

Deed of Assignment

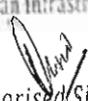
THIS DEED OF ASSIGNMENT ("DEED") is made on this the _____ day of _____, 20_____.

BY AND BETWEEN

INDIAN CRAFT VILLAGE TRUST (PAN AAATI3994B), a Public Charitable Trust, having its registered office at 304, Central Plaza, 2/6 Sarat Bose Road, Kolkata-700020, Post Office-Sarat Bose Road, Police Station-Ballygunge, District-24 Parganas (South), West Bengal, India, represented by its Constituted Attorney, **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED (PAN AAFCA0904P)**, a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at 6th Floor, Block 4B, Ecospace, Plot No. IIF/11, Action Area II, New Town, Kolkata-700156, Post Office-New Town, Police Station-New Town, District-24 Parganas (North), West Bengal, India, represented by its Authorized Signatory, _____, (PAN _____), (Aadhaar No. _____), (Mobile No. _____), son of _____, by nationality _____, by faith _____, by occupation _____, of _____, PIN-_____, Post Office-_____, Police Station-_____, District-_____, West Bengal, India, duly authorized vide Board Resolution dated _____, hereinafter referred to as the "Assignor" (which

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Authorised Signatory/IAA

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns).

AND

AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED, (PAN AAFCOA0904P), a Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at 6th Floor, Block 4B, Ecospace, Plot No. IIF/11, Action Area II, New Town, Kolkata-700156, Post Office-New Town, Police Station-New Town, District 24 Parganas (North), West Bengal, India, represented by its Authorized Signatory, _____, (PAN _____), (Aadhaar No. _____), (Mobile No. _____), son of _____, by nationality _____, by faith _____, by occupation _____, of _____, PIN- _____, Post Office- _____, Police Station- _____, District- _____, West Bengal, India and authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter/Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

AND

Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, By faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, and (2) Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, By faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the "**Allottee/Assignee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns):

The Assignor, the Promoter and the Allottee/Assignee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

- A. (i) Indian Craft Village Trust (ICVT), a Public Charitable Trust (the Assignor herein) is established to set up a craft village for development and promotion of Indian Art and Craft by providing an opportunity to craftsmen, artisans and artists as provided in the Trust Deed dated 18th March, 1994, as amended from time to time.
- (ii) In the terms of an Order dated 2nd December 2014, from the Hon'ble Supreme Court of India, in SLP(C) No. 10725 of 2011 (West Bengal Trade Promotion Organization versus the ICVT and Others), an Indenture of Lease dated 13th July 2015, registered

in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2015, at Pages 37941 to 37981, Being No. 190207473 for the year 2015 (**Head Lease**), the West Bengal Housing Infrastructure Development Corporation Limited (**the Head Lessor**) therein referred to as the lessor, the Commerce & Industries Department therein referred to as the confirming party, granted a lease unto and in favour of the ICVT (the Assignor herein), therein referred to as the lessee, in respect of all that the piece and parcel of land measuring **27982.72 Sq.mtrs.** (equivalent to **6.9 Acres**), more or less, being Plot No. AF-II (premises No. 04-0030) in Action Area-I, lying and situated in New Town, *Mouza - Mahisgot*, J.L No. 20, under Mahisbathan-II Gram *Panchayat*, Police Station: New Town (formerly Rajarhat), District:24 Parganas (North), West Bengal ("**Total Land**") for a term of 99 years at the rent and subject to the terms and conditions contained and recorded in the **Head Lease**. **The Total Land is shown and demarcated in RED colour border on the Map/Plan annexed hereto as Annexure-'I'**.

