

DEED OF ASSIGNMENT

THIS DEED is made this ____ day of _____ Two Thousand _____

BETWEEN

SYSTRON ELECTRONICS PRIVATE LIMITED (CIN: U32109WB1987PTC043016)(PAN AADCS7218N), a company incorporated under the Companies Act, 1956, having its Registered Office at Plot J5, Block -GP, Sector -V, Salt Lake, P.O- Sech Bhavan, P.S- Electronics Complex Bidhannagar, Kolkata -700091.

represented by its Director Naresh Kumar Goyal holding PAN: ADOPG8357M and AADHAAR No. 781284628981 son of Late Madan Lal Goyal, by Nationality Indian, by faith Hindu, by occupation - Business residing at 157, R.N.Tagore Road, P.S- Dum Dum, Kolkata - 700077, West Bengal hereinafter referred to as the **"PROMOTER/ASSIGNOR"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART,**

For SYSTRON ELECTRONICS PVT. LTD.



DIRECTOR

AND

_____ (PAN-_____) a company incorporated under the provisions of the Companies Act, 1956 having Registered Office at _____, P.O. _____, P.S. _____, Kolkata - 700 0____, represented by its _____, hereinafter referred to as the **"ALLOTTEE/ASSIGNEE"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and permitted assigns) of the **SECOND PART**;

AND

WESTBENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (PAN:AAACW2411Q), a Government of West Bengal Undertaking having its registered office at Webel Bhavan, Block EP & GP, Sector V, Bidhannagar, Salt Lake, Kolkata 700 091, P.O. Sech Bhaban, P.S. Electronics Complex, hereinafter referred to as **"THE SUB-LESSOR"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **THIRD PART**.

WHEREAS:

- A. Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- a. **THE SAID LAND / PREMISES:** shall mean **ALL THAT** piece or parcel of land measuring 0.2965 acres in Plot No. J5 situate and lying in Block GP, Sector - V, Bidhannagar in District of North 24 Paraganas, Pin- 700 091, within Police Station - Electronics Complex, Sector - V, Bidhannagar, Sub-Registration Office Bidhannagar, Salt Lake, more fully described in Part - I of the First Schedule hereunder written.
 - b. **IT & ITES BUILDING/BUILDING PROJECT:** shall mean the IT & ITES building constructed in conformity with all building rules and laws at the said Land/Premises, with all utilities, equipments, installations and amenities for electronics, information technology and/or allied industries and/or end users more fully described in Part - II of the First Schedule hereunder written and known as "SYSTRON".
 - c. **DEED OF SUB-LEASE:** shall mean the Deed of Indenture dated 29th October, 1988 duly registered with the Registrar of Assurances, Calcutta, recorded in Book No. I, Volume No. 12204, Being No 7718 for the year 1988 (hereinafter referred to as the Deed of Sub-Lease), whereby "the Sub-Lessor" herein and therein has granted a Sub-Lease in favour of the said Systron Electronics Private Limited being the erstwhile "the Sub-Lessee" in respect of **ALL THAT** piece and parcel of land measuring 0.2965 acres more or less being Plot No. J5 at Block GP, Sector V, Salt Lake, Kolkata (Said Land/Premises).
 - d. **THE SAID UNIT:** shall mean the independent and exclusive Space in "SYSTRON" more fully and particularly mentioned and described in the Second Schedule hereunder written, together with proportionate undivided leasehold interest in the land appertaining thereto and also right to use the Common Areas and facilities in common with other co-Assignees and occupiers of the said IT & ITES Building.
 - e. **THE ASSIGNEE:** according to the context shall mean the Assignees who from time to time shall take Assignment of the 'Said Unit' in "SYSTRON".

