

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made at Burdwan
on this ____th Day of _____, Two Thousand and Twenty Five (2025)

KEDHA MERCANTILE PVT. LTD.

A. K. Sharma
Authorised Signatory

1 | Page

-:BETWEEN:-

“PODDAR PROJECTS LIMITED” (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; *represented by its Authorized Signatory cum Authorized Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, previously residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051 presently residing at 91/2 C, Bosepukur Road, Near Bosepukur Masjid, Kasba, Kolkata 700042; PAN. AKIPG9676Q,* hereafter called the **"Transferor"** cum **"Assignor"** (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns) of the **FIRST PART.**

-:AND:-

“KEDHA MERCANTILE PRIVATE LTD. (PAN: AACCK2147H), a company (within the meaning of the Companies Act, 1956 and an existing Company within the meaning of the Companies Act, 2013 and having its registered Office at _____, _____, Police Station - _____, _____ - _____; *represented by its Authorized Signatory cum Authorized Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, previously residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051 presently residing at 91/2 C, Bosepukur Road, Near Bosepukur Masjid, Kasba, Kolkata 700042; PAN. AKIPG9676Q,* hereafter called the **"Developer"** cum **"Confirming Party"** (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns) of the **SECOND PART;**

-:AND:-

Mr. _____, S/o. _____, faith _____, Indian National, Occupation: _____ and residing at _____, _____, _____, _____, _____, _____ and having **PAN:** _____; and

Mrs. _____, W/o. _____, faith _____, Indian National, Occupation: _____ and residing at _____, _____, _____, _____, _____, _____ and having **PAN:** _____; hereafter called the **"Transferee"** cum **"Assignee"** (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns in case of company; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, assigns, nominee or nominees in case of individual; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns in case of partnership firm; and in case of an HUF, member or members for the time being of the said

Hindu Undivided Family and their respective heirs, executors, legal representatives and assigns) of the **THIRD PART**.

W H E R E A S:

- A.** The Burdwan Development Authority, a Statutory Authority formed under the West Bengal Town and Country (Planning and Development) Act, 1979 having its office at Unnayan Bhaban, 5th Floor, Administrative Building, Burdwan-713 101, hereafter referred to as "**BDA**", had decided to promote a project for construction and development of a Mini Township at the plot of land measuring about 84.70 Acres near Burdwan town bordered more fully described in the **FIRST SCHEDULE** hereunder written and hereafter referred to as the "**Project Land**", in consonance with the Land Use & Development Control Plan of BDA, hereafter called the "**LUDCP**".
- B.** The Burdwan Development Authority had named the project to be called '**MINI-TOWNSHIP**' (**UPANTIKA**) aims to arrest tendencies of unplanned and mushrooming growth in the neighborhood of Burdwan Town and provides a residential area in the planned and environment friendly ambience with all modern amenities for meeting up the growing demand of developed plots and constructed apartments in the area through Public Private Partnership Project (PPP).
- C.** The Burdwan Development Authority (BDA) entered into a MoA dated 8th March 2006 made by and between the Burdwan Development Authority and Poddar Projects Limited (PPL), whereby the said BDA granted right to PPL for the purpose of development of projects on the terms and conditions as mentioned in the MoA. In consonance with its financial bid for the project, the Company paid total requisite amount for the land measuring 76.36 acres in the Master Plan and agreed to provide 2.00 acres (120 kathas) of Developed land (Specified and demarcated) free of cost for rehabilitation of the displaced persons in the project and/or undertaking such others activities as may be considered expedient. BDA has agreed to register 39.0681 acres of land against agreed premium which has been paid by the PPL to BDA in the first phase.
- D.** The Burdwan Development Authority, by means of MoA accepted the Company i.e. Poddar Projects Limited (hereinafter **Transferor/Assignor**) as its private partner/developer/agent for construction and operation of the Mini Township on the terms and condition contained therein and BDA, with a view to execute the project, handed over "the project land to the **Transferor/Assignor** on 6th April, 2006 for setting up the MINI-Township over an area of land measuring 76.36 acres instead of 84.70 acres at Mouza - Kamnara and Mirzapur, which was acquired by the Authority under the relevant provisions of I Land Acquisition Act, 1894 and Notification under Section 4 of the aforesaid Act had already been published in the Calcutta Gazette with approval of the Government of West Bengal. The land is more fully described in the First Schedule hereto and hereafter called the "Project Land". The process for acquisition has been completed and award has been made.

