

## **DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT** (this “**Assignment**”) is made on this \_\_\_\_ day of \_\_\_\_ 2026 (“**Effective Date**”) and entered into between:

### **BETWEEN**

**BENGAL AEROTROPOLIS PROJECTS LIMITED** [PAN AADCB2504L], a company incorporated under the Companies Act, 1956 as amended to Companies Act, 2013 having its registered office at No. 5, Gorky Terrace, 1<sup>st</sup> Floor, P.O. & P.S. Shakespeare Sarani, Kolkata 700 017 and represented by its Authorised Signatory Mr. Sankar Dey [PAN ARDPD9886B] son of Late Brajalal Dey, by Nationality- Indian, by Religion Hindu, by occupation Service, residing at Dubchururia, PO – Andal Gram, Pin – 713321, Dist. – Paschim Bardhaman, PS – Aurobindo Police Station, W.B, hereinafter referred to as the “**ASSIGNOR**”, (which expression shall unless excluded by the context or otherwise, include its successors and assigns) of the ONE PART;

### **AND**

**MR. [●] (AADHAR[●]; PAN: [●])**, son of Mr. [●], by Nationality - Indian, by Religion [●], by occupation [●], residing at [●], (hereinafter referred to as the “**ASSIGNEE**” (which expression shall unless excluded by the context or otherwise, include its survivors, heirs, successors, executors, administrators and permitted assigns) of the **OTHER PART**;

The Assignor and the Assignee are individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

**WHEREAS:**

- A. In order to promote and develop social infrastructure, the Government of West Bengal acquired all that piece and parcel of land admeasuring approximately **1822.59 Acres** or thereabouts lying and situated at District Paschim Bardhaman comprised within Mouzas- Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the “**Leasehold Land**”) for creation of an industrial, urban and social infrastructure with the airport as its central component and having forward linkages to industry, trade, education, urban amenities, tourism and other related facilities in an interdependent manner;
- B. Pursuant to execution of a joint venture development agreement dated January 18, 2008 read with first addendum dated October 26, 2009 and second addendum dated September 14, 2013 to the said joint venture agreement (collectively hereinafter referred to as “**JVDA**”) executed between the **Assignor** and West Bengal Industrial Development Corporation Ltd. (“**WBIDC**”), the Assignor has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Leasehold Land for an initial term of 99 (ninety nine) years with automatic renewal, subject to rent payable for a further period of 99 [ninety nine] years and on the terms and conditions contained therein;
- C. BAPL has, among others, executed one Lease Deed on **21<sup>st</sup> January 2010** with the **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED** which has been registered under 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 at Kolkata containing the portion of **1048.84 Acres** leasehold land forming the subject of this Assignment (hereinafter referred to as the "**Lease Deed**") for a period of ninety nine (99) years and accordingly BAPL is holding its land title 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 **2398.47 Square Meter** lying and situated at **Mouza: Dakhinkhanda, JL No.: 36, BAPL, PS: Andal, Dist: Paschim Bardhaman, Pin: 713321** more fully described in the First Schedule hereunder written and hereinafter referred to as the "**Demised Land**" (more particularly described in Schedule A);
- E. The said land is situated within Bengal Aerotropolis Projects Limited (Residential Park), PS: Andal, PIN - 713321, Paschim Bardhaman, West Bengal and is earmarked for the purpose of building a residential project ("**Duplex Building**"), comprising of exclusive gated commDuplex Building for **[•] ([•]) Duplex Building Duplex Building** with balcony, landscape garden area and private open terrace along with open car parking space the said project shall be known as "**AAROHI 2.0, PHASE - I**";
- F. After being satisfied with the right, title and interest of the Assignor over the Demised Land, the Assignee have approached the Assignor for obtaining leasehold rights and entitlements in relation to the Said Duplex BuildingDuplex Building over the Plot Area and it has been agreed between the Assignor and Assignee that the leasehold rights in respect of the Said Duplex BuildingDuplex Building over the Plot Area shall be assigned by the Assignor in favour of Assignee by way of a deed of assignment that the Parties shall presently enter into in respect of the Said Duplex BuildingDuplex Building over the Plot Area accordingly;
- G. The Assignor has obtained the final layout plan approvals for the Project from **West Bengal Industrial Development Corporation Limited** or **WBIDC**. The Assignor agrees and undertakes that it shall not make any

changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation & Development) Act, 2016 and other laws & rules as applicable;