- f. **COMMON AREAS:** shall mean those areas which are meant for common use and enjoyment of the all the Assignees and occupiers of "SYSTRON", more fully and particularly mentioned and described in Fourth Schedule hereunder written.
- g. **COMMON EXPENSES:** shall mean and include all kinds of expenses to be incurred for the management, maintenance, upkeep and administration of the Common Areas and Installations and rendition of common services in common to all Assignees and occupiers of "SYSTRON" and all other expenses for the common purposes to be contributed and shared by all Assignees and occupiers the details whereof are mentioned in the said Agreement For Facility and Maintenance.
- h. **COMMON PURPOSES:** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to all Assignees and occupiers of "SYSTRON", collection and disbursement of common expenses and dealing with all matters of common interest of all Assignees and occupiers.
- i. **PARKING SPACES:** shall mean the spaces of "SYSTRON" earmarked by the Assignor for parking of Road worthy motor cars.
- j. **PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE:** according to the context shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Unit in the IT & ITES Building and shall be the basis for calculation of CAM / other common expenses PROVIDED THAT the municipal taxes, as assessed shall be payable by the Sub-Lessee to the municipal authority. Provided that all meanings shall be as per law mutatis mutandis.
- k. **PLAN:** shall mean the plan for the time being sanctioned by Nabadiganta Industrial Township Authority being No. SWS/OBPAS/2127/2024/0013 dated 23.09.2024 for construction of "SYSTRON" said land/premises and shall include revisions and sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Assignor.
- l. Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.
- m. Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

B. DETAILS OF ACQIUSTION OF THE SAID LAND:

- a. By a virtue of a Deed of Lease (hereinafter referred to as the "Original Lease Deed") dated 19th January 1987 made between the Governor of the State of West Bengal therein referred to as the Lessor of the First Part and West Bengal Electronics Industry Development Corporation Limited (WEBEL), therein referred to as the Lessee (Principal Lessee) of the Other Part and registered with the office of the Registrar of Assurances, Calcutta on 21st February, 1987, Recorded in Book No. I Volume No. 56 Pages 266 to 277 Being No. 1856 for the year 1987, the Lessor therein demised unto and to the Lessee therein being the Sub-Lessor herein, ALL THAT piece and parcel of land measuring 87.555621

acres more or less in Block – EP & GP, Sector - V of Bidhannagar in the District of 24 Paraganas North (**Entire Land**) more fully mentioned in the Schedule thereunder written and the First Schedule hereunder for a term of 999 years and on the terms and conditions contained therein.

- b. Under the said Original Lease Deed, the Principal Lessee has been authorized to sub-divide and sub-let the Entire Land for the purpose of setting up of different units of Electronic Industry only.
 - c. The Principal Lessee at its own cost has developed the Entire Land demised under the Original Lease Deed by filling and leveling the land, constructing roads, sewerage systems making provision for power lines, water supply network and has at considerable cost made the said Entire Land suitable for setting up of electronic units (hereinafter referred to as the Electronic Complex).
 - d. By a Letter of Allotment dated 29th October, 1987, the Principal Lessee had agreed to grant sub lease to Systron Electronics Private Limited and the said Systron Electronics Private Limited agreed to accept a Sub Lease in respect of a plot comprised in the said Entire Land for a term of 90 years for the purpose and on the conditions mentioned therein.
 - e. The Principal Lessee by a virtue of a deed of Indenture dated 29th October, 1988 duly registered with the Registrar of Assurances, Calcutta, recorded in Book No. I, Volume No. 12204, Being No 7718 for the year 1988 (hereinafter referred to as the Deed of Sub-Lease), has granted Sub-Lease for a term of 90 years with option of successive renewal for another 2 (two) terms of 90 years each in favour of the said Systron Electronics Private Limited (hereinafter referred to as the erstwhile Assignor) in respect of ALL THAT piece and parcel of land measuring 0.2965 acres more or less being Plot No. J5 at Block GP, Sector V, Salt Lake, Kolkata (Said Land) and more fully described in the Schedule A here above for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Sub-Lease.
 - f. The said erstwhile Assignor after obtaining necessary permissions duly set up an electronics unit for the purpose of manufacturing of Blank VCR Cassette and monitor at the Said Land.
 - g. The said manufacturing unit at the Said Land was subsequently closed down and it was decided by the erstwhile Assignor to construct a B+G+11 storied IT Park at the Said Land.
- C. The Assignor thereafter applied for and obtained sanction of the Plan from the Nabadiganta Industrial Township Authority, vide sanction being No. SWS/OBPAS/2127/2024/0013 dated 23.09.2024 for construction of B+G+11 storied I.T. & ITES building for construction of the said Building at the Said Land/Premises and completed construction in accordance therewith. Pursuant to the sanction plan a building has to be constructed in the aforesaid premises for predominately IT & ITes uses which includes 20% of total constructed area for other commercial purpose.
- D. By virtue of an Agreement for Assignment dated....., being the Assignee herein has agreed to acquire on assignment ALL THAT Office Unit more fully and particularly more fully and particularly mentioned in the Schedule hereunder written for the unexpired residue of the terms of the Deed of Sub Lease dated 29th October, 1988, with option of successive renewal for another 2 (two) terms of 90 years each.