- E.** WHEREAS under the MOA, the PPL (herein **Transferor/Assignor**) is, inter alia, obliged to
- i) Bear and pay the entire costs of construction and implementation of the Mini-Township:
 - ii) Develop the Project Land in accordance with the technical concept approved by BDA and without any deviation from the concept unless otherwise approved by BDA in writing.
 - iii) Prepare all designs and drawings of the Mini-Township in consultation with and concurrence of BDA and in accordance with the relevant provisions of LUDCP of BDA.
 - iv) Develop its infrastructural facilities:
- F.** The MoA stipulated that the **Transferor/Assignor** shall conceptualize and design the Mini-Township and complete its execution within 4 (Four) years from the date of receipt of all relevant clearance and permission from the concerned authorities subject to force majeure and for reasons accepted by BDA to be beyond the control of the PPL and PPL had wanted to execute the Mini-Township Project and applied to BDA for the necessary permission whereupon BDA has issued the NOC.
- G.** By a Lease dated 18th June, 2019 registered with the Additional District Sub-Registrar, Burdwan in Book No. I, Volume No. 0203-2019, Pages 106193 to 106223, being No. 04614 for the year 2019, hereafter referred to as the "**Head Lease**", BDA had granted a lease of the Project Land to the Transferor on, inter-alia, the following terms:
- i) The initial term of the Head Lease will be of 99 (ninety-nine) years, with the option, of renewal of such lease for the like period on the same terms and conditions and the term of assignment of Lease-hold interest/allotment by the lessee shall be for an initial period of 30 years for non-residential and 99 years or unexpired period of lease, whichever is earlier for residential use from the date of possession and subject to an option for renewal for two or more successive terms after completion of the initial terms of 30 years and unexpired period of lease respectively;
 - ii) The Transferor was given the full right and liberty at its own costs and expenses to, inter alia, erect, build, complete or caused to be constructed, erected, built and completed buildings/structures and infrastructure like roads etc for the Mini-Township subject to approval of BDA.
 - iii) The annual rent for the Head Lease was Rs. 7,85,771/- (Rupees Seven Lakhs Eighty Five Thousand Seven Hundred and Seventy One only) payable in advance;
 - iv) The annual rent per square Meter of the Project Land area is to be revised upwards after every 5 years from the date of the Head Lease by a nominal amount not exceeding 10% of the then existing rent. The Transferor shall use the Project Land for running and operating the Mini Township as envisaged in the Acceptance of Expression of Interest (EOI) floated by BDA

being BDA Memo No: 305/BDA dated 10th October, 2004 of BDA and not otherwise;

- v) The Transferor is to pay directly to the Panchayet Authorities and all other statutory authorities all rates and taxes payable in respect of the Project Land and the buildings/ structures constructed thereon as also pay all other duties, taxes and outgoings that are payable in respect of the Mini Township irrespective of whether payable by the Transferor or BDA;
- vi) The Transferor is to make all constructions required for the Mini Township at its own costs and expenses subject to the consent of BDA and all the required approvals/vetting from the authorities concerned and also upon getting the building plan sanctioned by BDA and/or Panchayet Authorities;
- vii) The Transferor at all times shall provide the right of general use of the roads and other infrastructure facilities constructed on the Project Land to all the segments, components, entities and persons in the Mini Township as a "common infrastructure for all";
- viii) Unless the Head Lease is renewed, upon its expiry the Transferor is to peacefully surrender the Project Land to BDA together with all constructions, erections, installations, fixtures, facilities, installations and fittings made on the Project Land;
- ix) Upon such surrender, a valuer of international eminence and standard shall be appointed through mutual consultations between BDA and the Transferor for valuation of all the concerned buildings, structures, facilities and/or infrastructure of the Mini Township, attached to the Project Land, and the valuation so made by such valuer will be accepted by both BDA and the Transferor and thereupon all rights in any construction, additions, alterations or improvements, whether movable or immovable, of permanent or temporary nature, and all new buildings and/or structures, facilities and installations raised by the Transferor on the Project Land shall vest in their entirety with BDA subject to the payment of cost of the infrastructure etc. to the Transferor by BDA on the basis of valuation as aforesaid;
- x) The Transferor shall be entitled to assign, sub-lease or sub-let the Project Land or any part thereof or any portion of the constructed space thereon for any purpose and in cases of assignments, the assignees shall become direct lessees of BDA and liable to comply with all the obligations and entitled to all the rights of the Transferor under the Head Lease;

H. The Head Lease records that prior to grant thereof, the Transferor has been authorized and empowered by BDA to enter into lease agreements and/or general terms and conditions with the intending transferees in respect of various properties within the Mini Township and the Transferor has done so upon the intending transferees agreeing to pay a lump sum payment, the rates of which were decided in consultation with BDA, and that in addition to the amounts payable to the Transferor, such intending transferees will also pay a nominal annual lease rent to BDA which will not exceed Rs. 2.00 per sq.ft. per year of built up space of the leasehold property in cases of non-residential and

