

DEED OF ASSIGNMENT

THIS ASSIGNMENT DEED is made on this _____ day of _____, 20____

RE: SERVICE APARTMENT/ RESIDENTIAL FLAT

By and Between

M/s REVERA MILK & FOODS PRIVATE LIMITED (PAN AADCM0732H), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Room No. 4, ANNA BHUVAN, 3rd Floor, 87C, Devji Ratansi Marg, Dana Bunder, Mumbai - 400009, and also 54/10, Debendra Chandra Dey Road, P.O. - Tangra, P.S- Tangra , Kolkata - 700015 , represented by _____ (PAN: _____), (AADHAR NO: _____) , son of _____, residing at hereinafter referred to as the **PROMOTER/ ASSIGNOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **ONE PART.**

And

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "REVERA MILK AND FOODS PVT. LTD." around the perimeter and a star symbol at the bottom.

[If the Allotee/Assignee is an individual]

Mr. __, (Aadhaar no. __) son of __ aged about __ years, residing at __ (PAN __), hereinafter referred to as the

“ALLOTEE/ASSIGNEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

[Or]

[If the Allotee/Assignee is the company]

__(CIN no. __), a company incorporated under the provision 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”

ALLOTEE/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 **OTHER PART:**

[or]

[If the Allotee/Assignee is the Partnership Firm or a LLP]

__ a partnership firm (or a Limited (**or A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at __ (PAN - __), represented by its authorized Partner, __ (Aadhar No. __) authorized vide __ hereinafter referred to as

the **“ALLOTEE/ASSIGNEE”** (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns) of the **OTHER PART:**

[or]

[If the Allotee/Assignee is a HUF]

Mr..... (PAN No.....) son of_____, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at _____, (PAN no. _____) hereinafter referred to as the **“ALLOTEE/ASSIGNEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **OTHER PART:**

The **Promoter/Assignor** and **Allotee/Assignee** shall hereinafter collectively be referred to as the **“parties”** and individually as a **“party”**.

WHEREAS:

1. One **WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (herein referred to as “WBHIDCO”)** invited lease bids covering a duration of 99 years for Plot No. CF-2, encompassing an area of 2.75 acres within the Sub-CBD area of Action Area-I in New Town, Kolkata-700156 (herein

referred to as **"THE SAID PREMISES"** and morefully described in the **SCHEDULE-A** hereunder written) by Notice bearing No. C-141/HIDCO/Admn-2001/2012 dated 21.01.2014, for the purpose of selecting the highest bidder therein with the objective of establishing a "Hotel-cum-Shopping & Multiplex Complex" under the principal use category of "Assembly-Mercantile (Retail)".

2. The Assignor, herein, was declared the highest successful bidder, as communicated through WBHIDCO Memo No. C-621/HIDCO/Admn-2001/2012 dated 07.08.2014.
3. On April 19, 2016, an Indenture of Lease (hereinafter referred to as the 'Principal Lease') was executed and entered into between WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., referred to as the LESSOR, on the One Part, and M/s REVERA MILK & FOODS PRIVATE LIMITED, referred to as the LESSEE, on the Other Part, being the Assignor/Promoter herein and the Principal Lease is duly registered with the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2016, Pages 264496 to 264521, as Deed No. 152308662 for the year 2016 whereby the LESSOR therein granted a lease unto the LESSEE for ALL THAT piece and parcel of land measuring approximately 11133.495 sq.m. (1.113 Hectare), more or less, identified as Plot No. CF-2, Premises No. 02-0178 in Action Area-I, located in New Town, Kolkata, within the jurisdiction of New Town Police Station, District North 24 Parganas, presently falling within the panchayat area of Mouza-Mahisbathan, J.L. No. 18 under Mahisbathan - II, G.P. The detailed description of the premises is provided in the Schedule mentioned therein and also outlined in **SCHEDULE - A** herewith, hereinafter referred to as **"THE SAID PREMISES"**.

This lease is for a duration of 99 years, commencing from April 19, 2016, and concluding on April 19, 2115 with the right of renewal for an additional 99 years, subject to the terms and conditions specified therein.

4. The fundamental terms of the Lease dated April 19, 2016, granted by the Lessor to the Lessee therein/Assignor/Promoter herein are as follows:
- (i) The Lease term shall be 99 (Ninety-nine) years from date of possession renewable for a like term;
 - (ii) Principal use of the land shall be "Assembly-Mercantile (Retail)".
 - (iii) The Lessee shall pay the Annual Lease Rent at the nominal rate of 0.25% of the Lease premium per annum within 30th April of every financial year from the date of registration of the lease deed.
 - (iv) The Building(s) constructed thereon or the structure(s) constructed thereon /or any part thereof may be allowed for assignment by the Assignor/Promoter 'in principle' on specific proposal keeping the principal use unchanged and on payment of prescribed fees, if any.
 - (v) There shall be an option of renewal of the lease period for a like term of 99 years on such terms and conditions as may be imposed by the Lessor and included in such renewal lease deed.
 - (vi) The Lessee and all subsequent Allottee/Assignees will be subject to the rules, regulations and restrictions contained in the Principal Lease.

The pertinent and applicable terms and conditions of the Lease dated April 19, 2016, shall be considered as incorporated into this Assignment / Sub-Lease Deed.