- E. The Assignor and the Assignee have also entered into an Agreement for Facility and Maintenance dated_____containing details of payments to be made by the Assignee for various common services and common expenses / maintenance charges to the Assignor in connection with the use and occupation of the said Unit.
- F. The Assignor herein has completed construction of the project "SYSTRON"and has obtained Completion Certificate from the Nabadiganta Industrial Township Authority being No._____dated _____.
- G. The West Bengal Electronics Industry Development Corporation Limited vide its letter / memo No._____ dated _____ has granted permission for Assignment of the said Unit. The completion certificate has also been received from the Municipal Authority.
- H. At or before the execution hereof:
- a. The Assignee has examined the said Original Lease, Deed of Sub-Lease and the and the Deed of Assignment and got itself/himself fully satisfied about the leasehold interest of the Assignor to the said Land/Premises and the said Unit and has accepted the same to be free from all encumbrances whatsoever;
 - b. The Assignee has also seen and inspected the said sanctioned Plan and has fully satisfied itself/himself about the validity and all other aspects thereof. The Assignee hereby consents and confirms that the Assignor shall be at liberty to have the said sanctioned plan modified and/or altered and/or varied;
 - c. The Assignee has satisfied itself/himself with regard to the total area comprised in the said Unit and, the purpose and nature and use of the said Unit and the said building and other parts thereof, and the limited right of user of the Common Areas and Installations;
 - d. The Assignee has satisfied itself/himself with regard to the workmanship and quality of construction of the said Unit and the Building and the fittings and fixtures provided therein, the structural stability of the Building and the various installations and facilities in or for the said Building for the common use and enjoyment;
- I. **NOW THIS INDENTURE WITNESSETH** that in consideration of payment for a total consideration amount paid by the Assignee more fully mentioned in Third Schedule hereunder written, to Assignor for assignment of the said Unit, the Assignor doth hereby grant, demise and assign unto and in favour of the Assignee ALL THAT the said Unit , more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH proportionate undivided indivisible leasehold interest in the land comprised in the said land/premises, attributable to the said Unit TOGETHER WITH right to use of the Common Areas and Installations in common with other Assignees and occupiers of the said I building as set out in the FOURTH SCHEDULE hereunder written, subject to user rights/restrictions mentioned herein TOGETHER WITH easements or quasi-easements and other stipulations as set out in the FIFTH SCHEDULE hereunder written TO HOLD the said Unit for the residual tenure of the lease stipulated in the Sub Lease Deed dated 24.03.1993, subject to renewal of two terms of 90 years each from the expiry of the initial term of the said Sub-Lease on terms and conditions more fully mention in the said Sub-Lease Deed dated 29.10.1988 subject to the

payment of the proportionate amount of Ground Rent payable per annum under the said Head Lease and various charges together with GST and other government levies payable, as applicable from time to time, SUBJECT NEVERTHELESS TO the Assignee's covenants and agreements hereunder contained and/or contained in the Agreement for Facility and Maintenance between the parties and/or on the part of the Assignee to be observed fulfilled and performed AND ALSO SUBJECT to the Assignee paying and discharging maintenance and facilities charges, municipal and other rates taxes and impositions on the said Unit wholly and the common expenses and other charges proportionately and all other outgoings in connection with the said Unit wholly and the said Premises EXCEPTING AND RESERVING unto the Assignor and the persons deriving interest from the Assignor. Such easements quasi-easements and rights and privileges as set out in the SIXTH SCHEDULE hereunder written. Provided that neither assignor nor the assignee shall have any right to make the government liable in any way arising out of agreements between them whatever that may be.

