be liable for these charges to the Assignor/Association of Assignees or to an appointed maintenance company.
- 1.1.3. The Assignor/Association of Assignees has exclusive authority to designate common area and facilities. The Assignee acknowledges that this does not grant any automatic privileges regarding access or rights in areas or facilities developed elsewhere on the leasehold land or within other project area.
- 1.1.4. The Assignee's right to use common facilities is contingent upon timely payment of utility/maintenance charges. Non-payment will result in the Assignor/Association of Assignees or its authorized agents, suspending access to utilities and facilities. The Assignor/Association of Assignees also retains the right to recover any unpaid charges from the Assignee or their legal Successors.

- 1.1.5. The Assignor/Association of Assignees may implement changes to the scope or cost of utility services, subject to reasonable and prior written notice to the Assignee. This includes the right to upgrade, modify or discontinue service as per the evolving needs of the project.
- 1.1.6. In case of dispute regarding the utility charges, the Assignor's/Association of Assignees decision shall be final and binding. The Assignee agrees to adhere to dispute resolution procedures specified by the Assignor/Association of Assignees.
- 1.1.7. The Assignor/Association of Assignees holds the right to enforce these provisions strictly, including taking legal action for non-compliance or delayed payments by the Assignee.

2. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency / association of assignees, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Assignee agrees to permit the Promoter / association of assignees and/or maintenance agency to enter into the said Unit or any part thereof, after due prior written notice of 48 hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

3. USAGE

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting area, storage room(if any) changing room/ washroom for staff etc. and other permitted uses as per sanctioned plans. The Assignee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of assignees formed by the Assignees for rendering maintenance services.

4. COMPLIANCE WITH RESPECT TO THE UNIT

- 4.1. The Assignee shall, after taking possession, be solely responsible to maintain the said Unit at his/her/its own costs, in good repaired and condition and shall not do or suffer to be done anything in or to the said Project, or the said Unit, or the staircases, lifts, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the unit are not in any way damaged or jeopardized.
- 4.2. The Assignee shall not be entitled to construct any structures whether temporary or permanent, in the car parking space, balcony and common area. The Assignee hereby agrees and undertakes that the Assignee would maintain the greenery provided by the Promoter and shall do no construction over the green space since the same is mandatorily required to be kept as virgin green as per the applicable laws and any failure in this regard shall be treated as material breach and will entitle the Promoter/Association of Assignees to restore the same as virgin green at the cost of the Assignee. The Assignee hereby further undertakes to abide by the same and also agrees not to change the façade of the unit. The said

restrictions have also been imposed to maintain looks and aesthetics of the Project and breach of it shall be considered as a material breach of contract.

- 4.3. The Assignee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the unit or anywhere on the exterior of the Project therein or the Common Areas (except nameplate in the area specified for). The Assignees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Assignee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common areas of the Project. The Assignee shall also not remove any wall including the outer and load bearing wall of the said Unit.
- 4.4. The Assignee shall plan and distribute its electrical load in conformity with the electrical systems installed the Promoter and thereafter the association of assignees and/or maintenance agency appointed by the association of assignees. The Assignee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

5. OTHER PROVISIONS

- 5.1. Save the said Unit the Assignee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and space so reconstructed areas to the extent not forming part of the Common Areas and Installations and the Promoter shall be absolutely entitled to use, enjoy, transfer, lease and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Assignee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 5.2. The said Unit is liable to be assessed to tax for the quarter subsequent to the quarter in which the said Unit(s) has been granted Full Completion Certificate. The Assignee shall within 6 (six) months from the date hereof apply for at his own costs separate as mentioned and mutation of the said Unit in the records of the concerned authorities.
- 5.3. In case of any amount (including maintenance charges) being due and payable by the Assignee to the Promoter and/or the Association of Assignees, the Assignee shall not be entitled to let out, transfer or part with the possession of the said Unit till the time the same are fully paid and No Dues Certificates obtained from the Promoter and/or the Association of Assignees, as applicable.
- 5.4. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign /signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and condition as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Assignee, and the Assignee hereby consents to the same;

- 5.5. The Assignee shall have no connection whatsoever with the assignees of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Assignee and the other Assignees (either express or implied) and the Assignee shall be responsible to the Promoter for fulfilment of the Assignee's obligations and the Assignee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 5.6. The properties and rights hereby transferred to the Assignee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner.
- 5.7. The Assignee shall be and remain responsible for and indemnify the Promoter and the Association of Assignees against all damages costs claims demands and proceedings occasioned to the said Project or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Assignee and shall also indemnify the Promoter/Association of Assignees against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter/Association of Assignees as a result of any act omission or negligence of the Assignee or the servants agents licensees or invitees of the Assignee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions of the Agreement for Assignment and these presents to be observed fulfilled and performed by the Assignee.
- 5.8. The Project shall bear the name "**MARK**" unless changed by the Promoter from time to time in its absolute discretion and the Logo of the project shall always be displayed at prominent place in the Project.