5. The Assignor/Promoter is fully competent to enter into this Assignment Deed, and all the legal formalities with respect to the respective right, title and interest of the Assignor/Promoter regarding the Said Premises on which the Project is to be constructed have been completed.
6. The Assignor/Promoter has undertaken the development of the said Premises to construct an "Assembly Cum Retail Complex" with mixed-use, incorporating residential elements in a phased manner. This development consists of two buildings/towers, and all necessary statutory consents, approvals, permissions, and sanctions will be obtained as required. The NKDA has duly sanctioned two buildings/towers of B+G+XIII, comprising Mercantile (Retail), Commercial Space, Office Space, and Service Apartments with a semi-commercial nature. Additionally, residential flats with amenities and facilities have been included, earmarked for common use by the occupants of the residential area.

"Service Apartment" shall mean a self-contained residential unit/ Apartment with a semi-commercial nature, and with features of some commercial attributes and serves a dual functionality, primarily as a residential space but with certain aspects facilitating commercial usage or services.

"Residential Flat" shall exclude "Service Apartment" and shall mean a self-contained Apartment to be exclusively used for

residential purposes, consisting of living areas, bedrooms, a kitchen, and bathroom facilities.

The area from the IV floor to the XIII floor of the two buildings/towers has been designated for Service Apartments, exhibiting a semi-commercial nature, as well as Residential Flats. This section will feature demarcated areas/zones specifically intended for residential purposes. This designated space, hereinafter referred to as the "Residential Area," is detailed in the **SCHEDULE - B** provided herewith. The Residential Area will encompass "shared common areas and facilities", as **described in the SCHEDULE - D**, as earmarked for common use by the occupants of the Apartment owners within the Residential Area.

The area spanning from the ground floor to the third floor is designated exclusively for Retail/Commercial purposes. A detailed description of this space is provided in **SCHEDULE - C hereunder written**. Within the Commercial Common Areas, specific portions are earmarked, demarcated, and specified for the use of occupants from both the Residential and Service sections, as well as the Commercial section. These designated portions within the Commercial Common Areas, referred to as the "**Shared Common Areas**," are elaborated in **SCHEDULE - D** appended hereto.

Collectively, the entirety of this development, inclusive of the Residential, Service, and Commercial sections, along with the Shared Common Areas, is hereinafter referred to as the "Project".

7. The Assignor herein obtained a sanctioned plan for the erection of the B+G+XIII Storied Mercantile (Retail)- Assembly Building on the said plot by the Sanctioning Authority, New Town Kolkata

Development Authority vide Building PIN 0020017820230728 dated 28.07.2023. The Assignor/Promoter agrees and undertakes that the Assignor/Promoter shall not make any changes to these layout plans, **except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other Laws as applicable and in accordance with the Agreement for Lease.**

8. The Assignor/Promoter has registered the Project under the Provisions of the Act with the **Real Estate Regulatory Authority at Kolkata number _____ on _____ under Registration No. _____.**
9. The Assignee/Allotee, having been apprised of the Project and its details through advertisements by the Assignor/Promoter, and/or relying on the **"leasehold title"** as represented and provided by the Assignor/Promoter, and having reviewed the Principal Lease, papers and documents available on the Promoter/RERA website link, hereby acknowledges their understanding of the Project, and after a preliminary assessment and inspection of the Plan, designs, and specifications, as approved by Competent Authorities and having been satisfied with all of the above, the Assignee/Allotee applied for the allotment of **a Service Apartment, presenting a semi-commercial nature/Residential Flat** in the Project through application _____ dated _____, and upon the provisional allotment letter dated _____, and by virtue of the terms and conditions of the Agreement For Assignment dated _____ (**the "AGREEMENT"**), which was registered in the office of _____, **in Book no. I, Volume No. _____, from pages _____ to _____, being No. _____ for the year _____,** the Assignor/Promoter agrees to transfer to the Assignee/ Allotee and

the Assignee/ Allottee hereby agrees to acquire, on '**Assignment basis**', from the Assignor/Promoter **ALL THAT one Service Apartment, presenting a semi-commercial nature/Residential Flat** numbered _____, with a carpet area of _____ square feet, more or less, categorized as type _____ on the _____ floor in the Project ("**Apartment**"), together with provisional permission to utilize covered/mechanical parking space(s) numbered -----, as permissible under applicable laws and for a total Price of **Rs. _____/- (Rupees _____) only and** deposits on various account as are given in **SCHEDULE - F** of the said **Agreement for Assignment** .

This parking space is earmarked with the Flat and is considered and/or always to be considered as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972. This collectively refers to as "Car Parking Space. Furthermore, the Assignee/ Allottee holds a pro-rata share in the Residential Common Areas, defined under clause (n) of section 2 of the Act, referred to as "Shared Common Areas," along with the common right to use (without any pro-rata share) the Shared Common Areas as outlined in this agreement.

All the aforementioned collectively constitute the "Apartment," as specifically described in SCHEDULE - E appended hereto, including the Floor Plan of the Flat ANNEXED HEREWITH.

10. The Parties have understood their mutual rights and obligations as detailed in Agreement for Assignment dated _____, registered in the office of _____, **in Book No. I, Volume No. _____,**

from pages _____ to _____, being No. _____ for the year _____, which shall be considered as incorporated into this Sub-Lease Deed.