II. THE ASSIGNOR DOTH HEREBY COVENANT WITH THE ASSIGNEE as follows:

- a. The Assignee paying the rent and other amounts hereby made payable and observing and performing the covenants and conditions herein contained and on the part of the Assignee to be paid observed fulfilled and performed, the Assignee shall peaceably and quietly hold use possess and enjoy the said Unit.
- b. The Assignor shall observe the terms conditions and covenants applicable to the said Unit under Deed of Sub-Lease and shall not do any act deed or thing whereby or by reason whereof the said Deed of Sub-Lease may in any manner be endangered or cancelled or be terminated at any time before the expiry of the term reserved by the said Lease and not to surrender its rights thereunder to the extent the same relates to the said Unit.
- c. The Sub Lease is a good valid and effectual Lease and the Assignor has not done any act deed or thing whereby the Lease is liable to be terminated or forfeited or is prejudicially affected.
- d. The Assignor hereby agrees and covenants with the Assignee that the Assignor unless prevented by fire or some other irresistible force or some other inevitable accident shall and will from time to time and at all-time hereafter upon every reasonable request in writing and at the cost of the Assignee or the Assignee's successors and assigns or any person lawfully or equitably claiming through under or in trust for the Assignee produce or cause to be produced to the Assignee or the Assignee's authorized representatives or agents or attorneys the deeds and documents of the said Land/Premises.

III. THE ASSIGNEE DOTH HEREBY COVENANT WITH THE ASSIGNOR AS FOLLOWS:

1. To pay and discharge all kinds of present taxes including GST and/or future taxes, duties, fees, charges, impositions, liabilities and outgoings whatsoever whether to be imposed or levied by Central/ State Government or any other authority or authorities as

the case may be which may at any time during the term of this Assignment be charged or levied or assessed or imposed payable in respect of premium, rent and other charges and/or applicable to the owner or occupier or the said I.T. building provided however it is agreed and recorded that any GST levied on the premium amount shall be paid and discharged by the Assignee herein and the Assignee hereby agree to indemnify and keep indemnified the Assignor against all costs, charges and expenses arising in respect thereof.

2. The Assignee so as to bind itself to the Assignor and the other Assignees and occupiers of the said IT & ITES Building and every part thereof hereby covenants with the Assignor and with all other Assignees and occupiers that the Assignee and all other persons deriving interest under it will at all times hereafter shall observe and perform the terms conditions covenants restrictions set-forth herein and also in the "said Agreement" and the said Agreement for Facility and Maintenance.
3. The Assignee shall not be entitled to raise any dispute now or hereafter against or claim any amount from the Assignor on account of any bad workmanship or inferior quality of materials of fittings or fixtures used in the said Unit or in the said IT & ITES Building nor on account of any constructional defect in the said Unit or in the IT & ITES Building.
4. The Assignee has at or before the execution hereof, deposited and shall keep deposited with the Assignor, amounts as enumerated in the Agreement for Facility and Maintenance and treated and dealt with in the manner prescribed therein.
5. It is further expressly agreed and made clear that manner of use and/or retention of the said Deposit Amount, related to the Facility and Maintenance account, including the sinking fund, made by the Assignee are more fully set out in the Agreement for Facility & Maintenance.
6. The enjoyment of the said Unit by the Assignee shall be consistent with the rights and interest of all the Assignees and occupiers in using and enjoying the said Unit and the Common Areas and Installations, the Assignee binds itself and covenants to observe fulfill and perform the terms conditions and covenants herein mentioned and also mentioned in "the said Agreement for Assignment" between the parties, and also those mentioned in the Agreement for Facility and Maintenance, which is co-extensive and co-terminus with "the said Agreement for Assignment" between the parties and similarly co-extensive and co-terminus with this Deed of Assignment.
7. The Assignees are aware that Assignor is entitled to give extra facilities, infrastructure, right to certain type of units as may be required considering their nature of business such as F&B retail etc. and the Allottees shall not raise any objection for the same. The Allottees also aware that there are certain Units having exclusive open terrace attached to the said Units and the said exclusive terrace should not be treated as part of common areas.

8. The Assignee shall and hereby undertakes to abide by all terms and conditions, stipulations, restrictions, covenants and agreements of whatsoever nature as enumerated hereunder:
- a. to co-operate with the Maintenance In-charge in the management and maintenance of the Project / said Premises and the common purposes in accordance with the scheme herein envisaged;
 - b. to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Project / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Assignee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person;
 - c. to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - d. to observe and perform all the terms, covenants and conditions contained in the Sub Lease Deed dated 29th October 1988 as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein;
 - e. the Assignee shall use the said Unit for IT and ITES purposes/purpose only or for the purpose for which the same is sanctioned in a decent and respectable manner and for no other purposes (including residential) whatsoever. It being expressly clarified that such restriction on the Assignee shall not in any way restrict the right of the Promoter to use or permit to be used any other office / shop / showroom / commercial space / non-residential space for other purposes save and except residential purposes;
 - f. to install firefighting and sensing system gadgets and equipment, if any, in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - g. to carry out all fit-out works in the said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Assignees;
 - h. to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars in any available parking slot on the allotted level of parking, as applicable;