- (iii) The Assignor got possession of the Total Land vide Memo No. MP-B/HIDCO/EM/22B/6278 dated 02-02-2016 and since then the Assignor is in lawful, *khas*, vacant and peaceful possession of the Total Land.
- (iv) The Assignor got the Total Land mutated in it's name as a lessee in the records of B.L.&L.R.O., Rajarhat, in *Khatian* No. 1409, JL No. 20, *Mouza- Mahisgot*. Accordingly, the Assignor got recorded it's name in the records of title of the New Town Kolkata Development Authority vide a certificate of mutation dated 22-02-2016 being assessee no. 004-0030-0-00-00001-10.
- (v) The Head Lease stipulates that at least 40% (forty) percent of the Total Land shall be utilized by ICVT (the Assignor, herein) for carrying out its object relating to promotion of art and crafts and other activities relating to setting up of craft village including commercial development thereof and balance 60% (sixty) percent of the Total Land shall be used for development of housing project and other permissible specified uses in relaxation of relevant provisions under Section 65(3) of NKDA Act, 2007 as deemed to have been allowed by the State Government under the principal use, "**Assembly-Residential**" for self-sustenance purpose.
- (vi) As stipulated in the Head Lease, ICVT (the Assignor, herein) has reserved 40% (forty) percent of the Total Land, i.e., an area of 11193.09 sq. mtrs. equivalent to 2.76 Acres, and earmarked the same for the purpose of setting up a craft village ("**Craft Village Area**"), as shown and depicted in **BLUE** shade in the Map/Plan annexed hereto as **Annexure-'I'** and the remaining 60% (sixty) percent of the Total Land, i.e. an area of approximately 16789.63 sq. mtrs. equivalent to 4.14 Acres has been earmarked for the purpose of undertaking a housing project ("**Housing Project Area/Project Land**") which is described in **Schedule-"A"**, herein below and shown & depicted in **GREEN** shade on the Map/Plan annexed hereto and marked as **Annexure-'I'**.
- (vii) For the purposes of developing the Project (*defined hereinafter*) on the Housing Project Area/Project Land, the Assignor and the Promoter/Developer have entered into a Development Agreement dated 21st April, 2021, registered in the office of Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at pages 220199-220260, Being No. 190404590 for the year 2021

For Ambuja Housing & Urban Infrastructure Co. Ltd.


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("Development Agreement"), for the consideration and on the terms and conditions contained therein.

(viii) Simultaneously with the Development Agreement, the Assignor granted a Power of Attorney, dated 21st April, 2021, registered in the Office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at pages 231090-231125, Being No. 190404778 for the year 2021 ("PoA") nominating and appointing the Promoter/Developer, as their true and lawful Attorney and agent, in their name and on their behalf, *inter-alia*, to execute and perform or caused to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:-

- a. To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrate and all other officer or officers and authority or authorities in connection with enforcement with all powers and authorities as contained therein;
- b. To sub-lease, otherwise transfer, assign, alienate and dispose of the flats, premises, parking spaces and other areas and spaces therein and comprised in the development to be carried out on the Housing Project Area/Project Land, to such person/s and for such price as they may decide at their sole discretion;
- c. To hand over possession, occupation and/or charge thereof to the assignees or the prospective assignees;
- d. To receive, retain and appropriate to themselves the consideration and other monies and benefits which may be received or accrue to them in respect thereof, and to give and pass receipts and discharges for the same;
- e. To sign and execute Agreements, Agreement for Sub-Lease and/or Deed of Sub-Lease, Agreement for Assignment and/or Deed of Assignment for assignment and/or transfer of any right and to admit the execution thereof and get such documents, duly registered;
- f. To do, execute and perform all necessary acts, deeds, things and matters, including to enter into, sign seal, execute and register (if required) all necessary letters, agreements, deeds, documents, instruments, assurances and writings whatsoever (including declaration/s and deed/s of apartment under West Bengal Apartment Ownership Act, 1972 before the concern Sub-Registrar.

(ix) In pursuance of the Development Agreement, the Assignor (through the Promoter/Developer) caused sanction of a single integrated building plan for the Total Land by the New Town Kolkata Development Authority (NKDA). The NKDA vide their letter dated 14th December 2021 (bearing Building PIN. 0040003020211207) granted sanction of the building plan, proposing development and construction on the Total Land. The Project (defined *hereinafter*) is part of the integrated/ composite single layout plan and the Project is to be used for residential purposes with the allied amenities and facilities as approved by the authorities.