11. The Parties have also gone through the Additional Disclosures and/or details as set out in **SCHEDULE - H** of the said **Agreement for Assignment**, which shall be considered as incorporated into this Deed of Assignment and the parties have understood and accepted the same.
12. The Assignor/Promoter has since completed the construction of the Complex including the **Apartment** and the Parking Spaces as also the Common Areas (which includes the Said Share). The Assignor/Promoter has also since obtained the completion certificate of the Complex from the competent authorities being no. _____ dated _____.
13. The Assignee/ Allottee has made himself fully satisfied about the right, title and/or entitlement of the Assignor/Promoter to the Said Land in accordance with terms and conditions of the Principal Lease, the Said Plan, the construction made by the Assignor/Promoter, all background papers and leasehold rights of the Assignor/Promoter, the right of the Assignor/Promoter to grant this Deed of Assignment and the extent of the rights being granted in favour of the Assignee/ Allottee. The Assignee/ Allottee hereby accepts the same and will not raise any objection with regard thereto.
14. The Parties have gone through all the terms and conditions set out in the Principal Lease and also in this Deed of Assignment and have understood the mutual rights and obligations detailed herein. In particular, the Assignee/ Allottee has understood and has accepted the under mentioned scheme of the development of the Complex.

15. The Assignee/ Allottee has since paid the Total Price/ entire consideration of the Said Apartment to the Assignor/Promoter and the Assignor/Promoter has put the Assignee/ Allottee in possession of the said Apartment as also of the Parking Spaces and the Assignor/Promoter has now called upon the Assignee/ Allottee herein to complete the assignment of the Said Apartment which the Assignee/ Allottee has agreed to complete by these presents.
16. In pursuance of the aforesaid and by these presents the Said Unit is being conveyed and/or transferred by the Assignor/Promoter to the Assignee/ Allottee.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement for Assignment dated _____, and in consideration of the payments made by the Assignee/ Allottee to the Assignor/Promoter, as more fully mentioned in the **SCHEDULE 'F'** of the said Agreement of Assignment and also of this Indenture *[all of which payments have been made to the Assignor/Promoter in terms of the **Agreement for Assignment** dated _____, and the receipt whereof the Assignor/Promoter doth hereby as also by the Memo hereunder written admit and acknowledge to have received and of and from the payment of the same, forever release, discharge and acquit the Assignee/ Allottee and the Said Apartment]*, the Assignor/Promoter hereby grants, transfers, leases, assigns, and assures to the Assignee/Allottee on a "**Assignment of Lease**" in accordance with terms and conditions of the Principal Lease, ALL THAT the Apartment, the Parking Spaces, the Said Share, the Shared Common Areas and the Rights to the extent and within the scope of the applicable law(s) as per details given in **the Agreement for Assignment and also in the SCHEDULE 'E'**

hereunder written (herein before as also hereinafter, collectively, the **"SAID APARTMENT"**), **TO HAVE AND TO HOLD** the Said Apartment unto the Assignee/ Allottee **on "assignment basis"**, absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Assignor/Promoter into or upon the Said Apartment **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Assignee/ Allottee paying and discharging all taxes, impositions etc. of the Said Apartment wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Assignee/ Allottee in the Shared Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Assignee/ Allottee by the Assignor/Promoter with the said Flat and Parking space even though the same, be not expressly mentioned in any further Deed of Assignmnet and/or instrument of transfer **and the Assignment will be subject to the rules, regulations and restrictions contained in the Principal Lease.**

2. ASSIGNMENT/ ALLOTTEE'S COVENANTS: The Assignee/ Allottee doth hereby, agree, accept and covenant with the Assignor/Promoter that the Assignee/ Allottee (after taking possession of the said Flat) shall:-

- 1. Binding by the Principal Lease Deed:** Assignee shall be obligated to adhere to the terms and conditions specified in the Principal Lease, granted by WBHIDCO in respect of the said Premises.
- 2. Inspection of Plan/Fixtures/Fittings:** be deemed to have inspected and verified all the documents as also the Said Plan of the Complex and/or the said Flat and the Parking Space and shall be deemed to be satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Assignee/ Allottee in the Complex and/or in the Common Areas.
- 3. User:** use the said Flat for "**specific purposes**" and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room, underground water tanks,, maintenance and service rooms, etc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Assignee/ Allottee shall not be permitted to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the Assignor/Promoter and/or the Association and/or the Complex

Maintenance Body, as the case maybe, for rendering maintenance services and/or use for specified purposes;

- 4. Use of Common Areas:** use and enjoy along with other Assignee/ Allottee/ occupants of other apartments/units in the Complex only such of the Common Areas and/or the Shared Common Area which would be earmarked and/or designated for common use by the Owner and/or as so permitted under the Act.
- 5. NOC for Commercial Section:** give a no objection certificate to the Assignor/Promoter for the Assignor/Promoter making any changes in the Commercial Section in the manner thought fit and proper by the Assignor/Promoter at its sole discretion.
- 6. Payment of Rates and Taxes:** pay, (on and from the "Deemed Date of Possession" of the said Flat and the Parking Spaces as mentioned in the Notice of Possession, i.e. the date as may be so decided by the Assignor/Promoter and notified as such to all the Assignee/ Allottee including the Assignee/ Allottee herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Flat and the Parking Spaces as may be payable by the Assignee/ Allottee and this liability shall be perpetual, even if not mentioned in any future Deed of Assignment and/or instrument of transfer. It is clarified here that the Assignee/ Allottee has understood that it is the Assignee/ Allottee's obligation to have the said Flat assessed by the competent authority. However, till such assessment is made the Assignee/ Allottee covenants to reimburse to the Assignor/Promoter and/or the Association and/or the Complex Maintenance Body, as the case maybe, the Assignee/ Allottee's proportionate tax paid by the Assignor/Promoter and/or the Association and/or the Complex Maintenance Body, as the

case maybe, from the "Deemed Date of Possession". In this regard, the Assignee/ Allottee specifically agrees to be under obligation to pay to the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case maybe, the Assignee/ Allottee's share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the said Flat is situated;