- H. **West Bengal Industrial Development Corporation Limited (WBIDC)** has granted the commencement certificate to develop the Project vide a Building Permit No. **SWS-OBPAS/WBIDC/2026/0006** Dated : **25<sup>th</sup> February, 2026**;
- I. The Assignor has registered the Project under the provisions of The Real Estate (Regulation & Development) Act, 2016 with the **REAL ESTATE REGULATORY AUTHORITY** at Kolkata being No. [●] dated [●].
- J. The Assignee had executed an Agreement for Assignment with the Assignor and registered under Deed No. [●] of [●] dated [●] in the office of Additional Registrar of Assurance, II at Kolkata, on the terms and conditions recorded therein and in pursuance whereof, Assignor has provisionally transferred and assigned in favour of the Assignee ALL THAT the leasehold right in the land AND the Ground + One storied Duplex Building **Type - [●] (Duplex Building - [●])** together with **Plot Area - [●] Sq. Ft.**, ("**Plot Area**") comprising of [●] totalling to **Carpet Area of [●] Sq. Ft (G+1), Total Built up Area of [●] Sq. Ft.** (hereinafter collectively referred to as the "**Said Duplex Building Duplex Building**", more particularly described in Schedule B and the plan of the Said Duplex Building is annexed hereto and marked as Schedule C in accordance with the Specifications described in Schedule D) hereto together with the irrevocable right to use the roads within the Project leading to municipal road, common areas, parts, portions, installations and facilities of the Project in common with the remaining assignees of the Project;
- K. The Parties have gone through all the terms and conditions set out in this Deed of Assignment and understood the mutual rights and obligations detailed herein.
- L. On and from the registration of the Agreement of Assignment, subject to the terms and conditions specified in this Deed of Assignment, the

Assignee shall be entitled to all the rights and interest in the Said Duplex Building and shall be subject to the obligations contained in the 'Lease Deed' in relation to the 'Demised Land'. The Assignee shall be entitled to enjoy the leasehold interest for the unexpired term of the lease i.e. till the year **2109 ("Term")** 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 Assignee's right to enjoy the leasehold interest shall be automatically renewed to such extended period of 99 years by a renewed deed to be executed and registered upon payment of applicable stamp duty and registration fees, unless specified otherwise in the 'Lease Deed';

- M. The Parties hereby confirm that they are signing this Deed of Assignment 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 Deed of Assignment and all applicable laws, are now willing to enter into this Deed of Assignment on the terms and conditions appearing hereinafter;
- O. In accordance with the terms and conditions set out in this Deed of Assignment and as mutually agreed upon by and between the Parties, the Assignor hereby agrees to transfer/assign and the Assignee hereby agrees to accept said transfer/assignment of leasehold land measuring [**•**] **Sq. Ft.** with the Said Duplex Building Duplex Building and the open car parking space as specified in paragraph J;

#### **1. DEFINITIONS**

In addition to the terms defined in the introduction to, recitals of and the body of this Assignment, whenever used in this Assignment, unless repugnant to the meaning or context thereof, the capitalized terms used in this Assignment shall have the meaning attributed to them as under:

- 1.1 "**Assignment**" shall mean this assignment together with all of the

schedules attached hereto and documents that may from time to time be attached hereto (including any annexures, schedules, exhibits and documents attached) and any other appendices, annexures, schedules or exhibits incorporated herein, and as any or all of the same may be amended, modified or supplemented, or superseded by mutual consent, from time to time.

- 1.2 "**Applicable Law**" shall mean, with respect to any person or property, any law, statute, treaty, rule, regulation or determination of an arbitrator or a court or other Governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to in this Assignment.
- 1.3 "**Approvals**" shall mean the consents, licenses, statutory approvals, filings or registrations, permits, sanctions, authorizations, exemptions or waivers of any nature which is required to be obtained under the Applicable Laws from any Governmental Authority or any other authority for enjoying the leasehold right over the Said Duplex Building on the Plot Area.
- 1.4 "**BAPL**" shall mean Bengal Aerotropolis Projects Limited.
- 1.5 "**Competent Authority**" shall mean Airport Authority of India (AAI), Golden City Industrial Township Authority (GCITA), West Bengal Pollution Control Board (WBPCB), West Bengal Fire and Emergency Services (WBFES), West Bengal Forest Department (Wbfd) and West Bengal Real Estate Regulatory Authority (WBRERA) for purpose of approval of building plan.
- 1.6 "**Cure Period**" shall mean the time given to the Assignee for curing any defect due to non-observance of any of the covenants by the Assignee and Assignor shall cancel the Deed of Assignment if such defect is not rectified within the specified time given by Assignor to the Assignee.
- 1.7 "**Demised Land**" shall have the meaning ascribed to it in Recital D of

this Assignment.

- 1.8 “**Effective Date**” shall mean the date of execution of this Assignment.
- 1.9 “**Governmental Authority**” shall mean the governmental department, board, body, authority, administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Project.
- 1.10 “**GoWB**” shall mean Government of West Bengal.
- 1.11 “**JVDA**” shall have the meaning ascribed to it in Recital B of this Assignment.
- 1.12 “**Lease Deed**” shall have the meaning ascribed to it in Recital C of this Assignment.
- 1.13 “**Leasehold Land**” shall have the meaning ascribed to it in Recital A of this Assignment.
- 1.14 “**Lease Rent**” shall have the meaning ascribed to it in Clause 3.3 of this Agreement.
- 1.15 “**Licenses, Permits, Permissions**” shall mean all licenses, permits, permissions approvals, sanctions including renewals as may be required to be obtained by the Assignee for carrying on the permitted business at the Demised Land by appropriate and competent departments and authorities/ bodies.
- 1.16 “**Maintenance Charges**” shall mean the operation and maintenance service charges for the common area and common facilities to be charged from the Assignee by the Assignor either directly or through its authorized agents/bodies/organizations on monthly basis.
- 1.17 “**Provisional Allotment Letter**” shall mean the Provisional Allotment Letter No. – **XXX** dated **DD/MM/YYYY** issued by BAPL to the Assignee while allotting Said Duplex Building over the Plot Area admeasuring [**•**] **Sq. Ft** or [**•**] **Katha** of land in Block - Andal at Mouza Dakshinkhanda, JL No. 36 in Paschim Bardhaman.