6. MAINTENANCE & OTHER CHARGES

- 6.1. Township Common Area Maintenance Charges: The Assignee shall make payment of such charges towards Township Common Area Maintenance payable to KWIC or it's nominated agency through the Assignor/Association of Assignees as set out in the Deed of Sub-Lease.
- 6.2. Lease Rent: On and from the Effective Date, the Assignee shall be responsible for payment of lease rental through the Promoter, of Rs. 1/- (Rupees One) per acre per year only ("Lease Rent") with respect to the area of the Demised Land in accordance with the Head Lease and Deed of Sub-Lease within the first calendar months of the year for which the rent is payable. In case of delay or default in payment of lease rental, the Assignee shall be liable for consequences thereof in accordance with the provisions of the Head Lease and Deed of Sub-Lease. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Head Lease and Deed of Sub-Lease, the lease rental is increased, the Assignee shall be responsible for payment of the increased lease rental.
- 6.3. Assignee to Pay Rates & taxes and Common Expenses/Maintenance Charges: The Assignee shall pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately for the Said building complex and wholly for the Said unit and Appurtenances from the date of possession and until the unit and Appurtenances is separately mutated and assessed in favour of the Assignee) on the basis of the bills to be raised by the Promoter/Association of Assignees, such bills being conclusive proof of the liability of the Assignee' in thereof and have mutation completed at the earliest. The Assignee furthest admits and accepts that the Assignee shall not claim any deduction or abatement in the bills of Promoter/ Association of Assignees and the Common Expenses Maintenance Charges shall

be subject to variation from time to time, at the sole discretion of the Promoter/ Association of Assignees and Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are transferred/assigned.

- 6.4. No obstructions by the Assignee to further Construction: The Promoter is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding, banners, dish antennas in the part of the ultimate roof of the building by the Promoter, and the Assignee shall not obstruct or object to the same, The Assignee also admits and accept that the Promoter and/or employees and/or agents and/or contractor of the Promoter shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Assignee shall not raise any objection in any manner whatsoever with regard thereto.
- 6.5. Variable Nature of land Share in Common Portions:
 - 6.5.1. The Assignee fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said *Unit* bear to the currently proposed area of the Said Building Complex.
 - 6.5.2. The Assignee fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Promoter or if the Promoter integrates/adds (Notionally or actually) adjacent lands and preemiums to the Said Property and the Said Building Complex. (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Assignee) then the Land Share and the Share in Common Portions shall vary accordingly and proportionately.
 - 6.5.3. The Assignee shall not question any variation (including diminution) of the land share in Common Portions as decided by the Promoter and the Assignee shall not demand any refund of the Net Price Paid by the Assignee on ground of or by reason of any variation the land share and the share in the common portion and;
 - 6.5.4. The Assignee fully Comprehends and accepts that the land share and the share in the common portion is not divisible. The Assignee shall accept (without demur) the proportionate with regards of various matters as be determined at the absolute discretion of the Promoter.

7. COST OF FORMATION OF ASSOCIATION

The Assignee shall share the actual cost of formation of Association proportionately.

8. OBLIGATIONS OF THE TRANSFEREES

On and from the date of possession the Assignee shall:

- 8.1. Co-operate in Management and Maintenance: Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Assignor/Association of Assignees *or their nominee*.
- 8.2. Observing Rules: Observe the rules framed from time to time by the Assignor/Association of Assignees for the beneficial common enjoyment of the Said building Complex and the Said property.