7. Good Order and Condition: keep the interiors of the said Flat and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Flat and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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 Complex is not in any way damaged or jeopardized;

8. Necessary Repairs and Maintenance: carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Flat between reasonable hours on working days without causing any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex;

- 9. Observance of Laws:** observe all laws, rules and/or regulations and further ensure that under no circumstances, the Assignor/Promoter is held responsible or liable for any liability, whatsoever, for the same. The Assignee/ Allottee shall abide by and observe at all times the regulations framed by the Assignor/Promoter and/or the Association and/or the Complex Maintenance Body, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws;
- 10. Intimation About Tenant:** inform the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case may be, about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Assignee/ Allottee lets out or transfers the said Flat;
- 11. Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** The Assignee/ Allottee shall not install any window air-conditioning units anywhere in the said Flat and not change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Assignor/Promoter and shall install air-conditioners only in designated areas as approved by the Assignor/Promoter.
- 12. Cooperation with other co-buyers or co-occupiers:** cooperate with the other co-buyers and co-occupiers of the Complex, the Assignor/Promoter and/or the Association, and/or the Complex Maintenance Body, as the case maybe, in the management and maintenance of the said Flat and the Complex and shall abide by the directions and decisions of the

Assignor/Promoter and/or the Association and/or the Complex Maintenance Body, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex;

- 13. Damages/contribution for common installations:** pay to the Assignor/Promoter or the Association, and/or the Complex Maintenance Body, as the case maybe, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or willful act of the Assignee/ Allottee and/or any occupier of the said Flat and/or family members, guests or servants of the Assignee/ Allottee or such other occupiers of the apartment/flats;
- 14. Signing of Documents:** sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Assignor/Promoter and other co-buyers and/or co-occupiers of the Complex.
- 15. Drawing of Electrical Wires and Cables:** draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Assignor/Promoter or to the other co-buyers and/or co-occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex. The Assignee/Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land

and outside walls of the building save and except in the manner indicated by the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case maybe;

- 16. Domestic Help(s)/Driver(s)/Pet(s):** remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Assignee/ Allottee and any pets kept by the Assignee/ Allottee; The Assignee/ Allottee shall ensure that the domestic help(s)/service provider(s) visiting the said Flat and/or employed by the Assignee/ Allottee shall use only the common toilet(s) and while so using, keep the common toilets clean and dry.
- 17. Use of Swimming Pool:** use the Swimming Pool within the Complex only as a facility for enjoyment of the owners of residential apartments (including the Assignee/ Allottee) of the Complex and will use the same as per the Rules and Regulations framed from time to time subject to payment of usage charges as so applicable.
- 18. Cable / Telecom / Broad-Band etc.:** avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Assignor/Promoter and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Assignor/Promoter shall so decide) with the service providers operating within the Complex for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Assignor/Promoter within the Complex and which would be declared to be

common facilities by the Assignor/Promoter. These contracts/agreements, if any, entered into by the Assignor/Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Assignee/ Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building of the Complex or any window antenna, excepting that the Assignee/ Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units.

- 19. Information about tenants:** notify the Assignor/Promoter or the Association, as the case may be, in case the Assignee/ Allottee lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number.
- 20. Mutation:** be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Assignor/Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Assignor/Promoter due to non-fulfilment and/or non-observance of this obligation by the Assignee/ Allottee.
- 21. The Assignee/ Allottee (after taking possession of the said Flat) shall not:**
- 1. Colour Scheme/Modifications:** change/modify or alter the external façade (on all sides) of the said Flat in any manner whatsoever and/or not to change/modify or alter the colour

scheme of all areas/ surfaces of the said Flat which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.

- 2. Neon signs, hoardings etc.:** object to the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case maybe, putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
- 3. Construction during permitted hours:** do anything or prevent the Assignor/Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Assignee/ Allottee's enjoyment of the Flat.
- 4. Damage to flooring Etc.:** do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Flat or any apartment adjacent to the Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- 5. Use of hammer Etc.:** be allowed to use hammer of any size or dimension in carrying out any internal work within the said Flat and in case of violation of this condition the Assignee/ Allottee will be liable for all costs and consequences for such violation of this condition.
- 6. Use of Water supply:** misuse or permit to be misused the water supply to the Flat.
- 7. Change of the name of the Complex:** change/alter/modify the name of the building and the Complex from that mentioned in this Deed.
- 8. Generator:** not install or keep or run any generator in the Flat.