1.18 **“Plot Area”** shall have the meaning ascribed to it in Recital J of this Agreement

1.19 **“Term”** shall have the meaning ascribed to it in Recital L of this Assignment.

1.20 **“WBIDC”** shall mean the West Bengal Industrial Development Corporation Limited.

1.21 **“WBSEDCL”** shall mean West Bengal State Electricity Distribution Company Limited a company incorporated under the Electricity Act 47(a) and a company registered under the Companies Act 1956.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS ASSIGNMENT, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND HEREBY, COVENANT AND AGREE AS FOLLOWS.**

#### **1. OFFER & ACCEPTANCE:**

The Assignor in response to the expression of interest by the Assignee for booking of land in said Project has executed the Provisional Allotment Letter dated **DD/MM/YYYY** for assigning / transferring the Said Duplex Building over the Plot Area. Thereafter, both the party had executed a registered Agreement for Assignment being Deed No. [•] of [•] dated [•] in the office of Additional Registrar of Assurance, II at Kolkata.

#### **2. ASSIGNMENT**

2.1. In consideration of the covenants, conditions and stipulations hereinafter contained on the Assignee part to be observed and performed, the Assignor hereby Transfers and Assigns unto the Assignee All That the leasehold right and interest on the land measuring [•] sq.ft. for the unexpired term of lease i.e. upto the year 2109 unless determined earlier in accordance with the terms and conditions hereinafter contained AND transfers *ALL THAT the ground + one storied Duplex Building (Duplex BuildingBlock – [•]) comprising of [•] totaling to carpet area of [•] sq.ft. (G+1), total built up area of [•] sq.ft.*

*(hereinafter referred to as the “Duplex BuildingDuplex Building”)*  
*together with the irrevocable right to use the roads within the Project leading to municipal road, common areas, parts, portions, installations and facilities of the Project in common with the remaining Assignees of the ‘AAROHI 2.0, PHASE - I’ Project, more particularly described more particularly described in Schedule B and the plan of the Said Duplex Building is annexed hereto and marked as Schedule C in accordance with the Specifications described in Schedule D hereto, on as is where is basis, together with easements rights, advantages, appurtenances, hereditaments, whatsoever and howsoever to the Said Duplex BuildingDuplex Building over the Plot Area belonging or therewith to held or for enjoyment together with all the right and authority of the Assignee upon the Said Duplex BuildingDuplex Building over the Plot Area, in accordance with applicable laws and all other related facilities of the Said Duplex BuildingDuplex Building over the Plot Area thereabouts and/or for carrying out all other acts, deeds and activities that incidental or ancillary to the approved building plan.*

- 2.2. The Assignee acknowledges that the Assignor had provided all the information and clarifications as required by the Assignee and the Assignee is fully satisfied with the same and the Assignee has relied on his/her/its judgment and investigation in deciding to accept the assignment and undertakes to not raise any claim against the Assignor in respect of the Plot Area for any reason whatsoever.
- 2.3. The Assignee hereby acknowledges and admits that a single Duplex Building of the Duplex Building on the Demised Land has been granted by the Assignor to the Assignee and the Assignee has taken possession of the Said Duplex BuildingDuplex Building over the Plot Area to the Assignee’s full satisfaction and with full knowledge of all the law(s)/notification(s) and rules applicable to the area where the Said Duplex BuildingDuplex Building over the Plot Area is situated and have satisfied himself/herself/itself to the classification/nature

and title of the Demised Land and the nature of interest of WBIDC and the Assignor in the Demised Land and have further understood the current status of the Demised Land.

### **3. CONSIDERATION**

- 3.1. The Parties agree and acknowledge that, in consideration of the Assignor assigning and transferring unto the Assignee the leasehold interest in the Said Duplex Building Duplex Building *of the Project*, the Assignee has paid an amount of **Rs. [●]/- (Rupees [●]) only** on or before the Effective Date, to the Assignor, the receipt and sufficiency of which is hereby admitted and acknowledged. That the computation of the price of the Duplex Building includes recovery of price of land, construction of not only the Duplex Building but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, and includes cost for providing all other facilities as provided within the Project.
- 3.2. This consideration is exclusive of land revenues, municipal rates, taxes, duties (including stamp duty, registration fees & any other legal charges relating to registration), assessments and impositions in respect of the Demised Land which are payable to any authority of the Government or any other appropriate authorities or otherwise which are now or during the Tenure of Lease be payable, imposed or assessed on the Said Duplex Building Duplex Building over the Plot Area.
- 3.3. Assignee shall also make payment of 1 (one) % of current total market value of the Said Duplex Building Duplex Building plus applicable taxes towards administrative fee payable to WBIDC through the Assignor.
- 3.4. From the Effective Date, the Assignee shall be liable for payment of charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and other charges in respect of the Said Duplex Building Duplex Building over the Plot Area. Without prejudice

to the generality of the aforesaid provision, on and from the Effective Date, the Assignee shall be responsible for payment of lease rental as and when assessed by the competent authority at the Rate of Rs. 500/- (Rupees Five Hundred) per acre per year only ("**Lease Rent**") with respect to the area of the Plot on which the structure is situated in accordance with the Lease Deed executed with WBIDC within the first three calendar months of the year for which the rent is payable. The Assignee shall make payment of Lease Rent to WBIDC through the Assignor. 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.