@ Rs. 1 per sq. ft. per year as leasehold land for residential use from the elate of delivery of possession. The lease rent is to be paid by the prospective-transferees on or before 31st December of each calendar year. The Prospective-transferees has to pay the annual lease rent directly at the office of B.D.A and obtain receipt thereof. The Service Charges payable for renewal of assignment of lease after expiry of 30 years and 99 years or unexpired period of lease, as may be applicable, will be @ 1.0% and 0.5% of the market value (as may be assessed by the LA. Collector, Burdwan) of the leasehold property at the time of the renewal in cases of non-residential and residential purpose respectively and the transfer charge which will be assessed and computed by BDA only payable to the BDA by the intending transferor during subsequent transfer after this Deed, will be paid by the present Third Part or future assignees before such subsequent transfers.

- I. The Transferor had taken possession of the Project Land and commenced development of the Mini Township by the name of 'Upantika' by leveling the Project Land, making internal roads, dividing the Project Land into various sections, hereafter referred to as the "**Zones**", having plots of various sizes and descriptions in various blocks, both residential and commercial, having separate distinctive numbers and also identifying, earmarking, dividing and developing the areas for constructing singly occupiable buildings, hereafter referred to as the "Bungalows", multi-storied buildings, hereafter called "**Blocks**", comprising of separately occupiable and exclusively enjoyable spaces for residential purpose, hereafter called the "**Apartments**", together with common areas, amenities and facilities appurtenant thereto and also providing the different Zones with infrastructural facilities and services. Besides the above, the Transferor has also earmarked certain areas to be developed into Zones where plots of lands, hereafter called the "**Developable Plots**", where the intending transferees would construct at its own costs and expenses subject to the LUDCP.
- J. The Transferor has thereafter divided the Developable Zone in Parts and in order to smooth operation and construction the Transferor appointed it's preferential "**Developer cum Confirming Party**" to Develop such specific Developable Zone and for such the Transferor executed and registered a Development Agreement with the "**Developer cum Confirming Party**" hereinbefore written by virtue of a Registered Development Agreement being Deed No. _____ for the year _____, registered at ARA-III, Kolkata, incorporated in Book No. I, Volume No. 1903-2022, Page from _____ to _____ and such **Developable Zone** has been earmarked one such Zone to comprise of several Blocks and named it "**Project Zone**" which is divided into multiple "**Apartment Zone**" as per the location of the Apartment Buildings, hereafter referred to as the "**Said Zone**", more fully described in the **SECOND SCHEDULE** hereunder written.
- K. The Transferee had applied for provisional allotment of one Apartment, hereafter referred to as the "**Said Apartment**", in one of the Block being Block

No. _____ of the said zone the plinth whereof together with _____ Parking Space, hereafter referred to as the "**Said Parking Space/s**", in the Said Zone, *together with* such rights, amenities and facilities appurtenant thereto but subject to certain restrictions and bindings all of which are more fully described in the **PART-I** of the **EIGHTH SCHEDULE** hereunder written and all of which are hereafter collectively referred to as the "**Said Property**".

- L.** By its Document dated ____-____-_____ addressed to the Transferee, hereafter referred to as the "**Allotment Documentation cum Agreement for Assignment**", the Transferor and Developer had agreed to provisionally allot to the Transferee, the Said Property, inter alia, on the terms and conditions contained in the Allotment Documentation cum Agreement for Assignment.
- M.** The Transferee had accepted the allotment and agreed to make payments of all amounts as specified in the Allotment Documentation cum Agreement for Assignment, hereafter referred to as the "**Total Payment**", and in the manner indicated therein and to observe and fulfill all the stipulations mentioned therein.
- N.** The Transferor and Developer completed construction of the Said Property and the Said Block in accordance with the NoC of plans as approved by BDA and sanctioned by all the concerned authorities and also completed the works at the Said Zone and such parts of the Project Land leading to the Said Zone.
- O.** By its letter dated ____-____-_____ addressed to the Transferee, hereafter referred to as the "**Possession Letter**", the Transferor and Developer had called upon the Transferee to accept and receive possession of the Said Property upon making payment of the balance of the Total Payment as mentioned in the Possession Letter.
- P.** The Transferee paid the amounts mentioned in the Possession Letter and the Transferor delivered possession of the Said Property to the Transferee.
- Q.** This deed is now being executed to Assign the Said Property unto the Transferee and assign unto the Transferee the leasehold interest attributable to the Said Property, the area whereof is mentioned in **Part-II** of the **EIGHTH SCHEDULE**, hereafter referred to as the "**Appurtenant Land**".