9. **Smoking:** smoke in public places inside the Complex which is strictly prohibited and the Assignee/ Allottee and Assignee/ Allottee's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.
10. **Flowers:** not pluck flowers or stems from the gardens or plants.
11. **Use of lifts:** overload the passenger lifts/elevators and shall move goods only through the staircase of the building and not use the elevators in case of fire.
12. **Putting up of clothes:** not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders.
13. **Aesthetics/surroundings:** do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Complex.
14. **Repair:** ask the Assignor/Promoter to undertake any repair or rectification work in the said Flat nor the Assignee/ Allottee shall refuse or neglect to carry out any work after the Assignee/ Allottee had taken possession thereof, directed by a competent authority or by the Complex Maintenance Body and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Flat, and shall not require or hold the Assignor/Promoter liable for execution of such works;
15. **Use of Commercial Section in emergency:** use the drive way of the Commercial Section except in case of any emergency(ies) and to abide by the decision of the concerned association of Residential and Service Section regarding the

concerned association's decision to use the said drive way of the Commercial Section and/or to the use of the set of keys lying with the concerned association of Residential and Service Section for opening and closing of the gate installed, if any, on the exit lane/driveway of the Commercial Section except in case of any emergency.

- 16. Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Parking Spaces and/or in the Complex after the execution of these presents.
- 17. Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Flat and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Assignee/ Allottee shall not make or permit any disturbing noises in the said Flat by the Assignee/ Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;
- 18. Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Flat and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Flat or install and operate any machine or equipment save usual home appliances and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the Complex and in case any damage is caused to the building and/or the

said Flat and/or the Parking Space on account of negligence or default of the Assignee/ Allottee in this behalf, the Assignee/ Allottee shall be liable for making good the said damages.

19. **Illegal or Immoral Use:** use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
20. **Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Flat and/or the Parking Spaces or any portion of the Said Land and the building in which the said Flat is situated, other than in the area earmarked for the such purpose and not throw or allow to be thrown litter on the grass planted within the Complex and not trespass or allow to be trespassed over lawns and green plants within the Complex;
21. **Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;
22. **Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other flat owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Flat. The Assignee/ Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever; The Assignee/ Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
23. **Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said

Flat or on the outside wall of the Complex so as to be visible from outside the said Flat. Save at the place as be approved or provided by the Assignor/Promoter. Nothing contained herein shall, however, prevent the Assignee/ Allottee to put a decent name plate on the outer-face of the main door of the said Flat.

- 24. Object to the installations:** not object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Assignee/ Allottee being required to pay any charges for the same to anyone and not object to the Assignor/Promoter entering into agreements (on such terms and conditions and for such period as the Assignor/Promoter shall decide) with the concerned service providers of the Assignor/Promoter's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Assignor/Promoter within the Complex and which would be declared to be common facilities by the Assignor/Promoter.
- 25. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Flat; In this regard the Assignee/ Allottee shall not demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor make any alteration in the elevation of the building in which

the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said Flat without the prior written permission of the Assignor/Promoter and/or the Association and/or the Complex Maintenance Body, as the case maybe. In this regard, the Assignee/ Allottee further covenants that the Assignee/ Allottee shall not sub-divide the said Flat and/or any part or portion thereof; The Assignee/ Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/grill. The Assignee/ Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Flat; The Assignee/ Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

26. Trademark of the Assignor/Promoter: use the name/mark of the Assignor/Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Flat and if the Assignee/ Allottee does so, the Assignee/ Allottee shall be liable to pay damages to the Assignor/Promoter and shall further be liable for prosecution for use of such mark of the Assignor/Promoter;

27. Insurance: not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building of the Complex or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- 28. Installation of Grills etc.:** not install grills/collapsible gate, the design of which has not been suggested and/or approved by the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case maybe, or in any other manner do any other act which would affect or detract from the uniformity and aesthetics harmony, beauty of the exterior or surroundings of the building comprised within the Complex;
- 29. Covenants regarding Parking Space:**
- a. Not keep in the Parking Space, anything other than one medium sized car (for each parking space so earmarked for the Assignee/ Allottee).
 - b. Not use the said Parking Space for any purpose other than parking of such cars or raise any "kucha" or "pacca" construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein.
 - c. Not object to the Assignor/Promoter permitting Assignee/ Allottee of the other flats (for such consideration and in such manner as deemed fit and proper by the Assignor/Promoter and/or as may be permitted under the applicable law(s)) to park cars in all other parking spaces other than those earmarked for the Assignee/ Allottee.
 - d. Not object to the Assignor/Promoter changing any scheme of numbering of parking spaces as per the discretion of the Assignor/Promoter and to accept the revised parking number as so intimated by the Assignor/Promoter to the Assignee/ Allottee upon such revision.
 - e. Not to raise any dispute or objection in respect to the permission granted by the Assignor/Promoter in respect of the

- open parking spaces (except those earmarked for the Assignee/ Allottee) to any other Assignee/ Allottee nor to disturb the use of such parking space by the concerned Assignee/ Allottee(s).
- f. Not to raise any dispute or objection in case the association of Assignee/ Allottee, upon its formation, make any changes in the allocation of open car parking spaces already done by the Assignor/Promoter to the various Assignee/ Allottee including the Assignee/ Allottee herein.
 - g. Not object to the fact that the mechanized parking system will always be a dependent parking and to accept such parking facility to be always considered as dependent and not to object to the to and fro movement of the vehicle from the designated parking space to the driveway only upon moving another parked vehicle.
 - h. Not object to the Assignor/Promoter allotting the same set of mechanized parking system to two different apartment owners which will have the provision to park two medium sized cars and in case of such allotment the Assignee/ Allottee hereby undertake not to object to the fact that whoever parks the car earlier shall park it at the upper level and the other Assignee/ Allottee (who may be the Assignee/ Allottee) who comes later shall park the car at the lower level of the mechanized parking system and shall also not object to the fact that as and when the Assignee/ Allottee who has parked the car at the upper level wishes to take out the car, the Assignee/ Allottee of lower level shall cooperate and remove his/her car.
- 30. Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Assignee/ Allottee or any other place specifically

demarcated for the parking of the vehicles of visitors to the Complex, if there be any.