- 3.5. Without prejudice to the generality of the aforesaid, in the event of any change in rates of taxes, duties and cess, or introduction of any tax made applicable for assignment of leasehold interest, including on account of interpretation of existing law, the Assignor is exposed to additional tax liability on account of the assignment, the Assignee shall hold the Assignor harmless and indemnified from such additional imposition.

#### **4. COVENANTS OF THE ASSIGNOR**

The Assignor hereby unconditionally and irrevocably represents and covenants to the Assignee that:

- 4.1. **Right to Assign:** The Assignor is the lawful Lessee in respect of the Demised Land and that the Assignor has full power and absolute authority as a lawful Lessee to enter into the instant Assignment and to assign its rights of leasehold interest for possession, use and enjoyment subsisting over the Demised Land to the Assignee absolutely and unconditionally (subject to the terms and conditions of use and other restrictions contained herein) for the residue term

of the said Lease and that there are no bar or restrain order of any Court of Law nor any other impediment for the Assignor to transfer such rights of Leasehold interest in the Demised Land in favour of the Assignee in accordance with the terms herein recorded.

- 4.2. **Transfer of Leasehold Rights:** The Assignor covenants to transfer/assign all its Leasehold interest and rights in relation to the Demised Land together with the Said Duplex BuildingDuplex Building absolutely and unconditionally in favour of the Assignee and further covenants that all rights, exemptions, benefits and privileges accrued and continuing in favour of the Assignor with execution of the Lease deed shall inure absolutely in favour of the Assignee subject to the conditions and warranties herein.
- 4.3. **Assignment of Common Area:** The Assignor hereby transfers the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Assignee.
- 4.4. **Completion of transfer:** Upon payment of full consideration money by the Assignee to the Assignor, transfer and assignment of the Said *Duplex Building*Duplex Building is completed in terms of this Deed of Assignment.
- 4.5. **No Creation of encumbrance:** The Assignor shall not create any charge, mortgage, lien and/or shall not transfer/assign and/or enter into any Deed of Assignment with any person other than the Assignee in respect of the Said *Duplex Building*Duplex Building and appurtenance, subject to the Assignee fulfilling all terms, conditions and obligations of this Deed of Assignment.
- 4.6. **Adherence of Environmental Laws** All residential *Duplex Building* Duplex Buildings would have to obtain all necessary permission like Environmental Clearance and consent from WBPCB, as applicable. Without prejudice to the generality of the aforesaid, the Assignor shall duly comply with the provision of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of

Pollution) Act, 1981 and the Environment (Protection) Act, 1986 as may be amended from time to time and the rules made thereunder as also with other conditions which may from time to time be imposed by any concerned statutory authorities under the said legislations as regards the collection, treatment and disposal or discharge of effluent or hazardous waste including provision for individual Effluent Treatment Plant (ETP) if required or otherwise whatsoever. The Assignor will ensure compliance with the plantation requirements as approved by the Forest Department, in line with their proposed development plans, and will implement the same concurrently with construction. The Assignor should abide the provision laid down under The West Bengal Trees (Protection and Conservation in Non-Forest Areas) Rules 2007, rain water harvesting and ground water extraction as per West Bengal Ground Water Resources (Management, control and Regulation) Act, 2005 and handling of hazardous waste as per Hazardous Wastes (Handling and Management) Rules, 2003.

## **5. COVENANTS, RIGHTS & OBLIGATIONS OF THE ASSIGNEE**

The Assignee undertakes to abide all the obligations and covenants which shall continue throughout the Tenure of Lease and further agrees and covenants with the Assignor as follows:

- 5.1. **Compliance with Lease Deed and JVDA:** The Assignee shall comply with all applicable provisions of the Lease Deed executed by Assignor with WBIDC to the extent along with any applicable provisions of the JVDA and the addendums to the JVDA dated October 26, 2009 and September 14, 2013 (“**Addendums**”) as far as they are applicable to the Demised Land as if they were incorporated in these presents.
  - 5.1.1. In the event that any revisions, changes, additions, variations and/or amendments are made to the JVDA and/or the Addendums, the Assignee agrees to comply with all such applicable revisions, changes, additions, variations and/or

amendments.

