

DEED OF ASSIGNMENT

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

BETWEEN

BENGAL AEROTROPOLIS PROJECTS LIMITED (PAN: ____), being a company incorporated according to Company's Act 1956 having its registered office at 5, Gorky Terrace, 2nd Floor, Kolkata - 700017, West Bengal, India, represented by its authorized Signatory Mr. _____ (PAN: ____), hereinafter referred to as the "**Developer**" or "**BAPL**" (which expression shall unless repugnant to the context be deemed to mean and include its administrators, executors, representatives and assigns) of the **SECOND PART**.

AND

Mr. [____], son of [____], PAN No: [____], AADHAR No: [____] and **Mrs. [____]**, wife of [____], PAN No: [____], AADHAR No: [____], both residing at [____], (hereinafter collectively referred to as the "**Assignee**", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

The Lessor, Developer and the Assignee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. West Bengal Industrial Development Corporation Limited is the authorized agency of the Go WB (as hereinafter defined) for promoting industrial development in the state of West Bengal. The Lessor has clear title over a piece of land admeasuring more or less **1048.84 Acres** in the Mouzas of Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri and Tamla (hereinafter referred to as the "**PROJECT LAND**" and more fully and particularly described in the Schedule A written hereunder);
- B. West Bengal Industrial Development Corporation Limited and Bengal Aerotropolis Projects Limited entered into a **Joint Venture Development Agreement (JVDA)** on 18th January 2008, addendum to the JVDA dated 26th October, 2009 & Second Addendum to dated 14th September, 2013 to develop the above mentioned land in different phases in the manner as specified in the said Joint Venture Development Agreement (JVDA) dated 18th January 2008 and it's addendums;
- C. By virtue of a **Lease Deed No. 00852 for the year 2010 of A.R.A.-III, Kolkata**, Registered in Book -- I, CD Volume No. 2, Page from 3728 to 3866 **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED** grant lease in favour of **BENGAL AEROTROPOLIS PROJECTS LIMITED** for a period of ninety nine (99) years and accordingly **BENGAL AEROTROPOLIS PROJECTS LIMITED** had muted their name in L.R.R.O.R.
- D. In terms of the above-mentioned Joint Venture Development Agreement (JVDA) and its subsequent addendum the land measuring an area of **1820.17 M²** lying and situated at **Mouza: Dakhinkhanda, JL No.: 36, BAPL, PS: Andal, Dist: Paschim Bardhaman, Pin: 713321** has been earmarked for residential zone more fully described in the First Schedule hereunder written and hereinafter referred to as the "**Said Land**";
- E. The said land is falls within Bengal Aerotropolis Projects Limited (Residential Zone), PS : Andal, PIN - 713321, Paschim Bardhaman, West Bengal and is earmarked for the

purpose of building a residential project, comprising ____ **G+1 STORIED BUNGLOW/ROW HOUSE** and the said project shall be known as "**AAROHI**";

- F. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- G. The Developer has obtained the final layout plan approvals for the Project from **West Bengal Industrial Development Corporation Limited** or **WBIDC**. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. **West Bengal Industrial Development Corporation Limited** or **WBIDC** has granted the commencement certificate to develop the Project vide approval dated as per Building Permit No. **SWS-OBPAS/WBIDC/2024/0038** Dated : **13th September, 2024**;
- I. The Developer has registered the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at Kolkata no. _____ on _____ under registration.
- J. Allottee had applied to the Developer for allotment of a Bungalow/ Row House in the Project vide Application No: _____ Dated _____ on the terms and conditions recorded therein, in pursuance whereof, the Developer has provisionally allotted in favour of the Allottee ALL THAT the Ground + One storied Bungalow/Row house ("**Bungalow/Row House**") together with exclusive balcony measuring _____ sq.ft., exclusive terrace, (including an open car parking space), exclusive open backside lawn together with undivided impartible proportionate share in the land underneath the Bungalow/Row house with Plot Area measuring _____ Kathas (hereinafter collectively referred to as the "**Said Unit**", in accordance with the Specifications described in Schedule D hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. On and from the Provisional Allotment, subject only to the terms and conditions specified in this Agreement, the Allottee shall be entitled to all the rights and interest and shall be subject to the obligations contained in the Lease Deed in relation to the Said Land. The Allottee shall be entitled to enjoy the leasehold interest for the unexpired term of the lease i.e. till the year 2109 unless determined earlier in accordance with the terms and conditions provided therein. It is hereby clarified that if the term of the original Lease Deed is renewed for any further period, the Allottee's right to enjoy the leasehold interest shall be automatically renewed to such extended period of 99 years, unless specified otherwise in the Lease Deed.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to transfer/assign and the Allottee hereby agrees to get said transfer/assignment of the Bungalow/Row House and the Open Space Garage (Garage Portico) (if applicable) as specified in paragraph J.