3. ASSIGNOR/PROMOTERS'S COVENANTS:

- a. The Assignor/Promoter doth hereby profess that the title transferred to the Assignee/ Allottee in the said Flat subsists and that the Assignor/Promoter has good right, full power and absolute authority to grant, demise, lease out, transfer, assign and assure unto and to the use of the Assignee/ Allottee the title hereby conveyed to the Assignee/ Allottee.
- b. The Assignor/Promoter doth hereby covenant with the Assignee/ Allottee that the Assignor/Promoter in future, shall, at the request and cost of the Assignee/ Allottee, execute such documents that may be required for perfecting and bettering the title of the Assignee/ Allottee to the Said Apartment if so required.
- c. The Assignee/Promoter, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Assignee/ Allottee cause to be produced to the Assignee/ Allottee the attorneys of the Assignee/ Allottee or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Assignee/ Allottee and in due course of time, handover all such title deeds to the Association.

4. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- 1. Transfer/ Assignment of Common Area:** The Assignee/ Allottee has been categorically made aware by the Assignor/Promoter that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Assignee/ Allottee is being

transferred as per the law prevailing on the date of execution and registration of this Assignment Deed. The Assignee/ Allottee has also been categorically made aware by the Assignor/Promoter that at any time after the execution and registration of this Deed of Assignment, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Assignor/Promoter would be under obligation, inter alia, to transfer the Common Areas to the Association, when formed, then, and in such event, the Assignee/ Allottee, hereby, unconditionally and unequivocally agree and confirm that the Assignee/ Allottee shall, if so required by the Assignor/Promoter and by the registering authority and upon receiving a request thereto from the Assignor/Promoter sign such Deed of Assignment / Assignment Agreement and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Assignee/ Allottee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Assignee/ Allottee to the Assignor/Promoter. The Assignee/ Allottee further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. In case the Assignee/ Allottee refuses to or delays in getting such transfer done within the time required by the Assignor/Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Assignor/Promoter shall as the constituted attorney of the Assignee/ Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. This obligation of the Assignee/ Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the

Assignee/ Allottee and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Assignee/ Allottee.

2. Limited Common Areas: In accordance with the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities in the Complex have been kept reserved for use of certain flats or has been allotted to the specified flats to the exclusion of other flats and shall always be referred to as the "Limited Common Areas". including the parapet walls and the room(s) / space on the stair-cover, have be excepted and reserved by the Assignor/Promoter and shall belong exclusively and absolutely to the Assignor/Promoter and the Assignor/Promoter shall have the exclusive right to make construction, addition and/or alteration (including to set up / install roof garden/s, cooling plants and towers, V-Sat, dish or other antennas on the same or any part thereof of any nature as permissible under the law and to connect and/or replace all common installations facilities and utilities in the Complex and to use, enjoy, hold, demise, grant, let out, lease out, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Assignor/Promoter may in its sole discretion think fit and proper and realize and appropriate all lease proceeds, premiums, rents profits etc., without any objection or hindrance from the Assignee/ Allottee. The remaining shall be meant for common use and enjoyment of the occupants of the Complex including the Assignee/ Allottee herein;

3. Exclusive Open Terrace/Garden: The Assignee/ Allottee of specified flats which may have exclusive open to sky terrace/gardens attached to such flats, if there be any, shall have

exclusive right of user of the same independent of all others and the Assignee/ Allottee shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever.

4. Future exploitation: Notwithstanding anything elsewhere to the contrary herein contained the Assignor/Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the Said Land lawfully, including by way of raising further storey or stories on the roofs for the time being of the Residential Towers and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Land to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sub-lease transfer the same to any person or persons on such terms and conditions as the Assignor/Promoter in its absolute discretion may think fit and proper and the Assignee/ Allottee's share in various matters, including in Common Areas shall also stand reduced owing to such construction but the Assignee/ Allottee shall not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Assignee/ Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts paid by the Assignee/ Allottee nor to claim any amount or consideration from the Assignor/Promoter on account thereof and furthermore the Assignee/ Allottee shall fully co-operate with the Assignor/Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Assignor/Promoter.

5. The Assignor/Promoter shall:

- i. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Assignee/ Allottee.
- ii. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- iii. not be liable to rectify any defect occurring under the following circumstances:
 1. If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Assignee/ Allottee has taken over possession of the Flat. The Assignor/Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 2. If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Flat unto the Assignee/ Allottee. The Assignor/Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 3. If there are changes, modifications or alterations in doors, windows or other related items, then the Assignor/Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
 4. If the Assignee/ Allottee after taking actual physical possession of the Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat,

then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Assignor/Promoter shall not be responsible;

5. Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance.
6. not be responsible for the defects in case the materials, fittings and fixtures provided by the Assignor/Promoter are not used/ maintained by the Assignee/ Allottee or the Assignee/ Allottee's agents in the manner in which the same is required to be maintained or in case the annual maintenance charges to be paid for such materials, fittings and fixtures are not paid by the Assignee/ Allottee;
7. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Assignor/Promoter in the Residential Common Areas and/or in the Flat going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Assignor/Promoter and not amounting to poor workmanship or manufacture thereof.
 - a. Any defect due to force majeure.
 - b. Failure to maintain the amenities /equipments.
 - c. Due to failure of annual maintenance charges.

d. Regular wear and tear.