- i. not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Assignees;
- j. to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- k. to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Building free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises;
- l. not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units;
- m. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Assignee shall open out any additional window or any other apparatus protruding outside the exterior of his unit;
- n. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Project / said Premises or may cause any increase in the premia payable in respect thereof;
- o. not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;
- p. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- q. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Project;
- r. to keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Assignees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise;

- s. In the event any Assignee has been allotted any right of parking motor car within the said Premises, then such Assignee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- i. The Assignee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
 - ii. The Assignee shall not be entitled to sub-lease transfer or assign such parking space or his/her/their/its right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/their/its Unit, to any person;
 - iii. The Assignee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - iv. The Assignee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted Parking Space;
 - v. The Assignee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project and the said Premises;
 - vi. The Assignee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Sub-Lessor and the Maintenance In-charge with regard thereto.
 - t. not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Assignees;
 - u. not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
 - v. not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Assignees in a lawful manner.

- w. to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to use and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Sub-Lessor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- x. maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, WBSUEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the use and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Assignees as the case may be without holding the Promoter or the Sub-Lessor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Sub-Lessor and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Assignees.
- y. to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- z. not to fix or install air conditioners in their respective units / units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Assignee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Assignee shall be liable to forthwith remove the air conditioner/s at their own costs. Further, before installation, the Assignees shall also get the layout plan of the air conditioner/s to be installed in their respective units / units approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective units / units.

- aa. not to close or permit the closing of lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls or the fences of external doors and windows including grills of the units / units which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the Building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the Building / Project and if so done by any Assignee, such Assignee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned unit to its original state and condition, for and on behalf of and as the agent of such Assignee.
- bb. not to make in the unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Assignee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Assignee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Sub-Lessor and/or other Assignees and shall fully indemnify them and each of them.
- cc. to bear and pay and discharge exclusively the following expenses and outgoings with effect from the / Date of Completion Certificate:
 - i. municipal and other rates and taxes, commercial surcharge (if applicable) and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units directly to the authorities concerned Provided That so long as their respective units / units are not assessed separately for the purpose of such rates and taxes, each Assignee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii. proportionate Lease Rent payable to WEBEL.
 - iii. electricity charges for electricity consumed in or relating to their respective Units as per the consumption recorded in the sub-meter/prepaid meter provided by the Promoter/Facility Management to be calculated as per the charges payable to WBSEDCL i.e. Unit consumption charges along with applicable Demand Load Charges, Duty/Cees, 5% Transmission Loss and taxes as applicable.
 - iv. proportionate share of all Common Expenses and other charges in terms of the Facility Management Agreement executed with the Facility Management Company.

- v. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Assignees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL from its consumers for the delay payment of its bills).
 - vi. Water Charges for the water consumed in their respective units.
 - vii. Proportionate WBSEDCL Security Deposit as per Built-up Area of the Unit.
 - dd. to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
9. The Assignee shall regularly and punctually pay to the Facility Management Company , with effect from the Date of notice of possession the amounts expenses and outgoings mentioned in the Agreement for Facility and Maintenance as also the following amounts expenses and outgoings:
- a. Municipal rates and taxes, commercial and other surcharges and water tax, water connection and water consumption charges, assessed or enhanced in respect of the said Unit directly to the Municipality / authorities.
 - b. All other taxes impositions levies surcharges cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of any Unit or the Building or the said Premises as a whole and whether demanded from or payable by the Assignee or the Assignor and the same shall be paid by the Assignee wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said Premises as a whole.
 - c. The Assignee shall pay all electricity charges for Air-Conditioning as well as its share of Service and Maintenance Charges together with service tax and other taxes as applicable in respect of the said Unit and the common areas of the said IT & ITES Building as well as a management fee to the Assignor, details of which are more fully set out in the Agreement for Facility and Maintenance;
 - d. And further pay all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Assignee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
 - e. The Assignee shall within 6 (six) months, from the date hereof apply for and obtain at its own cost separate assessment and mutation of the said Unit in the records of concerned authorities, if permissible.

10. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 10th day of the month for which the same shall be due in case of monthly payments and/or payments herein mentioned shall be made to the Assignor within 7 days from the date of receipt of the demand made by the Assignor. The bills and demands for the amounts payable by the Assignee shall be deemed to have been served upon the Assignee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
11. In the event of the Assignee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Assignee under these presents and/or in the Agreement for Facility and Maintenance and/or in observing and performing the covenants terms and conditions in the Agreement for Assignment and as provided herein, then without prejudice to the other remedies available against the Assignee hereunder, the Assignee shall be liable to pay to the Assignor interest at the rate of 1.5% per month on all the amounts in arrears and without prejudice to the aforesaid, the Assignor shall be entitled to:
 - a. disconnect the supply of electricity and/or water to the said Unit after 7 (seven) days' notice to the Assignee; Provided that laws relating to supply of electricity shall always be adhered to.
 - b. withhold and stop all other utilities and facilities (including air conditioning, lift, generator etc.) to the Assignee and his employees visitors, and/or the said Unit;
 - c. right to demand and/or directly realise rent and/or other amounts becoming payable to the Assignee by any of its tenant, under lessee or licensee or as the case may be in respect of the said Unit provided however this shall not preclude the Assignee from the payment of any liabilities in respect of the said Unit.
12. The Assignee shall and hereby undertakes to abide by all the terms and conditions, stipulations, restrictions, covenants and agreements of whatsoever nature as stated herein and if there is a breach thereof, the Assignment shall liable to be terminated and/or determined.

IV. THE ASSIGNOR DOTH HEREBY COVENANT WITH THE ASSIGNEE AS FOLLOWS:-

- a. The Assignor is seized and possessed of and otherwise well and sufficiently entitled to as a beneficial Sub Lessee of the said land/premises under the said Deed of Sub-Lease which is valid and effectual and that the Assignor has full power and absolute authority to grant the Assignment of the said Unit more fully and particularly described in the Second Schedule hereunder written;
- b. The Assignee subject to paying the various charges of whatsoever nature at the times and in the manner as aforesaid to the Assignor and performing and observing the stipulations, restrictions, covenants, terms and conditions on its part herein contained, shall and may peaceably and quietly hold, possess and enjoy the said Unit and every part thereof during the term hereby created without any lawful interruption disturbance by the Assignor;-

- c. The Assignor shall be responsible to insure common areas together with amenities and facilities of the building which excludes the area of said Unit against damage caused by fire, lightning, explosion of aircraft or other aerial device or articles falling from them, riot, civil commotion, malicious persons acts of terrorism, earthquake, storm, tempest, flood, subsidence, burst pipes and any other risks as the Assignor may determine at its absolute discretion provided that such obligation to insure against such risks is available from a reputable insurance company provided further that the Assignee shall be responsible for payment of premium attributable to Assignee's share forthwith on demand to the Assignor and the Assignee's share for the premium shall be determined by the Assignor whose decision shall be final and binding on the parties thereto;
- d. That if the various charges of whatsoever nature hereby reserved as well as facilities and maintenance charges under the Agreement for Facility and Maintenance or any part thereof shall be in arrears for a period of more than 2 (two) months after the due date appointed for the payment thereof or in case of any breach in performance and observance of any of the stipulations, covenants, terms and conditions herein contained as well as in the Agreement for Facility and Maintenance Charges and on the part of the Assignee to be observed and performed or if such charges be not paid and breaches are not remedied within thirty days time as may be specified in the notice in writing to be sent by Registered Post with A/D to the office of the Assignee or at the said Unit and also at Registered Office, in that event the Assignor shall be entitled to determine and terminate the Assignment and shall be entitled to enter upon and take possession of the said Unit without prejudice to the other rights of the Assignor to suspend and terminate all the services including disconnection of electricity supply and recover damages suffered by them.
- e. The Assignor shall manage and maintain the said IT & ITES Building and the said Premises and in particular the common areas and installations and/or may engage or appoint a Facility Management Company to carry out the same on their behalf. It is expressly agreed that the Assignor shall during the subsistence of this Assignment make every effort and endeavor to ensure regular and uninterrupted availability of the facilities and services of all the Common Installations in the said Premises, despite the ownership thereof being vested in the Assignor, and the Assignee shall be entitled to common user and enjoyment thereof. The Assignee agrees and covenants to be bound and to observe fulfill and perform all rules and regulations as be framed and/or made applicable by the Assignor / Management Company from time to time for the maintenance and management of the said IT & ITES Building and the said Premises, in particular the common areas and installations. The Assignee also agrees and covenants to regularly and punctually pay to the Assignor, or such person or agency as shall be so nominated, appointed and/or authorised by the Assignor, the maintenance charges and other amounts payable by in respect of the said Unit.
- f. The Assignor shall at its sole discretion be at liberty to appoint a Facility Management Company for the maintenance and management of the said IT & ITES Building and the said Premises, in particular the common areas and installations and on such terms and conditions as the Assignor may deem fit and proper.