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

THE LESSOR AND DEVELOPER DO THEREBY COVENANT WITH THE ASSIGNEE as follows:

1. The interest which the Lessor and the Developer professes to transfer subsists and that the Developer has good right full power and absolute authority to grant, transfer, assign and assure unto and to the use of the Assignee the leasehold rights in the said Unit in the manner aforesaid.
2. It shall be lawful for the Assignee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Developer or any person claiming through or under the Developer.
3. The Developer shall upon reasonable request and at the costs of the Assignee make acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the leasehold rights in the said Unit hereby granted transferred and assigned unto and to the Assignee in the manner aforesaid as shall or may be reasonably required by the Assignee.
4. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for Assignment relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Assignee from the date of issue of Completion Certificate, the Developer shall rectify such defects without further charge, within 30 (thirty) days, if the defects are minor in nature. Otherwise within reasonable time if it

is minor, what is the reasonable time will be decided by the architect and in the event of Developer's failure to rectify such defects within such time, the Assignee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

5. It is expressly agreed and understood that the Developer shall not be liable to rectify any defect occurring under the circumstances specified in the Agreement for Assignment.
6. The Developer undertakes to co-operate with the Assignee and provide necessary support and sign and execute all necessary documents so as to enable the Assignee's name to be reflected in all concerned government records as the sole, exclusive and absolute lessee of the Unit at the cost of the Assignee.

THE DEVELOPER DOTH HEREBY REPRESENT AND WARRANT TO THE ASSIGNEE as follows:

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

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

THE ASSIGNEE DOTH HEREBY COVENANT WITH THE DEVELOPER as follows:

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

harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Developer for non-payment or delay in payment of the same.

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

1. MAINTENANCE OF THE SAID UNIT/PROJECT

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

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

1.1. Maintenance of the Common Area

- 1.1.1. The Assignee of the Demised Land shall regularly pay for maintenance of common area and facilities the necessary monthly O&M charges from the date of possession of the Demised Land. Such charge will be determined by the Assignor or its authorized representative on a proportionate recovery basis. If the Lessee fails to pay on the fixed dates for a period of 3 consecutive months, then the Assignor will charge penal interest @18% per annum.
- 1.1.2. The Assignor is solely responsible for the administration and overseeing of common utility charges. The Assignee shall be liable for these charges to the Assignor or to an appointed maintenance company.
- 1.1.3. The Assignor has exclusive authority to designate common area and facilities. The Assignee acknowledges that this does not grant any automatic privileges regarding access or rights in areas or facilities developed elsewhere on the leasehold land or within other project area.
- 1.1.4. The Assignee's right to use common facilities is contingent upon timely payment of utility charges. Non-payment will result in the Assignor, or its authorized agents, suspending access to utilities and facilities. The Assignor also retains the right to recover any unpaid charges from the Assignee or their legal Successors.
- 1.1.5. The Assignor may implement changes to the scope or cost of utility services, subject to reasonable and prior written notice to the Assignee. This includes the right to upgrade, modify or discontinue service as per the evolving needs of the project.

1.1.6. In case of dispute regarding the utility charges, the Assignor's decision shall be final and binding. The Assignee agrees to adhere to dispute resolution procedures specified by the Assignor.

1.1.7. The Assignor holds the right to enforce these provisions strictly, including taking legal action for non-compliance or delayed payments by the Assignee.

2. RIGHT TO ENTER THE UNIT FOR REPAIRS

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

3. USAGE

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

4. COMPLIANCE WITH RESPECT TO THE UNIT

4.1. The Assignee shall, after taking possession, be solely responsible to maintain the said Unit at his/her/its own costs, in good repaired and condition and shall not do or suffer to be done anything in or to the said Project, or the said Unit, or the staircases, lifts, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Bungalows/ Row House are not in any way damaged or jeopardized.