If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

8. Notwithstanding anything hereinbefore contained in case the Assignee/ Allottee, without first notifying the Assignor/Promoter and without giving the Assignor/Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Assignor/Promoter shall be relieved of its obligations without any demur or protest from the Assignee/ Allottee.

6. Maintenance of Common Area: Till the formation of Association and if so decided by the Assignor/Promoter, the Assignor/Promoter may form, as an interim measure, a maintenance body with such name as may be so decided by the Assignor/Promoter (the "Complex Maintenance Body"). The management and administration of the Common Area comprised within the Complex shall then be under the control of the Complex Maintenance Body till such time that the Association under the West Bengal Apartment Ownership Act 1972 and/or the rules made thereunder is formed. The initial board of directors of such Complex Maintenance Body, if so formed, shall comprise of the nominees of the Assignor/Promoter.

7. Pending the formation of the Association and in case the flat owners of the Complex insist on taking over the maintenance and management of the Complex through at least more than fifty percent

of the flat owners elected/selected from amongst all the flat owners then, and in such event, the Assignor/Promoter shall, (in case the Assignor/Promoter has already constituted the Complex Maintenance Body) insist upon the flat owners to take over such body from the Assignor/Promoter for which the seven nominated members of the Assignor/Promoter in the said body shall resign and seven of the the flat/unit owner's nominee as selected/elected by the flat owners from amongst themselves will replace the nominees of the Assignor/Promoter and will constitute the board of directors of the Complex Maintenance Body. In case, however, no such maintenance body is constituted by the Assignor/Promoter then, and in such event, the Assignor/Promoter shall hand over the maintenance and management of the Complex to whatever maintenance body the flat owners will then constitute and such maintenance body, (whether it is the Complex Maintenance Body or the body constituted by the flat owners) will then (till the formation of the Association) manage and maintain the Complex as the Complex Maintenance Body in the manner so decided by the flat owners.

8. The Assignor/Promoter agrees that after completion of the Complex and within such timeframe as prescribed in the Apartment Ownership Act the Assignor/Promoter shall take necessary steps for formation of the Association. The Assignee/ Allottee shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Assignee/ Allottee will execute a power of attorney in favour of the Assignor/Promoter and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order

to enable the Assignor/Promoter to take up and complete all formalities required for formation of the Association and also for the Assignee/ Allottee to become a member of the said Association.

8.1. Within 3 (three) months from the date of formation of the Association the Assignor/Promoter shall, (if the maintenance and management of the Complex has not been taken over by the flat owners from the Assignor/Promoter) handover the maintenance and management of the Common Areas of the Complex to the Association so formed and in case of the Complex Maintenance Body having already taken over the maintenance and management of the Complex then, and in such event, such maintenance body will be liquidated in due process but pending such liquidation the Association shall take over the control, management and administration of all Common Areas within the Complex. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Assignee/ Allottee to the Assignor/Promoter shall also be transferred by the Assignor/Promoter to the said Association after adjustment of all dues of the Assignee/ Allottee. The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Assignor/Promoter, hereunder reserved.

9. Apportionment of Maintenance Expenses: The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Assignee/ Allottee) will be decided by the Assignor/Promoter so long as the Assignor/Promoter maintains the Complex and/or by the Complex Maintenance Body, if such body is in charge of the maintenance of the Complex and/or the maintenance body formed by the flat owners, as the case may

be. Such apportionment of maintenance expenses and/or such fixation of maintenance expenses payable by the Assignee/ Allottee herein as also by all the Assignee/ Allottee/occupants of all other flats shall be always calculated and be made payable by the Assignee/ Allottee/occupants of all other units on the basis of the super built up area of the Flat as mentioned in Part I of the Schedule 'E' hereunder written and such fixation of the maintenance expenses so fixed on super built up area basis shall be final and binding on the Assignee/ Allottee as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Complex, wholly or partly, as the case may be, shall be made to the Assignor/Promoter or to the Complex Maintenance Body or to the body formed by the flat owners or to the Association when formed. On and from the Possession Date the payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Assignee/ Allottee to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Assignee/ Allottee can be withheld by the maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Assignee/ Allottee.

- 9.1. In case the Assignor/Promoters is constrained to maintain the Complex either by itself or through the Complex Maintenance Body, as the case may be, for a period of more than 3 (three) months after obtaining the completion certificate then, and in such event, the Assignee/ Allottee shall pay to the Assignor/Promoter or to the Complex Maintenance Body, as the case may be, maintenance fee for all the efforts to be done by the Assignor/Promoter and/or the to

the Complex Maintenance Body, as the case may be, to be calculated @ 15% of the maintenance charges/expenses payable by the Assinee/ Allottee and such maintenance fee shall be continued to be payable by the Assignee/ Allottee to the Assignor/Promoter to the Complex Maintenance Body, as the case may be, until the maintenance of the Complex is handed over to the Association.