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- (x) In terms of the Development Agreement and PoA, the Promoter/Developer is in the process of developing the residential building complex, namely "**Urvisha - The Condoville**" (hereinafter referred to as the "**Project**") on the Housing Project Area/Project Land more fully described in **Schedule- "A"** herein and shown & depicted in **GREEN** shade on the Map/Plan annexed hereto and marked as **Annexure-1'**.
- (xi) Currently, the Promoter/Developer has already developed and completed the construction of Building/Block No(s). _____ and _____ including the apartments therein has been issued the [Block-wise Completion Certificate or Occupancy Certificate or Partial Completion Certificate or Partial Occupancy Certificate] for these Building(s)/Block(s) _____ (_____), vide letter No. _____ dated _____ issued by the NKDA. The Apartment is situated in Building/Block No. _____.
- (xii) The Project comprises of:
- (a) 4 nos. of G+11 storied building/block(s) i.e. **Block A (Prathama), Block B (Dwitiya), Block D (Chaturthi) & Block E (Panchami)**;
 - (b) 1 no. of G+7 storied building/block i.e. **Block C (Tritiya)**;
 - (c) 1 no. of G+2 storied facility building/block being the residents' activity centre (**RAC**) (christened as **Club De Ville**); and
 - (d) common basement connecting of all six (6) buildings/blocks along with necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees/assignee(s) of the all six (6) buildings/block(s) thereof (hereinafter referred to as the "**Project Common Areas**" more particularly described in **Schedule-"C"** hereto).

The development/ construction as detailed above shall be treated as a separate real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (**Act**).

- B. The Assignor (through the Promoter) has obtained from NKDA the final layout plan and approvals for the Project which is part of the integrated and composite single building plan as stated in A(ix) above. The Assignor and the Promoter agree and undertake that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- C. The Project has been registered as a separated real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "**Act**") with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at _____ on _____ under Registration No. _____.
- D. The Allottee/Assignee had applied for an apartment in the Project vide **Application No.** _____ dated _____ and was allotted a **residential Apartment No.** _____ having **Carpet Area** of _____ **Square Meter** (equivalent to _____ **Square Feet**), along with an exclusive **Balcony Area** of _____ **Square Meter**, (equivalent to _____ **Square Feet**) more or less, [altogether corresponding to a total **super built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**) more or less,], **Type** _____, and located on _____ **floor** in **Block No.** _____ (_____) within the Project **TOGETHER WITH** exclusive right to park vehicle in [_____]

no. of Covered/ [] no. of Open/ [] no. of Mechanical parking space(s), each measuring _____ Square Meter (equivalent to 135 Square Feet more or less), being No(s). _____, in the _____ & _____ (Basement level/Ground floor), respectively, of the Project **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act), parts, portions, installation and facilities of the Project in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted apartments in the Project (hereinbefore and hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in **Schedule-"C"** hereto (hereinafter collectively, referred to as the "**Apartment**" more particularly described in **Schedule-"B"**). The Apartment along with exclusive balcony is delineated in **RED** border on the floor plan of Block No. _____ (_____) annexed hereto and marked as **Annexure-'II'**. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed hereto and marked as **Annexure-'III'**).

- E. By an allotment letter dated _____ ("**Allotment Letter**") the Promoter had allotted the Apartment and the Allottee/Assignee accepted such allotment for a total price of Rs. _____/- (Rupees _____) only ("**Total Price**") and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations subject to the terms and conditions contained in the application form and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed of Assignment and in case of any contradiction, the terms contained in this Deed of Assignment shall prevail.
- F. By an Agreement for Assignment dated _____ and registered in the office of _____, West Bengal, recoded in Book _____, Volume Number _____, Page from _____ to _____, Being No. _____ for the year _____ (hereinafter referred to as the "**Agreement For Assignment**") the Assignor agreed to assign, the Promoter agreed to confirm such assignment and the Allottee/Assignee agreed to take such assignment of the Apartment with all rights, title, interest and the properties appurtenant thereto for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.
- G. The Allottee/Assignee has from time to time paid the Total Price as mutually agreed and recorded in the Agreement For Assignment.
- H. The Promoter called upon the Allottee/Assignee to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Allottee/Assignee has taken possession of the Apartment to the Allottee's/Assignee's full satisfaction.
- I. Before taking possession of the Apartment, the Allottee/Assignee has:
- (a) seen and examined the specifications, components of the Project Common Areas and the specifications, amenities and facilities, more particularly described in **Schedule- "D"** hereto, which had been approved by the competent authority, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto;

- (b) satisfied itself about the title of the Assignor to the Housing Project Area/Project Land and the documents relating to the title of the Housing Project Area/Project Land, the right of the Promoter, the plan of the Project (which is a portion of the integrated plan sanctioned for the Total Land), the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Allottee/Assignee;
- (c) caused necessary due diligence and satisfied himself/itself about the (i) rights of the Assignor and (ii) right & interest of the Promoter in respect of the Housing Project Area/Project Land and all legal incidents and matters in relation thereto.