4.2. The Assignee shall not be entitled to construct any structures in the exclusive open front lawn (including car parking space), the backside lawn and the terrace of the said Bungalows/Row House House. The Assignee hereby agrees and undertakes that the Assignee would maintain the greenery provided by the Developer and shall do no construction over the green space since the same is mandatorily required to be kept as virgin green as per the applicable laws and any failure in this regard shall be treated as material breach and will entitle the Developer to restore the same as virgin green at the cost of the Assignee. The Assignee hereby further undertakes to abide by the same and also agrees not to change the façade of the Bungalows/ Row House House. The said restrictions have also been imposed to maintain looks and aesthetics of the Project and breach of it shall be considered as a material breach of contract.

4.3. The Assignee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Bungalows/ Row House or anywhere on the exterior of the Project therein or the Common Areas. The

Assignees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Assignee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common areas of the Project. The Assignee shall also not remove any wall including the outer and load bearing wall of the said Unit.

- 4.4. The Assignee shall plan and distribute its electrical load in conformity with the electrical systems installed the Developer and thereafter the association of assignees and/or maintenance agency appointed by the association of assignees. The Assignee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

5. OTHER PROVISIONS

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

- 5.6. The properties and rights hereby transferred to the Assignee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit by the Assignee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 5.7. The Assignee shall be and remain responsible for and indemnify the Developer and the Maintenance-In-charge against all damages costs claims demands and proceedings occasioned to the said Project or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Assignee and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Assignee or the servants agents licensees or invitees of the Assignee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions of the Agreement for Assignment and these presents to be observed fulfilled and performed by the Assignee.
- 5.8. The Project at the said Land shall bear the name "**AAROHI**" unless changed by the Developer from time to time in its absolute discretion and the Logo " _____ " shall always be displayed at prominent place in the Project.
- 5.9. The Assignee shall not sub-let or sub-lease the Said Unit or any part thereof without the prior written consent of the Lessor and the Developer.

6. MAINTENANCE & OTHER CHARGES

- 6.1. Administrative Fee: The Assignee shall make payment of 1 (one) % of current market value of the Demised Land towards administrative fee payable to WBIDC through the Assignor.
- 6.2. Lease Rent: On and from the Effective Date, the Assignee shall be responsible for payment of lease rental through the Developer, of Rs. 500/- (Rupees Five Hundred) per acre per year only ("Lease Rent") with respect to the area of the Demised Land in accordance with the Lease Deed executed with WBIDC within the first three calendar months of the year for which the rent is payable. In case of delay or default in payment of lease rental, the Assignee shall be liable for consequences thereof in accordance with the provisions of the Lease Deed. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Lease Deed executed with WBIDC, the lease rental is increased, the Assignee shall be responsible for payment of the increased lease rental.
- 6.3. Assignee to Pay Rates & taxes and Common Expenses/Maintenance Charges: The Assignee shall pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately) for the Said building complex and wholly for the Said Bungalow/Row House and Appurtenances. from the date of possession and until the Said Bungalow/Row House and Appurtenances is separately mutated and assessed in favour of the Assignee) on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Assignee' in thereof and have mutation completed at the earliest. The Assignee furthest admits and accepts that the Assignee shall not claim any deduction or abatement in the bills of Facility manager and the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are transferred/assigned and transferred.

6.4. No obstructions by the Assignee to further Construction: The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding, banners, dish antennas in the part of the ultimate roof of the building by the Developer, and the Assignee shall not obstruct or object to the same, The Assignee also admits and accept that the Developer and/or employees and/or agents and/or contractor of the Developer shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Assignee shall not raise any objection in any manner whatsoever with regard thereto.

6.5. Variable Nature of land Share in Common Portions:

6.5.1. The Assignee fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said Bungalow/Row House bear to the currently proposed area of the Said Building Complex.

6.5.2. The Assignee fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and preemies to the Said Property and the Said Building Complex. (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Assignee) then the Land Share and the Share in Common Portions shall vary accordingly and proportionately.

6.5.3. The Assignee shall not question any variation (including diminution) of the land share in Common Portions as decided by the Developer and the Assignee shall not demand any refund of the Net Price Paid by the Assignee on ground of or by reason of any variation the land share and the share in the common portion and;

6.5.4. The Assignee fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partiable. The Assignee shall accept (without demur) the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

7. COST OF FORMATION OF ASSOCIATION

The Assignee shall share the actual cost of formation of Association proportionately. Obligations of the Transferees: On and from the date of possession the Assignee shall:

7.1. Co-operate in Management and Maintenance: Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Facility Manager

7.2. Observing Rules: Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said property

7.3. Paying Electrical Charges: Pay for Electricity or any other utilities consumed in or relating to the Said Bungalow/Row House and Appurtenances' and the Common Portions

7.4. Meter and Caballing: Be liable to draw the electric lines/wires from the meter installation area to the Said Bungalow/Row House only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Developer or to the other Assignee. The main Electric meter shall be installed only at the common meter space in the Said Building Complex. The Assignee

shall similarly use the Ducts and the pipes provided for television, broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.