- 5.1.2. In case of contradiction between the terms and conditions of this present deed and that of Deed of Lease between WBIDC and the Assignor herein and the JVDA along with the Addendums, the terms and conditions contained in the said Deed of Lease and the JVDA along with the addendums shall prevail. The Assignee shall be bound to follow the same.
- 5.2. **Obligation of the Assignee:** The Assignee agrees, for the benefit of the Assignor, other assignees, and the Project as a whole, that the Assignee and anyone claiming under or through him/ her/ it will at all times comply with and observe the terms, conditions, covenants, and restrictions set out in this Deed of Assignment, which shall apply mutatis mutandis.
- 5.3. **Outgoings:** The Assignee shall pay, discharge and satisfy all land revenues, municipal rates, taxes, duties, cesses, assessments, outgoings and impositions in respect of the Plot Area payable to any authority of the Government or any other **competent authority** which are now or during the Tenure of Lease be payable, imposed or assessed on the said Plot Area without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Assignor 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 Assignor and the Association for non-payment or delay in payment of the same.
- 5.4. **Assessment of Property Tax:** The said *Duplex Building* Duplex Building is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said *Duplex Building* Duplex Building has been granted Full Completion Certificate. The Assignee shall within 6 (six) months from the date hereof apply at his own costs for separate holding number and mutation of the said *Duplex Building* Duplex Building in the records of the concerned authorities.

- 5.5. **Maintaining Healthy Atmosphere:** The Assignee shall keep and maintain the Plot Area along with the common area of the Project at all times during the Tenure of Lease and keep it clean, tidy, healthy and free from all sorts of hazards to public hygiene and in conformity with environmental and pollution control norms.
- 5.6. **No Misuse of Water:** The Assignee shall not misuse or permit to be misused the water supply to the Said *Duplex Building* Duplex Building and will abide the Rule and Regulation of the concerned authority supplying water in the Project.
- 5.7. **Damages to Common Area:** All damages to the Common Area caused by the Assignee and/or family members, invitees or servants of the Assignee shall be compensated by the Assignee.
- 5.8. **Notification Regarding Sublet/Transfer:** If the Assignee sublets or transfers/assigns the Said *Duplex Building* Duplex Building, portion thereof the Assignee shall immediately notify the Assignor about the tenant's/transferee's address and Telephone number and the identity.
- 5.9. **Not to Use the Plot Area for any Other Purposes:** The Assignee shall not use or allow to use the Said *Duplex Building* Duplex Building for any commercial establishment or not install or operate any machinery or equipment except household appliances save and except as have been allowed by the Assignor at the time of transfer and assignment of the Said *Duplex Building* Duplex Building or any other purpose which is allowed by the Assignor at the time of assignment of the Plot Area.

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

- 5.10. **No Unlawful Activities:** The Assignee shall not in any manner carry on or allow to carry on the Said *Duplex Building* Duplex Building for

any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive and prejudicial to public interest or a source of nuisance to the area surrounding the Plot Area and shall not store combustible or explosive substance in the Said *Duplex Building* Duplex Building.

- 5.11. **Compliance with Relevant Laws:** The Assignee shall be responsible for compliance with all statutory obligations under all the relevant Acts and provisions of Law. Grant of Lease will not confer on the Assignee any exoneration or exemption from any such statutory requirement. The Assignee will, in executing the works aforesaid and at all times, observe and conform to all such rules and regulations of WBIDC, Panchayat, Zila Parishad, Asansol Durgapur Development Authority (ADDA), Durgapur Municipal Corporation, Golden City Industrial Township Authority (GCITA) and all other “Competent Authorities” as may be in force for the time being relating to the Residential *Duplex Building* Duplex Building. In the event that there are any changes in the rights, interest, obligations and/or title enjoyed by the Assignee due to changes in Applicable Law, the Assignee shall be bound by such changes and shall not hold the Assignor liable on account thereof.
- 5.12. **Separate Electric Supply:** The Assignee shall apply separately to WBSEDCL for their connected load and usage. The Assignee shall pay electricity security deposit for individual meters allotted to it and other monthly consumption charges for electricity to WBSEDCL or its designated agency.
- 5.13. **Internet Connection:** The Assignee shall apply separately and pay necessary deposits and fees for obtaining internet connections from designated agencies as approved by the Assignor.
- 5.14. **No Alteration:** The Assignee shall not be entitled to alter, modify or in any manner change the elevation and exterior color scheme of the Said *Duplex Building* Duplex Building and design and/or the color

scheme of the windows, grills and the main door and/or to construct any structures in the exclusive open front lawn (including Portico), the backside lawn and the terrace of the Said *Duplex Building* Duplex Building. No sub-division of the Said *Duplex Building* Duplex Building & appurtenances and the common area are allowed under any circumstances. The Assignee hereby agrees and undertakes that the Assignee would maintain the greenery provided by the Assignor 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 Assignor to restore the same as virgin green at the cost of the Assignee. The Assignee hereby further undertakes to abide by not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances and the same and also agrees not to change the façade of the Said *Duplex Building* Duplex Building. The said restrictions have also been imposed to maintain the looks and aesthetics of the Project and breach of it shall be considered as a material breach of contract.