NOW, THEREFORE, THIS DEED OF ASSIGNMENT WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY ASSIGNMENT:

- 1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Allottee/Assignee to be paid observed and performed, the Assignor hereby assigns, conveys, grants and transfers and the Promoter hereby confirm such assignment, conveyance, grant and transfer to the Allottee/Assignee the **residential Apartment No.** _____ having **Carpet Area** of _____ **Square Meter** (equivalent to _____ **Square Feet**), along with an exclusive **Balcony Area** of _____ **Square Meter**, (equivalent to _____ **Square Feet**) more or less, [altogether corresponding to total **super built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**) more or less,], **Type** _____, located on _____ **floor** in **Block No.** _____ (_____), within the Project **TOGETHER WITH** exclusive right to park vehicle in [____] **number** of Covered/ [____] **number** of Open/ [____] **number** of Mechanical parking space(s), each measuring _____ **Square Meter** (equivalent to 135 **Square Feet** more or less), being No(s). _____, in the _____ & _____ (Basement level/Ground floor), respectively, of the Project, more particularly described in **Schedule-"B"** hereto **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Project Common Areas, parts, portions, installation and facilities of the Project in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted apartments, if any, in the Project, more particularly described in **Schedule-"C"** hereto **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof and the properties appurtenant thereto (all collectively, herein before defined as the **Apartment**) **SUBJECT HOWEVER** to the observance and performance by the Allottee/Assignee of all the covenants, stipulations, restrictions and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Allottee/Assignee of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Allottee/Assignee paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. wholly in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be and proportionately with respect to the Project Common Areas. The Apartment along with the exclusive balcony is delineated in **RED** border on the floor plan of Block No. _____ (_____) annexed hereto and marked as **Annexure-'II'** hereto. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map

annexed and marked as **Annexure-‘III’** hereto.

- 1.2 Unless contrary to the context, the capitalised term ‘**Apartment**’ (defined above) wherever used in this Deed of Assignment shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby assigned for the residual period of the Head Lease and it is expressly made clear that the same constitute one residential unit.
- 1.3 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be assigned/transferred to the Allottee/Assignee as aforesaid, the Promoter shall be entitled to use, utilise, assign/transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference or objection of the Allottee/Assignee. The Allottee/Assignee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.4 The Allottee/Assignee shall use and enjoy the Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default, violation and without creating any hindrance relating to the rights of any other allottees/assignees and/or of the Assignor and Promoter.
- 1.5 The transfer of the Apartment is together with and always subject to the easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants of this Deed of Assignment, which shall be covenants running with the Apartment and the properties appurtenant thereto in terms and conditions of the Head Lease.

2. MAINTENANCE OF THE PROJECT COMMON AREAS AND THE COMMON FACILITIES:

- 2.1 For the purposes of this Clause 2, the Project Common Areas and facilities of the Project shall be handed over to the Association upon formation of such association by the allottees/assignees of the Apartments in the Project in terms of West Bengal Apartment Ownership Act, 1972 (the “**Association**”).
- 2.2 The Promoter shall be responsible to provide and maintain essential services of the respective Buildings/Blocks and the Project till taking over of the maintenance of the Buildings/Blocks and the Project by the Association of the allottees/assignees upon the issuance of the Completion Certificate or Partial Completion Certificate or Occupancy Certificate or Partial Occupancy Certificate, as the case may be, of all the Block(s) of the Project.
- 2.3 **Maintenance Charge:** The Allottee/Assignee shall pay in advance to the Promoter or its nominated agency or Association, as the case may be, such charges at such rate as may be decided by the Promoter/Association from time to time by 7th of each month in advance without any abatement for maintenance of Project Common Areas (**Maintenance Charge**).

So long as the maintenance of the Project Common Areas & facilities are not taken

over by the Association, the maintenance activities will be operated by the Promoter or through its nominee on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance of the Project Common Areas & facilities.

The Maintenance Charges for the period of 1(one) year from the deemed date of Possession of the Apartment in terms of the Agreement for Assignment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After expiry of the said 1 (one) year period, the Allottee/Assignee will be liable to pay the Maintenance Charges to the Promoter or its nominated agency or to the Association, as the case may be. The Maintenance Charges shall remain liable to increase from time to time by the Promoter/Association.

- 2.4 **Maintenance & Other Security Deposits:** The Allottee/Assignee has also paid an interest free security deposits amount towards the Maintenance Charges calculated on the basis of 2 (two) year's Maintenance Charges (at the rate decided at the time of allotment of the Apartment) and have been included in the Total Price of the Apartment, herein (**Maintenance Security Deposit**).