- 7.5. Residential Use: Use the Said Bungalow/Row House for residential purpose only under no circumstance shall the Assignee use or allow to be used they said Bungalow/Row House for commercial industrial or other non-residential purposes.

The Assignee shall also not use the Said Bungalow/Row House as religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

- 7.6. No Alteration: Not alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said building complex and (s)design and /or the color scheme of the windows, grills and the main door of the Said Bungalow/Row House without the permission in writing of the Developer. In the event the Assignee shall compensate the Developer as estimated by the Developer.
- 7.7. No Structural Alteration: Not alter, modify, or in any manner change the structure or any civil construction in the Said Bungalow/Row House & Appurtenances or the Common Portions or the Said building complex.
- 7.8. No Sub Division: Not sub-divide the Said Bungalow/Row House and Appurtenances and the Common Portions, under any circumstances.
- 7.9. No Changing Name: Not change/alter/modify the names of the Said building complex from those mentioned in this Deed of Conveyance.
- 7.10. No Nuisance and Disturbance: Not use the Said Bungalow/Row House or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance, to other occupants of the Said building complex and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights comforts or convenience of other occupants
- 7.11. No Storage: Not or Cause to be stored and not place or cause to be placed any goods, articles or things in or around the Common Portions.
- 7.12. No Obstruction to Developer/Association: Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Bungalow/Row House and Appurtenances) Provided that it will not become impossible to stay in the Bungalows/Row Houses/floor below the roof top.
- 7.13. No Obstruction of Common Portions: Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Bungalow/Row House.
- 7.14. Not Violating Rules: Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.
- 7.15. No Throwing Refuse: Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.

- 7.16. No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Bungalow/Row House, or the Common Portions.
- 7.17. No Storing Hazardous articles: Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Bungalow/Row House.
- 7.18. No Signboard: Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Bungalow/Row House /Said building complex save at the place or places provided there for provided that this shall not prevent the Assignee from displaying a standardized name plate outside the main door of the Said Bungalow/Row House.
- 7.19. No Drawing Wire/Cable: Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association.
- 7.20. No Floor Damage: Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- 7.21. No Installing Generator: Not install or keep or run any generator in the Said Bungalow/Row House.
- 7.22. No Use of Machinery: Not install or operate any machinery or equipment except household appliances.
- 7.23. Roof Rights: A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Developer with right of exclusive transfer and the Assignee specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Assignee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.
- 7.24. No Right in other Areas: The Assignee shall not any right in the other portions of the Said property and the Assignee shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions.

8. DEVELOPER COVENANTS

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

- 8.1. Completion of transfer: Subject to the Assignee performing the terms and conditions of this Deed of Conveyance, the transfer of the Said Bungalow/Row House & appurtenance shall be completed by the Developer by executing conveyance in favour of the Transferees.
- 8.2. No Creation of encumbrance: The Developer shall not create any charge, mortgage, lien and/or shall not sell transfer, convey and/or enter into any Deed of Conveyance with any person other than the Assignee in respect of the Said

Bungalow/Row House and appurtenance, subject to the Assignee fulfilling all terms, conditions and obligations of this Deed of Conveyance

9. TAXES

- 9.1. Obligation Regarding Taxes: In the event of the Developer being made liable for payment of any tax (excepting Income Tax) duty, levy or any other liability under any statute or law for the time in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Deed of transfer or having entered into this Deed of Conveyance, then and in that event the Assignee shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developers' consultant shall be paid by the Assignee at or before the Date of Possession.

10. DEFECTS

Decision of Architect Final: If any work in the Said Bungalow/Row House and Appurtenance is claimed to be defective by the Transferees, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, if directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitle the Assignee to refuse to take possession of the Said Bungalow/Row House.