- g. It is agreed and recorded that the Assignor and/or the Facility Management Company engaged by it, shall not be liable for failure, delay and interruption in for rendering any of the aforesaid services and maintenance in the said Unit and in the common areas caused by industrial disputes, shortage of supplies, mechanical and electrical failure or breakdown, adverse weather condition or other causes beyond the control of the Assignor and it is further agreed and recorded that the Assignor shall be entitled to suspend any of the abovementioned services while works of repairing, alteration or installation are being carried out. It is however agreed that the Assignor, shall make every effort and endeavour that the same is put right and or restored at the earliest.

V. THE ASSIGNEE HEREBY FURTHER COVENANT WITH THE ASSIGNOR AS FOLLOWS:-

- a. The Assignee hereby agrees that in case of expiry of the term of this Assignment or sooner determination thereof the Assignee shall not be entitled to hold possession of the said Unit and shall quietly yield up possession of the said Unit to the Sub-Lessor and the Sub-Lessor shall not allow to the Assignee to retain possession of the said Unit. If the Assignee shall be desirous of determination of this Assignment at any time during the term of this Assignment it shall issue to the Assignor six calendar months' notice and the notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address mentioned hereinabove.
- b. In the event of the said Unit or any part thereof being materially damaged or destroyed by earthquake, tempest, fire or other acts of God or any irresistible force, riot, civil commotion, explosion, malicious damage such as acts of terrorism, impact by aircraft and articles dropped from aircraft and such other risks so as to render the Unit or any part thereof substantially and permanently unfit for the purpose for which it has been Assigned this Assignment shall stand determined unless the Assignee makes the payment of all costs charges and expenses for the reinstatement of the said Unit to the Assignor provided however for any reasons whatsoever if in the opinion of the Assignor, the said Unit together with remaining area of the said IT & ITES Project is not capable of reinstatement in that event the Assignee shall be entitled to appropriate its insurance claim receivable from its Insurer and this Assignment shall stand determined. Provided that any destruction of the object standing on the plot by fire etc. legal consequences as mentioned in clause IV under heading 'the assignor doth hereby covenant with the assignee' shall ensue.
- c. Each of the Assignee's covenant shall remain in full force both at law and in equity notwithstanding that the Assignor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently revocable or irrevocable similar covenant or covenants affecting any other parts of the said building ;
- d. Only rights granted to the Assignee shall be those expressly set out in this Deed of Assignment and such further ancillary rights that arise under the general law or by any necessary implication and the Assignee shall not by virtue of this Assignment be deemed to have acquired or entitled to and the Assignee shall not during the term acquire or become entitled to by any means whatsoever to any easements from or over or affecting any other land or Demised plot;

- e. The Assignor shall not be responsible to the Assignee or to any one at the said Unit expressly or by implication with the Assignee for any accident happening or injury burglary, theft, dacoity suffered or for any damage to or loss of any kind sustained in the said Unit and/or building ;
- f. If the said Unit or any part thereof is requisitioned and/or acquired by Central and/or the State Government or any other authorities then this Assignment shall stand determined. In such an event any compensation receivable arising out of the said requisition or acquisition shall belong to the Assignor provided however, the Assignor shall give proportionate compensation of the area of the Unit occupied by the Assignee after receipt of the said compensation by the Assignor ;
- g. Any notice required to be served hereunder shall be sufficiently served on the Assignor and the Assignee if delivered to the Assignor and the Assignee or forwarded to the Assignor or the Assignee by registered post or recorded delivery or sent by fax, e-mail to the above addresses of the Assignor and the Assignee respectively. The notice sent in any manner stated hereinabove shall be deemed to be given at the time when it ought in usual due course delivered at the address to which it is sent.
- h. Any matter which this Assignment requires to be decided by Arbitration is to be referred to a single Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 if the same is not settled amicably. Provided that any appointment of Arbitrator must be informed to the government immediately and government shall have right to make any reference to that arbitrator arising out of public interest.
- i. None of the parties shall have any right to do anything that may cause fouling of air, water etc. or anything that may affect health of general public or any other animal/creature and all requirements of environmental laws must be complied with and government shall have right to issue necessary instruction by way of direction or prohibition arising out of public interest and the same must be complied with without raising any question.
- j. Since the main document is the principal lease-deed as referred earlier, there shall not be any deviation from complying with the terms and conditions mentioned in that deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