The deposit after adjustment/ recovery of dues, if any on account of maintenance charges will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project to the Association. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the Association, the Promoter shall be fully entitled and the Allottee/Assignee hereby authorize the Promoter to deduct any/all amount of dues and expenditure made by it towards the management, maintenance, upkeep and security of the Project Common Areas out of the deposits as well as any non-receipt of the Maintenance Charge from the Allottee/Assignee and the Promoter shall give due account of such deduction to the Association.

- 2.5 **Maintenance Corpus/Sinking Fund:** The Assignee has also paid an amount towards maintenance corpus/sinking fund for major repairs, renovation and/or reconstruction of the Project Common Areas and facilities of the Project and/or for similar other eventualities (**Maintenance Corpus/Sinking Fund**), which is included in the Total Price of the Apartment. The Assignee understands that the Maintenance Corpus/Sinking fund shall be held, invested and applied by the Promoter as a trustee of the allottees/assignees of the Project without requiring the express consent or approval of the allottees/assignees. This maintenance corpus/sinking fund together with accruals thereon (net of Income Tax) will be handed over to the Association at the time of handing over maintenance and management of the Project Common Areas and facilities of the Project, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas and facilities.

- 2.6 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and management of the Project Common Areas & facilities & the rules/bye laws for such use, maintenance, management and operation be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (a) **Air Conditioning:** The route of refrigerant pipe from outdoor unit to indoor

unit has been specified for each apartment and accordingly the holes would be left in the beam for taking the refrigerant pipes. The said holes and routes are to be used while installing the AC system. The route for AC drainage pipes from specified location of the indoor units has also been specified and the same needs to be followed strictly. The outdoor units of the ACs are strictly to be installed in the designated space in a professional manner so that it will not adversely impact the project aesthetically. However, it is expressly agreed that in view of the aesthetics of the Project, installation of window AC units in apartments is not allowed.

- (b) **Balconies/Terrace:** Drying of clothes or hanging etc. will not be permitted in any manner in which it would be visible from the open areas of the Project. The balconies in the Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Project.

No interference to the elevation/ façade of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees/assignees.

- (c) **Reticulated Gas Supply:** Provision has been made for reticulated gas supply in the Project. The facility may be used by the Allottee/Assignee on "pay by use" basis. The Allottee/Assignee has paid an amount for making this provision of reticulated gas connection in the Apartment and the same is included in the Total Price. The facility may be outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the facility shall be entered into between the Promoter and the agency/vendor. After formation of Association of Project, the terms & condition of running the facility will be in the manner as may be decided by the Association and the agency/vendor. In case, however, the Association is formed before expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.
- (d) **Insurance:** Such insurances as may be statutorily required and taken by the Promoter shall be renewed from time to time by the Promoter so long as they are maintaining the common areas and facilities of the Project will be handed over to the Association . The Allottee/Assignee hereby agrees to contribute (proportionately on the basis of the carpet area of his/her/their Apartment) towards the premium and charges payable for a period of till the Common Areas & facilities are taken over by the Association. After the Association taking over maintenance and management of the common areas of the Project, the liability to keep these insurances policy(ies) valid will be of the Association.
- (e) **Consequences of Non-Payment:** Till such time Association has taken over maintenance and management of the Project Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/restrictions/disconnections/discontinuation of the respective common services to the Allottee/Assignee and will make the Allottee/Assignee liable to pay interest @2% (two percent) per month on the outstanding dues for the

period of the delay, calculated from the due date till the date of actual payment.

- (f) **Unrestricted Access:** The Promoter/maintenance agency/association of allottees/assignees, as the case may be, shall have rights of unrestricted access of all Project Common Areas and facilities, garage/covered/closed parking spaces for providing necessary maintenance services and the Allottee/Assignee agrees to permit the Association of allottees/assignees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

3. **The Residents' Activity Centre (RAC) and its Maintenance:**

- 3.1 The Promoter is developing a RAC (i.e. G+2 storied facility block being constructed by the Promoter on the portion of the Housing Project Area/Project Land) for use of the allottees/assignees in the Project. The RAC forms part of the Project Common Areas and facilities. Till such time the Project Common Areas are taken over by the Association, the RAC shall be managed by the Promoter or its maintenance agency.
- 3.2 One membership of the RAC will entitle 4 (four) persons of the same family to use RAC facilities. These four persons should be residing in the apartment. The allottees/assignees may also request for Additional Membership for family member of the Allottee/Assignee who will be lawful occupant(s) in their apartment(s) (**Additional Membership**), which may be permitted by the Promoter, subject to confirmation from the allottees/assignees and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)	50,000/-	On Allotment of Additional Membership

- *Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the allottees/assignees.*

- 3.3 The tenant/lessee/licensee of the allottees/assignees may use the RAC facilities on written confirmation of the allottee/assignee as their tenant/lessee/licensee and on payment of monthly subscription only.