NOW THIS INDENTURE WITNESSETH:

- I. TRANSFER:** In consideration of the amount mentioned in the **THIRD SCHEDULE** hereunder written, which has been confirmed by Chief Executive Officer, Burdwan Development Authority vide his Memo No. ____/____/BDA dated ____/____/_____ in connection to Order No. 1348 F.T. dated 5th August, 2015 of Government of West Bengal, Finance Department, the entirety whereof has been paid by the Transferee to the Transferor and Developer at or before execution hereof, the receipt whereof the Transferor do hereby and by the Memo of Consideration hereunder written admit, acknowledge and confirm, and by virtue of the powers conferred under the Head Lease, the Transferor and Developer doth hereby absolutely and forever **ASSIGN** unto the Transferee, which the Transferee doth hereby accept, ALL THAT the "**Said Property**" more particularly described in **PART-I** of the

EIGHTH SCHEDULE hereunder written and **ASSIGNS** unto the Transferee, which the Transferee hereby accepts, ALL THAT the "**Appurtenant Land**", out of the Project Land, more particularly described in **Part-II** of the **EIGHTH SCHEDULE** hereunder written to **HAVE AND HOLD** both the Said Property and the Apartment Land for the residue period of the Head Lease as also its renewals, if any, with the entitlement of renewals as contained in the Head Lease, yielding and paying during the term of this Assignment, the rent as mentioned in the **FOURTH SCHEDULE** hereunder written and hereafter called the "**Said Rent**", to be revised upwards every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind **TOGETHER WITH** the right to use and enjoy the common portions of the Mini Township more fully described in the **FIFTH SCHEDULE** hereunder written and hereafter called the "**Township Common Portions**", in common with the other owners and/or occupiers of the Mini Township, **TOGETHER WITH** the right to use and enjoy the common portions of the Said Zone more fully described in the **SIXTH SCHEDULE** hereunder written and hereafter called the "**Zonal Common Portions**", in common with the other owners and/or occupiers of the other Apartments in the Said Zone, **TOGETHER WITH** the right to use and enjoy the common portions of the Said Block more fully described in the **SEVENTH SCHEDULE** hereunder written and hereafter called the "**Block Common Portions**", in common with the other owners and/or occupiers of the other Apartments in the Said Block, free from all encumbrances, trusts, liens, lis-pendenses and/or attachments whatsoever the Said Property hereby sold and the Appurtenant Land hereby assigned and all the benefits and rights hereby granted and/or being transferred in the manner aforesaid to the Transferee, **SUBJECT HOWEVER** to the observance and performance by the Transferee of all the covenants, stipulations, restrictions, and/or obligations of the Transferor under the Head Lease, all of which shall be and be deemed to be covenants running with the Said Property **AND SUBJECT FURTHER** to the observance and performance by the Transferee of the terms and conditions of the management, administration and/or maintenance of the Township Common Portions, the Zonal Common Portions and the Block Common Portions **AND SUBJECT FURTHER** to the Transferee paying and discharging all existing and future rates, taxes, impositions, outgoings etc. in respect of the Said Property on and from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Property and proportionately with respect to the Block Common Portions, the Zonal Common Portions and the Township Common Portions.

II. OBLIGATIONS OF THE TRANSFEE: The Transferee covenants with the Transferor that it shall:

1. Comply with carry out, observe, fulfill and/or abide by all the terms and conditions embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby.