5.15. **Maintenance of the *Duplex Building* Duplex Building:** The Assignee shall, after taking possession, be solely responsible to maintain the said *Duplex Building* Duplex Building 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 *Duplex Building* Duplex Building, or the lifts, common passages which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said *Duplex Building* Duplex Building, and keep the said *Duplex Building* Duplex Building, 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.

5.16. **Inspection by the Assignor:** The Assignor/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 Assignor/association of assignees and/or maintenance agency to enter into the Said *Duplex Building* Duplex Building or any part thereof, after due prior written notice of 24 hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

5.17. **Use of Common Area:** The Assignee shall not be permitted to use the common area in the complex for conducting any business or for storage purposes. Further the Assignee shall have no right to block the common areas or encroach the common areas for any reason whatsoever or to 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. In case it is found by the Assignor/Association of Assignees that the Assignee is causing such unauthorized use of area outside the Said *Duplex Building* Duplex Building then the Assignor/Association of Assignees shall after giving notice in writing then the Assignor/Association of Assignees will remove the same and the Assignee has to bear the charges for such removal.

5.18. **No Nuisance and Disturbance:** Not use the Said *Duplex Building* Duplex Building 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 Project 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.

5.19. **No Signboard:** Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions of the Said *Duplex Building* Duplex Building save except at the place or places provided there for displaying a standardized name plate outside the main door of the Said Duplex Building.

- 5.20. **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 Duplex Building save in the manner indicated by the Assignor.
- 5.21. **No right over other area:** Except the said Duplex Building the Assignee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Duplex Buildings 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, assign 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 Assignor, 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 Assignor exclusively.
- 5.22. **Creation of Encumbrance:** The Assignee shall be entitled to raise finance for any purpose whatsoever by means of creating a mortgage/charge in respect of the Said Duplex Building in favour of any bank/financial institution with intimation to the Assignor.
- 5.23. **Right to Compensation:** In the event that the Demised Land is acquired under Applicable Law by any Governmental Authority, any compensation that has been received by the Assignor in relation to such acquisition shall be forthwith handed over to the Assignee. The Assignee shall have the sole right over such compensation and if the same is received by the Assignor, the Assignor shall hold the same in trust for the Assignee till the same is handed over to the Assignee.
- 5.24. **Transfer Restriction:** In case of any amount (including maintenance charges) being due and payable by the Assignee to the Assignor and/or the Maintenance In-Charge, the Assignee shall not be entitled to let out, transfer or part with the possession of the said Duplex

Building till the time the same are fully paid and No Dues Certificates obtained from the Assignor and/or the Maintenance-In-Charge or the association of assignees, as applicable.

5.25. **No obstructions by the Assignee to further Construction:** The Assignor is entitled to develop Said Project and/or to make other constructions elsewhere in the Said Project along with fixation of hoarding, banners, or any other installation of any nature in the Project on such terms and condition as the Assignor may in its sole discretion think fit and proper, and the Assignee shall not obstruct or object to the same. The Assignee also admits and accepts that the Assignor and/or employees and/or agents and/or contractor of the Assignor 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.

5.26. **Variable Nature of land Share in Common Portions:**

5.26.1. Wherever in this Agreement it is stipulated that the Assignee has to make any payment, in common with other assignees in Project, the same shall be the proportion which the carpet area of the Duplex Building bears to the total carpet area of all the Duplex Buildings in the Project.

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5.26.2. The Assignee fully understands, acknowledges and accepts that the land share and the share in the Common Portions are indivisible and impartible and shall not be capable of being subdivided, partitioned or separately dealt with from the Said Duplex Building. The Assignee shall, without demur, accept and be bound by the apportionment, allocation and/or reallocation of such land share and share in the Common Portions, and of all related rights, obligations, outgoings and expenses, as may be determined by the Assignor in its absolute and final discretion, subject to Applicable Law.

## **6. MAINTENANCE OF THE SAID DUPLEX BUILDING/ OF THE PROJECT.**

The Assignee shall provide and maintain essential services within the Project until the formation of the association of assignees, which shall be constituted within six (6) months from the date of final handover of all Duplex Buildings. Until such formation, each Assignee shall pay monthly operation and maintenance (O&M) charges to the Assignor, calculated on a proportionate basis, from the date of possession. The amount of O&M charges shall be determined solely by the Assignor and shall be payable in advance at the time of handover of possession of the Duplex Building. In case of default in payment for three (3) consecutive months, penal interest at eighteen percent (18%) per annum shall be payable on the outstanding amount.

- 6.1. Assignor has exclusive authority to designate common area and facilities. The Assignee acknowledges and agrees that payment of maintenance charges does not confer any automatic privileges regarding access or rights in areas or facilities developed elsewhere by Assignor on the leasehold land or within other project area.
- 6.2. 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 Duplex Buildings transfer their proportionate undivided indivisible impartible share in the Common Areas and installations in favour of the Association/Maintenance Company (as applicable).
- 6.3. 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.

- 6.4. 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.
- 6.5. 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.
- 6.6. The Assignor holds the right to enforce these provisions strictly, including taking legal action for non-compliance or delayed payments by the Assignee.