- 9.2. The Assignee/ Allottee's proportionate share in all matters concerning the said Flat and / or the Said Apartment, as the case maybe, shall be the proportion which the carpet area/super built-up area of the said Flat all the apartments/units of the Complex. It is clarified that while determining the proportionate share of the Assignee/ Allottee to the various matters, the decision of the Assignor/Promoter or the Association and/or the Complex Maintenance Body, as the case maybe, shall be binding on the Assignee/ Allottee.
- 9.3. The Assignor/Promoter shall not be liable to make payment of maintenance charges for the unsold flats in the Complex for a period of 18 (eighteen) months starting on and from the month from which the Assignor/Promoter starts and/or has started charging maintenance for the flats/units in the Complex.
- 9.4. In accordance with Section 16 of the Real Estate (Regulation and Development) Act 2016, the Assignor/Promoter or the Complex Maintenance Body, as the case may be, shall, (in case the maintenance is not handed over to the Association within a period of 2 (two) years from the date of completion certificate) obtain all applicable insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas of the Complex are handed over to the Association. The Assignee/ Allottee shall contribute (proportionately on the basis of the carpet area or

super built up area of the Flat as may be so decided) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/ partial completion certificate, as the case may be, of the Complex, which amount would be paid by the Assignee/ Allottee as and when demanded from the Assignee/ Allottee.

- 10. Name of the Complex:** The Complex shall bear the name **"ONE VICTORIA"**.
- 11. Binding Effect:** This Indenture /Deed of Assignment and the Assignment Agreement executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Assignment Agreement between the Parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Assignee/ Allottee acknowledges upon signing of this Assignment Deed that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Assignor/Promoter or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.
- 12. Agreed Rules of Interpretation:** The following are the agreed rules of interpretation of this Indenture:
- i. Words importing singular number, shall wherever applicable, include plural number.
 - ii. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

- iii. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such schedule.
- iv. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

SCHEDULE - A ABOVE REFERRED TO
("THE SAID PREMISES")

ALL THAT piece and parcel of leasehold land measuring approximately 11133.495 sq.m. (1.113 Hectare), more or less, identified as Plot No. CF-2, Premises No. 02-0178 in Action Area-I, located in New Town, Kolkata, within the jurisdiction of New Town Police Station, District North 24 Parganas, presently falling within the panchayat area of Mouza-Mahisbathan, J.L. No. 18 under Mahisbathan - II, G.P, butted and bounded by-

ON THE NORTH: HIDCO LAND

ON THE SOUTH: Premises Nos. 04-0178 and 02-0173

ON THE WEST: Street No. 0178 (33.5 M. Wide)

ON THE EAST: HIDCO LAND and Premises Nos. 03- 0180 and 05-0180

SCHEDULE - B ABOVE REFERRED TO
(RESIDENTIAL AREA DESIGNATED
FOR SERVICE APARTMENT/ RESIDENTIAL FLAT)

ALL THAT entire IV floor to the XIII floor (excluding the Ground Floor to the third floor, specifically designated for Retail/Commercial Area), in conjunction with the "Shared

Common Areas" outlined in SCHEDULE - D, collectively constitutes the Residential Area.

SCHEDULE - C ABOVE REFERRED TO
(COMMERCIAL SECTION)

ALL THAT the entirety of the Project area, not explicitly marked as "Residential Area" as outlined in Schedule- B above, shall be designated as Commercial Section.

SCHEDULE - D ABOVE REFERRED TO
(SHARED COMMON AREAS)

- (i) Automatic high speed elevators of superior make.
- (ii) Intercom Facility and Infrastructure for DTH service.
- (iii) In House sewerage treatment plant for entire complex.
- (iv) State of the art fire fighting arrangement and extinguishers as required by law.
- (v) 24 hours treated water supply.
- (vi) Intercom facility for entire complex including club and FMS.
- (vii) Facility Management System.
- (viii) Three Tier security.
- (ix) CCTV at main gate and ground floor lobbies.
- (x) Fully Air Conditioned ground floor Lobby.
- (xi) Landscaped gardens.
- (xii) Fire alarm and suppression system.
- (xiii) Well-built and well lit internal roads.

CLUB FACILITIES

- I) Banquet Hall;
- II) Swimming Pool;
- III) State of the art Multi gym;

IV) Play area;

SCHEDULE - E ABOVE REFERRED TO
("APARTMENT")

ALL THAT allotment of a **Service Apartment, presenting a semi-commercial nature/Residential Flat** in the Project called "**ONE VICTORIA**", numbered _____, with a carpet area of _____ square feet, more or less, categorized as type _____ on the _____ floor in the Project ("**Apartment**"), together with provisional permission to utilize covered/mechanical parking space(s) numbered _____, as permissible under applicable, together with pro-rata share in the Residential Common Areas, defined under clause (n) of section 2 of the Act, referred to as "Shared Common Areas," along with the common right to use (without any pro-rata share) the Shared Common Areas as outlined in this agreement.

SCHEDULE - F ABOVE REFERRED TO
(TOTAL PRICE)

Rs. _____ **/-** (**Rupees** _____) **only** for the Said Apartment paid by the Assignee/ Allottee to the Assignor/Promoter as full and final payment of the total price which the Assignor/Promoter doth hereby acknowledge to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered by the Assignor/Promoter at Kolkata in the presence of:

Executed and Delivered by the Assignee/ Allottee at Kolkata in the presence of:

Drafted By:
Fox & Mandal
Solicitors & Advocates

MEMO OF CONSIDERATION

RECEIVED from the within named Assignee/ Allottee the within mentioned Rs. _____/- (Rupees _____) only

being the full consideration payable under these presents for the Said Apartment in the manner mentioned below.

Witnesses:

1.

2.

(Authorized Signatory of Assignor/Promoter)




DRAFT