- 3.4 The allottees/assignees and the Additional Member(s) of the RAC may use the RAC facilities subject to payment of the monthly subscription ("**Monthly Subscription**") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)	625/-	From the date of commencement of Club operations

- *This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.*

- 3.5 The allottees/assignees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.
- 3.6 If the members bring guests to use the RAC facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the RAC.
- 3.7 Some of the facilities at the RAC shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
- 3.8 Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
- 3.9 The Allottee/Assignee understands and accepts that all the facilities of the RAC will only be ready/operational for use after the G+2 storied facility block is completed. However, if at the time possession of the apartment, some of the RAC facilities are made operational, then, and in that event, the Allottee/Assignee as a member of the RAC, shall be entitled to use all those facilities which have been made operational and shall pay 50% of the Monthly Subscription till such time that all the RAC facilities are made operational and available to the Allottee/Assignee.
- 3.10 In case the Apartment is transferred by the Allottee/Assignee, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the RAC.

4. **THE ASSIGNOR AND THE PROMOTER DO TH HEREBY REPRESENT AND WARRANT TO THE ALLOTTEE/ASSIGNEE AS FOLLOWS:**

- 4.1 The Assignor has lease hold right in respect of the Housing Project Area/Project Land; the Promoter has requisite rights to carry out development upon the Housing Project Area/Project Land and absolute, actual physical and legal possession of the Housing Project Area/Project Land for developing the Project;
- 4.2 The Assignor & the Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 4.3 There are no encumbrances upon the Housing Project Area/Project Land, except mortgage and hypothecation created for the development of the Project;
- 4.4 There are no litigations pending before any Court of law with respect to the Housing Project Area/Project Land or the Apartment.
- 4.5 The Assignor & the Promoter shall, remain in compliance to the extent as required under applicable laws in relation to the Project, the Housing Project Area/Project Land, the Block (s) and the Apartment and the Project Common Areas;
- 4.6 The Promoter and the Assignor have the right to enter into this Deed of Assignment and have not committed or omitted to perform any act or thing, whereby the right,

title and interest of the Allottee/Assignee created herein, may prejudicially be affected;

- 4.7 Other than the Development Agreement referred to herein above, the Assignor and the Promoter have not entered into any agreement for lease and/or agreement for assignment and/or development agreement or any other agreement/arrangement with any person or party with respect to the Housing Project Area/Project Land, including the Apartment which will, in any manner, affect the rights of Allottee/Assignee under this Agreement for Assignment;
- 4.8 At the time of execution of the Assignment Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Assignee. The Project Common Areas will be transferred to the Association of the allottees/assignees or the competent authority, as the case may be, after completion of all Block(s) of the Project;
- 4.9 The Housing Project Area/Project Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Housing Project Area/Project Land;
- 4.10 The Assignor or the Promoter, as the case may be, have duly paid and shall continue to pay to the Competent Authority and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Apartment and the Block/Building/Project till the Deemed Date of Possession in terms of the notice for possession issued by the Promoter after getting Completion Certificate/Block wise CC/Occupancy Certificate/Partial Occupancy Certificate (by whatever name it is called) from the authority.
- 4.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Promoter in respect of the Housing Project Area/Project Land.
- 4.12 The Housing Project Area/Project Land is not Waqf property.
- 4.13 The Promoter has paid all outgoings before transferring the physical possession of the Apartment to the Allottee/Assignee, which it has collected from the allottees/assignees of the Project, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment/Project, as the case may be).
- 4.14 The Promoter has developed the Project in accordance with the Project Plan and the Rules, regulations, byelaws, FAR and other such provisions made applicable by the authorities having jurisdiction over the Project and has not made any variation/alteration/modification in Project Plan, other than in the manner provided under the Act.