**Part – I
(Said Land/Premises)**

ALL THAT piece or parcel of land measuring 0.2965 acres in Plot No. J5 situate and lying in Block GP, Sector – V, Bidhannagar in District of North 24 Paraganas, Pin- 700 091, within Police Station - Electronics Complex, Sector - V, Bidhannagar, Sub-Registration Office Bidhannagar, Salt Lake and butted and bounded as follows:—

On the North	:	15 meters wide road;
On the South	:	Plot No J6;
On the East	:	Plot No J4;
On the West	:	15 meters wide road;

Part – II
(IT & ITES BUILDING/BUILDING PROJECT)

All That the said Building constructed at the said Land/Premises, comprising of B+G+11 upper floors comprising of Office Units, Commercial Units, car parking spaces and other constructed areas.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Said Unit)

ALL THAT the IT/ITES Space bearing No. _____ on the _____ floor, measuring _____ Square Feet Built-up Area and corresponding Carpet Area of _____ Square Feet with right of enjoyment in the Common Areas and Installations comprised in the Building Merlin 'The Summit' at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".
With right to park _____ medium sized motor car/s in the available car parking space of the _____ floor.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Consideration for Assignment)

The Assignee on or before execution of these presents has paid the agreed full consideration amount of Rs. _____/- (Rupees _____ only), the receipt whereof the Assignor hereby doth acknowledges.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Areas)

(COMMON AREAS, AMENITIES & FACILITIES)
(As designed and proposed by Consultants)

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Electrical Meter rooms
6. Overhead Water Tank
7. Underground Water Reservoir
8. Stair Head Room
9. Lift Machine Rooms
10. Lifts
11. Electrical installations
12. DG Generator sets and control panels for optimum Power Backup for common area as well as Unit
13. Treated Water supply from Local Authority
14. Surveillance facility with CCTV on floor common areas
15. Firefighting system
16. Evacuation points and refuge platforms for occupants' safety
17. The "Said Land"
18. Solar Power provision as per Norms

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Easements)**

1. The Assignee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto Excepting And Reserving unto the Assignor and the other occupiers of the said IT & ITES Building the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly setforth in the FIFTH SCHEDULE hereto.
2. The right of access and way in common with the Assignor and the other occupiers of the said IT & ITES Building at all times and for all normal purposes connected with the use and enjoyment of the common areas installations and facilities.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Assignee or any person deriving title under him or his servants agents invitees etc., to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons, including the Assignor and the other occupiers of the said IT & ITES Building entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the IT & ITES Building in which the same is situate so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Assignee with or without workmen and necessary materials to enter from time to time upon the other parts of the IT & ITES Building for the purpose of repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of repairing,
replacing or cleaning any part or parts of the IT & ITES Building and the Common Areas and Installations insofar as such repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours previous notice in writing of his intention so to enter to the Assignor and/or the other occupiers of the said IT & ITES Building affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Easements excepted out of the Assignment and reserved for the Assignor and the other occupiers of the said IT & ITES Building)

The under mentioned rights easements quasi easements and privileges appertaining to the Premises shall be accepted and reserved for the Assignor and the other occupiers of the said IT & ITES Building:

1. The right of access and way in common with the Assignee and/or other person or persons entitled to the other part or parts of the IT & ITES Building and the said Premises at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Assignee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the IT & ITES Building through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the premises as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the IT & ITES Building.
3. The right of protection of other part or parts of the IT & ITES Building by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Assignee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the IT & ITES Building.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Assignor and the other occupiers of the said IT & ITES Building shall give to the Assignee a prior forty eight hours written notice of its or their intention for such entry as aforesaid.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

EXECUTED AND DELIVERED by the
ASSIGNOR at Kolkata in the presence
of:

EXECUTED AND DELIVERED by the
ASSIGNEE at Kolkata in the presence
of:

EXECUTED AND DELIVERED by the
SUB-LESSOR at Kolkata in the
presence of:

For SYSTRON ELECTRONICS PVT. LTD.



DIRECTOR