2. Comply with carry out, observe, fulfill and/or abide by all the terms and conditions of the Agreement for Assignment, a copy whereof has been received by the Transferee while executing the said Agreement after issuance of the provisional Allotment Documentation cum Agreement for Assignment, and the other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Transferee at or before execution hereof or will be handed over to the Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Transferor for the beneficial use and enjoyment of the Mini Township by all its occupiers.
3. Pay the Said Rent to BDA in advance for the year for which the same is payable.
4. Pay any increase in the Said Rent as and when the same is revised.
5. Pay the charges for maintenance of the Township Common Portions, hereafter called the "**Township Maintenance Charges**", for the Zonal Common Portions, hereafter called the "**Zonal Maintenance Charges**", as also for the Said Block, hereafter called the "**Block Maintenance Charges**", at such rate and manner as may be fixed from time to time.
6. In case the Transferee delays or defaults in making payment of the Said Rent, the Township Maintenance Charges, the Zonal Maintenance Charges or the Block Maintenance Charges, all of which are hereafter collectively called the "**Transferee's Payables**", or any one of them within the stipulated time for their respective payments, without prejudice to other rights of the Transferor and Developer, the Transferee shall become liable to pay interest @ 18% per annum on the defaulted amount of the Transferee's Payables till the date of payment along with interest thereon.
7. Pay all rates and taxes or imposition which are now payable or become payable hereafter in respect of the Said Property.
8. Pay for the supply of electricity consumed by the Transferee for its Said Property at such rate which may be fixed by the Transferor or any other agency setup by the Transferor and Developer or directly to the electric energy supplier, as the circumstances will require.
9. Pay all rates, taxes and/or imposition (including all tax and GST, if any, payable) on the Transferee's Payables which are now payable or become payable hereafter in respect thereof.
10. Use and enjoy all the Township Common Portions, the Zonal Common Portions and the Block Common Portions subject to such restrictions which the Transferor or any other agency set up by the Transferor or BDA for the purpose of management and maintenance of the Mini Township, the Said Zone or the Said Block in the interest of all.

11. Use the Said Property solely for residential purpose and for none other and not convert the Said Property or any part thereof into a place of public worship or for any commercial purpose.
12. Not to make any additions or alterations of any permanent nature in the Said Property and even if temporary such should be made in such a manner so as not to cause any damage or endanger the Said Block in any manner whatsoever.
13. Not to engage in any activity, which is offensive, obnoxious or injurious to public health.
14. Be it noted that the Township Common Portions and the Zonal Common Portions shall be constructed in phase basis with the time period that may last till the expiry of the Head Lease and in the event of deprivation for any reason in regard to the enjoyment and usage of such Township Common Portions and the Zonal Common Portions can never be challenged before any authority or court due to it's gradual and regular development in parity with the entire Township Development.
15. Not to use or allow any part of the Said Property to be used for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to the occupiers of the Said Block or the Said Zone.
16. Not to use or allow to be used the Said Property or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto.
17. Give up the Said Property on demand if it or any part thereof is at any time required by the Government for any public purpose when the Transferee will be entitled to refund of proportionate amount of compensation money in respect of the Said Property.
18. Permit the concerned authorities including the Transferor, and BDA and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Said Property to view its condition for all reasonable purposes.
19. Not to claim any right, title and/or interest of whatsoever nature or kind over or in respect of the Township Common Portions, or any part or portions of any of them.
20. Not to claim any exclusive right, title and/or interest of whatsoever nature or kind over or in respect of the Zonal Common Portions or the Block Common Portions or any part or portions of any of them.
21. Keep the Said Property reasonably clean and in habitable condition.
22. Be deemed to have undertaken that it is well aware and admits that the Township Common Portions, including without limitation all its common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Mini Township shall always remain the property of the Transferor and Developer and though the Transferor and Developer will be responsible for their maintenance and management, either by itself or

through a management agency which may be formed for the maintenance and management of the Mini Township, the Transferee shall have to pay proportionate charges for such maintenance and under no circumstances will the Transferee object to the Transferor and Developer transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Transferor and Developer, hereinafter called the "**FMC**", for the purpose of management and maintenance thereof *provided however* that the FMC shall at all times work under the guidance of a body having representatives of the Transferor and elected members of the Transferees, hereafter called the "**Advisory Body**".

23. Be deemed to have undertaken that though it has proportionate right title and or interest in the Zonal Common Portions and the Block Common Portions, the maintenance and management of these will also be done by the FMC under the guidance of the Advisory Body and the Transferee shall have to pay proportionate charges for such management and maintenance to the FMC and the FMC may charge one consolidated amount for managing and maintaining the Township Co. Port. The Zonal Common Portion and the Block Common Portion
24. Allow persons without any obstruction or hindrance, authorized by the Transferor and Developer or BDA, to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through the Said Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Said Block.
25. Have no right to interfere in any manner with any project or activities within the Mini Township save through the aegis of the Advisory Body.
26. Allow the Transferor and Developer and/or BDA to re-enter and take possession of the Said Property in default of observance and performance by the Transferee of any of the terms, conditions and/or covenants on its part.
27. Apply for and have the Said Property separately recorded, mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly.
28. Not to use any Diesel Generator in the Said Apartment during power cuts or otherwise.
29. Become and continue to remain a member of the association of the owners and occupiers of the Units of the Said entire "Upantika" Township to be formed at the behest of the Transferor, hereinafter referred to as the "**Association**", for maintenance and management of the all Common Portions and the Township.
30. Continue to keep deposited the amount of the 'Sinking Fund/Corpus Deposit' deposited by it with the Transferor and deposit such further sum if so required on demand with the Transferor or the FMC, as the case may be, in consultation with the Advisory Body.
31. Comply with and abide by the rules and regulations of utilization of the Mini Township known as the Development Control Regulation or Handbook for

Upantika-Mini Township as framed by the Transferor or the FMC in consultation with the Advisory Body from time to time.