- 8.3. Paying Electrical Charges: Pay for Electricity or any other utilities consumed in or relating to the Said *Unit* and Appurtenances' and the Common Portions.
- 8.4. Meter and Caballing: Be liable to draw the electric lines/wires from the meter installation area to the Said *Unit* only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other Assignee. The main Electric meter shall be installed only at the common meter space in the Said Building Complex. The Assignee shall similarly use the Ducts and the pipes provided for television, broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
- 8.5. Residential Use: Use the *Unit* for residential purpose only under no circumstance shall the Assignee use or allow to be used they said *Unit* for commercial industrial or other non-residential purposes.
- The Assignee shall also not use the Said *Unit* as religious establishment, guest house, serviced apartment, mess, chummery, hotel, restaurant, nursing home, club, school or other public gathering place.
- 8.6. No Alteration: Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said building complex and (2) design and /or the colour scheme of the windows, grills and the main door of the Said *Unit* without the permission in writing of the Promoter. In the event the Assignee shall compensate the Promoter as estimated by the Promoter.
- 8.7. No Structural Alteration: Not alter, modify, or in any manner change the structure or any civil construction in the Said *Unit* & Appurtenances or the Common Portions or the Said building complex.
- 8.8. No Sub Division: Not sub-divide the Said *Unit* and Appurtenances and the Common Portions under any circumstances.
- 8.9. No Changing Name: Not change/alter/modify the names of the Said building complex from those mentioned in this Deed of Assignment.
- 8.10. No Nuisance and Disturbance: Not use the Said *Unit* or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights comforts or convenience of other occupants
- 8.11. No Storage: Not *store* or cause to be stored and not place or cause to be placed any goods, articles or things in or around the Common Portions.
- 8.12. No Obstruction to Promoter/Association: Not obstruct the Promoter/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said *Unit* and Appurtenances). Provided that it will not become impossible to stay in the *Unit* below the roof top.
- 8.13. No Obstruction of Common Portions: Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said *Unit*.

- 8.14. Not Violating Rules: Not violate any of the rules and/or regulations laid down by the Assignor/Association of Assignees for the use of the Common Portions.
- 8.15. No Throwing Refuse: Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- 8.16. No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Bungalow/Row House, or the Common Portions.
- 8.17. No Storing Hazardous articles: Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said *Unit*.
- 8.18. No Signboard: Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said *Unit* /Said building complex save at the place or places provided there for provided that this shall not prevent the Assignee from displaying a standardized name plate outside the main door of the Said *Unit*.
- 8.19. No Drawing Wire/Cable: Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Assignor/Association of Assignees.
- 8.20. No Floor Damage: Not keep any heavy articles or things, which are likely to damage the floors.
- 8.21. No Use of Machinery: Not install or operate any machinery or equipment except household appliances.
- 8.22. Roof Rights: A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Promoter with right of exclusive transfer and the Assignee specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Assignee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.
- 8.23. No Right in other Areas: The Assignee shall not any right in the other portions of the Said property and the Assignee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the Said other portions.

9. PROMOTER COVENANTS

The Promoter covenant with the Assignee and admits and accepts that:

- 9.1. Completion of transfer: Subject to the Assignee performing the terms and conditions of the *Agreement for Assignment*, the transfer of the Said *Unit* &

appurtenance shall be completed by the Promoter by executing *Deed of Assignment* in favour of the Assignee.

- 9.2. No Creation of encumbrance: The Promoter shall not create any charge, mortgage, lien and/or shall not transfer, *assign* and/or enter into any Deed of Assignment with any person other than the Assignee in respect of the Said *Unit* and appurtenance, subject to the Assignee fulfilling all terms, conditions and obligations of the *Agreement for Assignment*

10. TAXES

Obligation Regarding Taxes: In the event of the Promoter being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time in force or enforced in future or if the Promoter is advised by its consultant that the Promoter is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Promoter having agreed to perform the obligations under this Deed of *Assignment* or having entered into this Deed of Assignment, then and in that event the Assignee shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Promoter indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof.

11. DEFECTS

Decision of Architect Final: If any work in the Said *Unit* and Appurtenance is claimed to be defective by the Assignee *during the defect liability period*, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at own costs remove the defects.

12. ASSOCIATION AND RULES

- 12.1. Transfer of Deposits: The maintenance deposit mentioned in this Deed of Assignment is to be paid by the Assignee to the Promoter and shall be held free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.
- 12.2. Rules of Use: The Said *Unit* shall be held by the Assignee subject to such rules and regulations as may be made applicable by the Association from time to time.
- 12.3. Covenants Regarding Use: The Assignee agrees that the Assignee shall use the Said *Unit* and Appurtenances subject to the following restrictions.
- 12.3.1. No Misuse of Water: The Assignee shall not misuse or permit to be misused the water supply to the *Unit*.
- 12.3.2. Damages to Common Portions: All damages to the Common Portions caused by the Assignee and/or family members, invitees or servants of the Assignee shall *be* compensate for by the Assignee.
- 12.3.3. No Unlawful Act: The Assignee shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Association of *Assignees*.
- 12.3.4. Notification Regarding Letting: If the Assignee lets out or transfers/assigns the Said *Unit* and Appurtenances or portion thereof the Assignee shall immediately notify the Association of *Assignees regarding* the tenant's /transferee's address and Telephone number and identity.