11. ASSOCIATION AND RULES

- 11.1. Transfer of Deposits: The maintenance deposit mentioned in this Deed of Conveyance is to be paid by the Assignee to the Developer and shall be held free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.
- 11.2. Rules of Use: The Said Bungalow/Row House Appurtenance shall be held by the Assignee subject to such rules and regulations as may be made applicable by the Association from time to time.
- 11.3. Covenants Regarding Use: The Assignee agrees that the Assignee shall use the Said Bungalow/Row House and Appurtenances subject to the following restrictions.
- 11.3.1. No Misuse of Water: The Assignee shall not misuse or permit to be misused the water supply to the Said Bungalow/Row House.
- 11.3.2. Damages to Common Portions: All damages to the Common Portions caused by the Assignee and/or family members, invitees or servants of the Assignee shall compensate for by the Assignee.
- 11.3.3. No Unlawful Act: The Assignee shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association.
- 11.3.4. Notification Regarding Letting: If the Assignee lets out or transfers/assigns the Said Bungalow/Row House and Appurtenances or portion thereof the Assignee shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

12. FORCE MAJEURE

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

13. SUBSEQUENT TRANSFERS

For any subsequent transfer beyond the initial assignment (referred to hereafter as subsequent assignment), the process must go through Bengal Aerotropolis Project Limited (BAPL) to West Bengal Industrial Development Corporation Limited (WBIDC) as per the directive delineated in WBIDC Notice Ref No: WBIDC/BAPL/2nd Assignment/2022-23/2023/1381, dated 28th August 2023. Such subsequent transfer shall attract a transfer fee, payable to WBIDC, amounting to 5% of the current market value of the demised property and in addition, to 2% on the current market value payable to BAPL plus all the additional taxes. It is duly noted that these percentage of charges are subject to future review and revision, based on prevailing circumstances and at the discretion of the relevant authority. In case of such assignment/transfer is found to have been made without obtaining the written permission from the Assignor then Assignor shall, after giving the Assignee one month notice in writing shall cancel the allotment and lease and forfeit the lease premium paid by the Assignee against the Demised Land.

14. MISCELLANEOUS

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

15. NOTICE

- 15.1. Mode of Service: Notice under this Deed of Conveyance shall be served by e-mail or messenger or registered post/speed post with acknowledgement due at the above-mentioned addresses of the Parties, unless the address is changed.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1. Disputes: Disputes or differences in relation to or arising out of or touching this Deed of Conveyance or the validity, interpretation, construction, performance, breach or enforceability of this Deed of Conveyance (collectively disputes) shall be referred to the Arbitral Tribunal described in clause below and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 with modifications made from time to time. In this regard, the Parties irrevocably agrees that:
- 16.2. Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate to be nominated by the Developer.
- 16.3. Place: The place of arbitration shall be Durgapur only.
- 16.4. Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards /directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law, The interim/final award of the Arbitral Tribunal shall be binding on the parties.

17. JURISDICTION

- 17.1. District Court: In connection with the aforesaid arbitration proceeding, only the Sub Division Judge, Paschim Bardhaman District and the Sub Division Court at Paschim Bardhaman shall have jurisdiction to entertain and try all actions and proceedings.

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

SIGNED on behalf of **Bengal Aerotropolis Projects Limited** by Mr. _____, at Kolkata in the presence of:

SIGNED on behalf of _____ by **Mr.** _____, at Kolkata in the presence of:

Drafted by

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF PROJECT LAND

Insert Details

DESCRIPTION OF SAID LAND

Insert Details

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART -I

DESCRIPTION OF THE BUNGALOW/ROW HOUSE AND OPEN SPACE
GARAGE (GARAGE PORTICO)

Bungalow No. -
Plot Area -
Bungalow Type -
Block -
Carpet Area -
Balcony -
Built Up -
Open Garage Area -

BUTTED AND BOUNDED BY:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

PART -II

PLAN

[Insert plan of the Unit]

PART -III

(SAID APPLICATION)

[Insert details of the application]

PART -IV

(SAID ALLOTMENT)

[Insert details of the Provisional Allotment Letter]

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

[Insert details of Common Areas]

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

[Insert details of Common Expenses]

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(EASEMENTS)

[Insert details of Easements]

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements excepted out of the sale and reserved for the Developer and persons deriving title through or under the Developer)

[Insert details of reserved Easements]

MEMO OF CONSIDERATION

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

Witnesses:

(ASSIGNOR)

DATED THIS DAY OF 2024

BETWEEN

BENGAL AEROTROPOLIS PROJECTS LIMITED

.... DEVELOPER

AND

..... ASSIGNEE

DEED OF CONVEYANCE