#### **7. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship and quality of the Said Duplex Building or provision of services or any other obligations of Assignor as per the Agreement for Assignment & Deed of Assignment relating to such development is brought to the notice of Assignor within a period of 5 (five) years by the Assignee from the date of handing over possession, it shall be the duty of Assignor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Assignor's failure to rectify such defects within such time, the aggrieved Assignee shall be entitled to claim appropriate compensation in the manner as provided under The Real Estate (Regulation And Development) Act, 2016.

If any work in the Said Duplex Building and Appurtenance is claimed to be defective by the Assignee, 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 Assignor shall at own costs remove the defects. This will however not entitle the Assignee to refuse to take possession of the Said Duplex Building.

#### **8. SUBSEQUENT TRANSFERS**

- 8.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferees of the Duplex Building, in case of a transfer, as the said obligations go along with the Duplex Building for all intents and purposes and shall keep BAPL safe, harmless and indemnified with respect thereto.
- 8.2. In the event that the Assignee proposes to assign/transfer the Duplex Building in favour of any third party ("Transferee"), the Assignee must comply with the terms of this Deed, the Lease Deed and any applicable provisions of the JVDA and the addendums with respect to the Demised Land for such transfer and all the rights, liabilities and obligations of the Assignee will be vested and applicable upon the transferees.
- 8.3. 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 and the Assignee hereby agrees and confirms to pay transfer fee to WBIDC and BAPL referred to above. 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.

## **9. INDEMNITY**

The Assignee shall be and remain responsible for and indemnifying the Assignor and the Maintenance-In-charge against all damages costs claims demands and proceedings occasioned to the 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 Assignor against all actions claims proceedings costs expenses and demands made against or suffered by the Assignor 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 this Deed for Assignment and these presents to be observed fulfilled and performed by the Assignee.

## **10. NOTICES**

10.1. Each notice, demand or other communication given or made under this Contract shall be in writing and delivered or sent to the relevant Party through e-mail and/or at its address or fax number set out below (or such other address or fax number as the addressee has specified to the other Party).

10.2. The initial address and facsimile for the respective Parties for the purposes of this Assignment are:

### **If to the Assignor:**

Fax : 033 40201753  
Attention : Bengal Aerotropolis Projects Limited  
Address : 5, Gorky Terrace, 1<sup>st</sup> Floor, Kolkata 700 017  
Email : corporate@bengalaero.com

### **If to the Assignee:**

Attention : \_\_\_\_\_

Address : \_\_\_\_\_

10.3. Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.

10.4. Any change of address of the Assignee will be notified in writing to the Assignor at its Durgapur office and acknowledgment obtained for such change.

#### **11. JURISDICTION**

11.1. The courts at Kolkata shall have exclusive jurisdiction for all disputes arising hereby.

#### **12. MISCELLANEOUS**

12.1. Each of the Parties to this Assignment agrees to keep the contents of this Assignment confidential unless there is a mutual Assignment to disclose certain terms, or if the Parties are required to disclose such information as required under the Applicable Laws.

12.2. If any provision of this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this Assignment, and the legality and enforceability of the remainder of this Assignment shall not be affected. In such an event, the Parties shall as soon as possible, discuss, negotiate and endeavor to replace such illegal, invalid or unenforceable provision of the Assignment with a suitable provision so as to effectuate the spirit of such provision as much as possible.

12.3. This Assignment embodies the entire terms and conditions agreed upon by the Parties relating to the subject matter hereof and

supersedes all previous Assignments or arrangements entered into by the Parties, whether written or oral, relating to the subject matter hereof.

- 12.4. Any delay, inability, omission or failure of any party to exercise any of its rights under this Assignment shall not affect or impair or be deemed to be a waiver of its rights under this Assignment and neither shall it be deemed to affect or impair its rights with respect to any continuing or subsequent default of the other Party of the same or different nature under this Assignment.
- 12.5. The provisions of this Assignment shall ensure to and be binding on the Parties and their respective successors and permitted assigns (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party).
- 12.6. Neither this Assignment nor any provision hereof can be waived, changed, amended, discharged or terminated except by an instrument in writing signed by the Party against which the enforcement of any waiver, change, amendment, discharge or termination is sought.
- 12.7. All costs and expenses incurred including expenses towards stamp duty, registration fee, taxes and incidental expenses in relation to this Assignment shall be borne by the Assignee. Post-handover all documentary/technical assistant from BAPL & associated authority are chargeable.

**SCHEDULE 'A'**

**DESCRIPTION OF SAID LAND**

**All THAT** Piece and parcel of land admeasuring **Total 2398.47 square meter** or thereabout lying and situated at District - Paschim Bardhaman comprised within Mouzas – Dakshinkhanda.