13. FORCE MAJEURE

Circumstances of Force Majeure: The Promoter not be held responsible for any consequences or liabilities under this Deed of Assignment, if the Promoter is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God, (2) Acts of Nature, (3) Act of War, (4) Fire, (5) Insurrection, (6) Terrorist action, (7) Civil unrest, (8) Riots, (9) Strike by material suppliers, workers and employees, (10) Delay on account of receiving statutory permissions, (11) Delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) Any notice, order of injunction, litigation, attachments etc. and (13) Any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new law, restrictive Governmental laws or regulations (collectively Circumstances of Force Majeure).

14. SUBSEQUENT TRANSFERS

For any subsequent transfer beyond the initial assignment (referred to hereafter as subsequent assignment), the process must go through *in accordance with the Head Lease and Deed of Sub-Lease*. It is duly noted that relevant authority *may levy any charges for any subsequent assignment and Assignee and/or Subsequent Assignee shall bound to pay the same without raising any objection*. In case of such assignment/transfer is found to have been made without *observing the terms and conditions as laid down under the Head Lease and Deed of Sub-Lease*, then Assignor shall, after giving the Assignee one month notice in writing shall cancel the allotment and lease and forfeit the lease premium paid by the Assignee against the *Said Unit*.

15. MISCELLANEOUS

- 15.1. Indian Law: This Deed of Assignment shall be subject to Indian Law.
- 15.2. One Transaction: This Deed of Assignment relates to the transaction recorded and contemplated herein and no other Transaction.
- 15.3. Confidentiality and Non-disclosure: The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information /documents by judicial or administrative process
- 15.4. No Claim of Un-Enforceability: This Deed of Assignment is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Deed of *Assignment*.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS, THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.

SIGNED by **PROPERTYMARK**
SDSS REALTORS LLP through
it's _____ Mr. _____, at
Kolkata in the presence of:

SIGNED by _____, at Kolkata
in the presence of:

Drafted by

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF SAID LAND

All that piece and parcel of three Plots Vide No:**11, 12 & 13**, admeasuring about **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** equivalent to **0.725 Acre more or less** under R.S. Dag No.- 261, 262, 263, 264 & 268, corresponding to L.R. Dag No.- 281, 282, 283, 284 & 288, Mouza- Bankra, P.S.- Domjur, in the District of Howrah, details of Dag and Khatian No.- are following hereunder:-

R.S. Plot No.	L.R Plot No.	Area of Land in Acre	Mouza	J.L No.	L. R. Khatian No.	Block
261	281	0.030	Bankra	55	9655	Domjur
262	282	0.364	Bankra	55	9655	Domjur
263	283	0.292	Bankra	55	9655	Domjur
264	284	0.034	Bankra	55	9655	Domjur
268	288	0.005	Bankra	55	9655	Domjur
Total Area in Acre:-		0.725				

Said land is Butted and bounded by:

ON THE NORTH : Villa No: A-2-9 to A-2-17 of Project Charulata.

ON THE SOUTH : 30 Meter wide Internal Road.

ON THE EAST : Plot No: 14 of Muktodhara-I.

ON THE WEST : Plot No: 10 of Muktodhara-I.

DESCRIPTION OF THE FLAT AND PARKING SPACE

Flat No.	-
Floor	-
Flat Type	-
Block	-
Carpet Area	-
Balcony Area	-
Super Built Up Area	-
Car Parking Space No	-
Car Parking Space Type	-

THE SECOND SCHEDULE ABOVE REFERRED TO:

PLAN

[TO BE INSERTED]

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations as per as clause (n) of Section 2 of the RERA)

[TO BE INSERTED]

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

[TO BE INSERTED]

MEMO OF CONSIDERATION

Received the sum of **Rs.** ____/- (**Rupees** _____) only on ____ vide _____being the full and final consideration of the said Demised Land as described herein above in the Second Schedule

Witnesses:

(ASSIGNOR)