32. Allow the Transferor and Developer or the FMC, as the case may be, to manage and maintain the Township Common Portions and the Zonal Common Portions till such time the Association under the West Bengal Apartment Ownership Act, 1972 is formed.
33. Execute agreements with the FMC for the upkeep of Township Common Portions, the Zonal Common Portions and/or the Apartment Common Portions in consultation with the Advisory Body.
34. Pay monthly maintenance charges as and when called upon to do so by the FMC in consultation with the Advisory Body.
35. Not transfer singly its lease hold interest in **Appurtenant Land** that has been assigned to the Transferee but only along with the Said Apartment.
36. Not transfer singly the Said Parking Space/s comprised in the Said Property unless it is to a person owning an Apartment in any of the Blocks within the Said Zone.

III. SPECIFIC COVENANTS OF THE TRANSFeree: The Transferee hereby specifically declares and confirms that it is fully satisfied with:

- a) The manner vacant possession of the Said Property, has been handed over and accepts such possession;
- b) The construction of the Said Property; the condition and description of all fixtures and fittings installed and/or provided in the Said Apartment as also the amenities and facilities within the Said Block and the Said Zone;
- c) The design, layout, accommodation, specifications, fittings and fixtures etc in the Said Apartment and with the amenities provided therein and every part and portion thereof as also those in the Said Block and the Said Zone and has no complaints of whatsoever nature or kind regarding any of those.

IV. DEFAULT OF THE TRANSFeree: If at any time any of the Transferee's Payables remain unpaid for three months after the date on which the same are respectively payable or the Transferee defaults, breaches or does not observe, fulfill or comply with any of covenants, conditions and/or agreements hereinabove on the part of the Transferee to be observed, complied with and/or performed and fails, neglects and/or refuses to rectify the same even after being legally demanded and such demand remaining un-complied for a period of more than one month from the date of the demand, it shall be lawful by the Transferor or BDA to re-enter and take possession of the Said Property or any part thereof in the name of the whole and immediately thereupon the term of the assignment created hereby shall stand absolutely determined and the Said Property shall become the property and vest in the Transferor or BDA, whoever re-enters and takes possession, without any obligation or liability on the part of the Transferor or BDA, as the case may be, to pay any compensation in respect of the Said Property.

V. THE TRANSFEROR AND DEVELOPER HEREBY COVENANTS AS FOLLOWS: The Transferor hereby covenant with the Transferee that:

1. The Transferee timely and regularly paying all the Transferee's Payables and observing, performing and complying with all its covenants and conditions hereinbefore contained and/or on its part to be observed, performed and/or fulfilled, the Transferee shall peacefully and quietly have and hold and enjoy the Said Property during the remainder tenure of the Head Lease as also its renewals, if any, without any interruption, eviction or disturbance by the Transferor or any person or persons claiming under or in trust for the Transferor.
2. Upon expiration of the tenure of the Head Lease, the Transferee shall be entitled to have the lease in respect of the Apartment Land renewed for a like period of ninety-nine years and thereafter to successive like periods upon the same terms and conditions of the Head Lease directly from BDA.
3. The Transferee shall be entitled to mortgage and/or charge the Said Property in favour of any bank or financial institution for the purpose of obtaining loan or similar other matters.
4. In the event of the Said Property being acquired hereafter at anytime under any law, the Transferee shall be entitled to the compensation that may be awarded in respect of the Said Property.
5. The Transferor shall, at the request and cost of the Transferee, do all such further acts, deeds, matters and/or things to perfect the Assignment hereby made or any other matter relating to the Said Property and/or the Apartment Land and sign and execute all such other deeds, documents, papers and/or undertakings and render such co-operation and consent to such requests as may be required by the Transferee.

VI. Maintenance of the Mini Township: In the event the Advisory Body recommends that the maintenance, management and upkeep of the Township Common Portions including the Zonal Common Portions and/ or the Block Common Portions is to be carried out by an association of all the owners of the several portions of the Mini Township, then the Transferee shall become a member of such an association and par take in its affairs in the manner as decided by the Advisory Body.