<b>Area Statement: Aarohi Plot Details</b>								
<b>SL No.</b>	<b>Mouza</b>	<b>Declaration No.</b>	<b>J.L. No.</b>	<b>Police Station</b>	<b>Khaitan No.</b>	<b>Dag No.</b>	<b>Total Area As per R.O.R</b>	<b>Aarohi 2.0 PHASE - IProject Area</b>
							<b>acres</b>	<b>sqft</b>
<b>Total</b>								

**SCHEDULE 'B'**

**DESCRIPTION OF SAID DUPLEX BUILDING**

**ALL THAT** the Duplex Building having Total Plot Area – [•] **Sq. Ft. Type – [•] (Duplex Building – [•])**, consisting of G+1 storied building, comprising of [•]having total **Carpet Area of [•] Sq. Ft (G+1) and Total Built up Area is [•] Sq. Ft.** (hereinafter collectively referred to as the “**Said Duplex Building**”)

<b>Description of Duplex Building Plot</b>					
<b>Mouza : Dakshinkhanda, J.L No : 36, L.R Khatian No : 3993</b>					
<b>Gram Panchyat : Dakshinkhanda, P.S : Andal</b>					
<b>Block Development Office : Andal, B.L &amp; L.R.O : Andal</b>					
<b>Area Calculation : Duplex Building Plot</b>					
<b>SL No.</b>	<b>Building No.</b>	<b>Building Block No.</b>	<b>L.R Dag No.</b>	<b>Dag Area as per R.O.R (In Acre)</b>	<b>Area under plot</b>
					<b>In SQF.</b>
1	[•]	[•]	[•]	[•]	[•]
<b>Total</b>					[•]

**DESCRIPTION OF THE DUPLEX BUILDING AND OPEN CAR PARKING**

**SPACE**

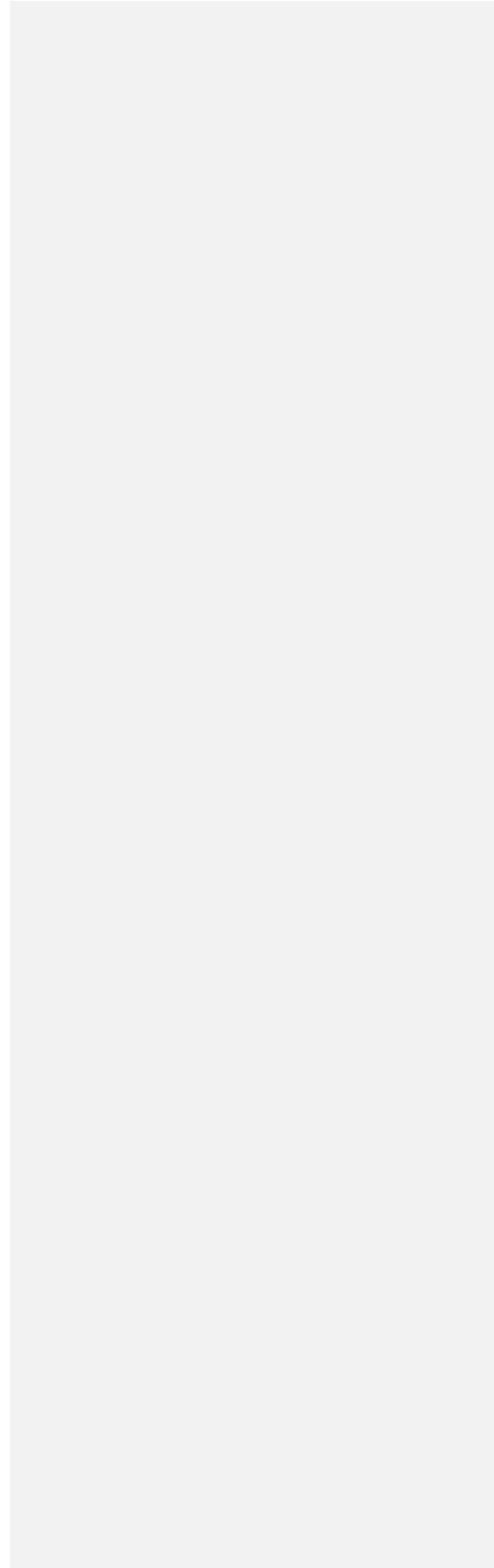
Block No.                    - [●]  
Type                            - [●]  
Plot Area                    - [●] Sq. Ft.  
Carpet Area                - [●] Sq. Ft.  
Built Up                     - [●] Sq. Ft.

**BUTTED AND BOUNDED BY:**

ON THE NORTH            : [●]  
ON THE SOUTH            : [●]  
ON THE EAST              : [●]  
THE WEST                 : [●]

**SCHEDULE 'C'**

**Plan of the Duplex Building**



**SCHEDULE 'D'**

**SPECIFICATIONS**

<b>Specification</b>	
Foundation	
Structure	
Bedroom	
Living/ Dining	
Kitchen	
Balcony	
Door	
Window	
Toilet	
External Finish	

Electrical	
Water storage	
Additional Water Connection	

**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:

Drafted by  
.....

**MEMO OF CONSIDERATION**

Received the sum of **Rs.** ..... **only** being the full consideration of the said Demised Land as described herein above in the Schedules.

Witnesses:

(ASSIGNOR)

**DATED THIS                      DAY OF                      2026**

**BETWEEN**

**BENGAL AEROTROPOLIS PROJECTS LIMITED**

.... ASSIGNOR

**AND**

\_\_\_\_\_

..... ASSIGNEE

**DEED OF ASSIGNMENT**