VII. Notices: Any notice to the Transferee required to be served or demand required to be raised shall be affected by sending a letter under Certificate of Posting at the address of the Said Apartment and the certificate of posting granted by the postal authorities shall be accepted by the Transferee as sufficient proof of service of the said notice. Similarly, a notice to be addressed to the Transferor may be sent under certificate of posting to the address of the Transferor mentioned in this Deed and/or any such address as may be fixed by the Transferor in future and the certificate of posting granted by the postal authority shall be accepted by the Transferor as sufficient proof of service of the said notice.

FIRST SCHEDULE

Part-1

[Township Land]

ALL THAT PIECE AND PARCEL OF LAND MEASURING 76.36 Acres of land at
Mouza: Kamnara, J.L. No. 49, Sheet No. 2 and Mouza: Mirzapur, J.L. No.66, Sheet
No.1, Police Station. Burdwan, District Purba Bardhaman

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	386	3828	0.35
2	Mirzapur	66	6059	2407/3828	0.48
3	Mirzapur	66	461	2407/3828	1.60
4	Mirzapur	66	441	1294/3828	12.18
5	Mirzapur	66	443	3828	0.75
6	Mirzapur	66	544	2407/3828	0.30
7	Mirzapur	66	394	3828	2.57
8	Mirzapur	66	392	2407/3828	0.10
9	Mirzapur	66	390	3828	0.07
10	Mirzapur	66	393	3828	0.52
11	Mirzapur	66	388	3828	0.12
12	Mirzapur	66	6060	3828	0.55
13	Mirzapur	66	385	3828	0.59
14	Mirzapur	66	447	2407/3828	6.08
15	Mirzapur	66	448	3828	1.31
16	Mirzapur	66	452	3828	1.17
17	Mirzapur	66	453	2130- 3828	4.09
18	Mirzapur	66	459	610/181/3828/4024/4223	2.33
19	Mirzapur	66	462	917/1640/1642/1795/1825/ 1903/2084/3828	0.26
20	Mirzapur	66	539	3828	0.07
21	Mirzapur	66	460	3828	0.10
22	Kamnara	49	1920	563/986-1/1219	7.20
23	Kamnara	49	2200	563/1219	1.80
24	Kamnara	49	2180	563/1219	9.81
25	Kamnara	49	2095	563/1219	0.78

26	Kamnara	49	2093	1219	0.66
27	Kamnara	49	2133	563/1219	1.28
28	Kamnara	49	2143	177/210/289/1219	0.26
29	Kamnara	49	2092	1219	0.22
				Total:	57.60

SL. No.	Mouza	J.L. No.	Plot Nos.	R.S. Khatian No.	Area (In Acres)
1	Mirzapur	66	387	1	0.52
2	Mirzapur	66	389	1	0.66
3	Mirzapur	66	391	1	0.54
4	Mirzapur	66	322	1	5.45
5	Mirzapur	66	440	1	1.06
6	Mirzapur	66	442	1	0.61
7	Mirzapur	66	438	1	0.87
8	Mirzapur	66	439	1	2.36
9	Mirzapur	66	445	1	3.35
10	Mirzapur	66	446	1	1.66
11	Mirzapur	66	6067	1	1.00
12	Mirzapur	66	540	1	0.12
13	Mirzapur	66	435	1	0.28
					18.48
14	Kamnara	66	2091	1	0.28

					0.28
				Total:	18.76

Total Area of land in Township Project Area

Mirzapur	Private Land	35.59 acres	54.07 acres
	Vested Land	18.48 acres	
Kamnara	Private Land	22.01 acres	22.29 acres
	Vested Land	0.28 acres	
Total:			76.36 acres

and known as “Upantika Mini Township” shown bordered in **Red** in Plan A annexed hereto

Part-2

[Presently Developed Land]

The Zone being the plot of land, out of the Project Land described in the First Schedule, having a Total Area of **39.0681 Acres** comprising in

Plot Nos.	J.L.	Mouza	R.S. Khatian	Area
461	66	Mirzapur	2407/3828	1.60 Acres
544	66	Mirzapur	2407/3828	0.30 Acres
447	66	Mirzapur	2407/3828	6.08 Acres
448	66	Mirzapur	3828	1.31 Acres
452	66	Mirzapur	3828	1.17 Acres
453	66	Mirzapur	2130-2/3828	4.09 Acres
Plot Nos.	J.L.	Mouza	R.S. Khatian	Area
459	66	Mirzapur	610/181/3828/4024/4223	2.33 Acres
462	66	Mirzapur	917/1640/1642/1795/ 1825/1903/2084/3828	0.26 Acres
539	66	Mirzapur	3828	0.07 Acres
460	66	Mirzapur	3828	0.10 Acres
1920	49	Kamnara	563/986-1/1219	7.20 Acres
2200	49	Kamnara	563/1219	1.80 Acres
2180	49	Kamnara	563/1219	9.81 Acres
2095	49	Kamnara	563/1219	0.78 Acres
2093	49	Kamnara	1219	0.6281 Acres
2133	49	Kamnara	563/1219	1.28 Acres
2143	49	Kamnara	177/210/289/1219	0.26 Acres

and known as “**Presently Developed Land**”.

SECOND SCHEDULE

Part-I

[The Developable Zone]

The Zone being the plot of land, out of the Project Land described in the First Schedule, having a Total Area of **0._____ Acres** comprising in

R.S & L.R. Dag No.	Mouza	Area of Land
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres

and known as “Developable Zone” shown bordered in **Green** in Plan A annexed hereto.

Part-II

[The Apartment Zone]

The Zone being the plot of land, out of the Project Land described in the First Schedule, having a Total Area of **0._____ Acres** comprising in

R.S & L.R. Dag No.	Mouza	Area of Land
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres
	Kamnara/Mirzapur	_____ Acres

and known as “Apartment Zone” shown bordered in **Yellow** in Plan B annexed hereto.

THIRD SCHEDULE

[Consideration cum Premium]

Total Consideration cum Premium of the Said Property is Rs. ____, ____, ____/- (Rupees _____ Only).

FOURTH SCHEDULE

[Said Rent]

Total amount of Rent payable for _____ Sq. Fts of Appurtenant Land @ Re 1 per sq.ft. amounting to Rs. _____ /- (Rupees _____ Only)

FIFTH SCHEDULE

[Township Common Portions]

1. 33 KV Sub Station and several distribution sub station
2. Sewerage Treatment Plant and Sewerage System
3. Water Body.
4. Green Area including landscaped and hard-scaped areas
5. Main Roads & Cluster Roads.
6. Drainage System.
7. Street Lights
8. Entrance Plaza
9. Peripheral Boundary Wall
10. Club Facility (which is to be handed over after completion of the Upantika Project)

**SIXTH SCHEDULE
[Zonal Common Portions]**

1. Driveways & walk ways.
2. Central Greens, landscaped greens.
3. Underground Water Reservoir.
4. Pump Room.
5. Utility Room.(if any)
6. Water Supply System.
7. DG Room/AMF panel room.
8. Sewage system including pipelines/manholes.
9. Storm water drain; pipelines, inspection pits and chamber.
10. Electrical System
11. Water supply pipelines and system including but not limited to pumps/values etc.
12. Street Lights within the Zone
13. Cable Trenches

**SEVENTH SCHEDULE
[Block Common Portions]**

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.

EIGHTH SCHEDULE]

PART-I

[The "SAID PROPERTY"]

The Said Residential Unit cum Flat cum Apartment being **the Unit/Apartment No.** _____, at Block No. _____ (Block No. _____) having a Super-Built Up Area of _____ **Sq. Ft** and having Built Up Area of _____ **Sq. Ft.** and having Carpet Area of _____ **Sq. Ft.** demarcated in 'Blue' in the annexed **Plan-B** on the _____ **Floor** of Block No. _____ (Block No. _____) in **Apartment Zone** the plinth of which Block is bordered **Yellow in plan B;**

TOGETHER WITH

_____ Two wheeler parking space No. _____ in Apartment Zone - demarcated in _____ in the annexed **Plan-C**

TOGETHER WITH

_____ Covered Car Parking Space having area of **135 Sq. Ft** in **Apartment Zone** and the details of such Parking Right is followed by the Possession Letter.

TOGETHER WITH

The proportionate share in the Block Common Portion described in the Seventh Schedule and Zonal Common Portion described in the Sixth Schedule hereto save those areas specifically earmarked for Parking Spaces.

PART-II

[The Appurtenant Land]

ALL THAT the undivided, proportionate, impartial and singly non-transferable share in the land comprised in the Apartment Zone equivalent to _____ sq. fts.

Execution and delivery: In witnesses whereof the parties have executed these presents at Burdwan on the day, month and year first above written.

Executed and delivered by Mr. Pradip Ghosh on behalf of the **Transferor** in the presence of:

Executed and delivered by Mr. Pradip Ghosh on behalf of the **Developer/Confirming Party** in the presence of:

Executed and delivered by the Transferee in the presence of:

Drafted by me and typed in my Office:

Rajdeep Goswami,
Advocate
B.A.LL.B (Hons.), LL.M (Corporate Law)
Enrolment No: WB/1989/2011
Burdwan Dist. Judges Court

KEDHA MERCANTILE PVT. LTD.

A.K. Khanna
Authorised Signatory