- 4.15 The Promoter hereby records and acknowledges the receipt of Rs. _____/- (Rupees _____) only towards the Total Price reserved herein.
- 4.16 The Allottee/Assignee, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the leasehold right, title and interest in the Apartment along with the irrevocable non-exclusive right to use the Project Common Areas and facilities without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through under or in trust for the Promoter till the residual period of Head Lease.
- 4.17 The Assignor and the Promoter shall, at the costs and requests of the Allottee/Assignee, execute all necessary documents as may be reasonably required for more perfectly assuring assignment of the Apartment to unto and in favour of the Allottee/Assignee.
- 4.18 The Promoter further covenants that the Project is an independent, Project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Block/Building in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/assignees of the Project and those of the other Blocks/Building comprised in the Project.
- 4.19 The Promoter further covenants that Project Common Areas shall be dedicated to and *available* only for use and enjoyment of the allottees/assignees of the Project and the Promoter (for unallotted apartments) comprised in the Project.

5. **THE ALLOTTEE/ASSIGNEE DOTH HEREBY COVENANTS WITH THE ASSIGNOR AND THE PROMOTER AS FOLLOWS:**

- 5.1 The Allottee/Assignee shall observe and perform all the terms, covenants and conditions contained in this Deed of Assignment to the extent and so far as they are applicable to the Apartment as they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 5.2 The Allottee/Assignee shall not cause nuisance or annoyance to the adjoining allottees/assignees and occupants in the Project.
- 5.3 The Allottee/Assignee shall indemnify and keep indemnified the Assignor and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed of Assignment or of these presents, which the Allottee/Assignor is required to follow in the capacity of the allottee/assignee.
- 5.4 The Allottee/Assignee shall, from the Deemed Date of Possession pay and discharge in entirety or proportionately (as the case may be) all existing and future municipal /*panchayat* rates, taxes, land revenues, assessments, impositions and

outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Allottee/Assignee or occupier thereof whether in respect of the Apartment or the Project erected thereon in accordance with the provisions of relevant laws.

- 5.5 The Allottee/Assignee shall, from the Deemed Date of Possession comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project including but not limited to the sanctioned plan and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Assignor and the Promoter saved harmless and indemnified for all losses claims and demands which the Assignors and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 5.6 The Allottee/Assignee shall, from the Deemed Date of Possession make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Allottee/Assignee shall be liable to make payments for the same to the concerned authority.
- 5.7 The Allottee/Assignee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 5.8 The Allottee/Assignee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project, without getting necessary approval from the concerned statutory authority(ies).
- 5.9 The Allottee/Assignee shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the Housing Project Area/Project Land and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway.
- 5.10 The Allottee/Assignee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and facilities, the Maintenance Charges, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed of Assignment shall be paid by the Allottee/Assignee without raising any objection thereto, within 15(fifteen) days of

demand being made by the Promoter/Association/Statutory Authorities, as the case may be and the Promoter shall not be liable for the same under any circumstance.

- 5.11 The Allottee/Assignee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Blocks/Building comprised in the Project and/or the transfer, assignment or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Blocks/Buildings.
- 5.12 The Allottee/Assignee shall on his/her own get the Apartment mutated in his/her name and/or separately assessed by the NKDA.
- 5.13 The Allottee/Assignee shall, from the Deemed Date of Possession pay all amounts and deposits that are payable by the Allottee/Assignee under this Deed of Assignment and/or which are the liability of the Allottee/Assignee under this Deed of Assignment even if the same are demanded and/or become payable subsequent to the execution of this Deed of Assignment.
- 5.14 The Allottee/Assignee shall, after the Deemed Date of Possession or after taking physical possession, as the case may be, is solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the respective Block(s)/Building(s), or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, 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 respective Block(s)/Building(s) is/are not in any way damaged or jeopardized.
- 5.15 The Allottee/Assignee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the their respective Block(s)/Building(s) or anywhere on the exterior or the common areas of the respective Block(s)/Building(s) and/or any other remaining Blocks/Buildings comprised in the Project. The Allottee/Assignee shall also not change the colour scheme of the outer walls or the walls facing common areas or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the respective Block(s)/Building(s).
- 5.16 The Allottee/Assignee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Allottee/Assignee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 5.17 The sanctioned plan has understood that the Blocks/Buildings/infrastructure and/or amenities and facilities comprised within the various Blocks/Buildings of the Project have been constructed on the basis of sanction of an integrated plan sanctioned on the area of Housing Project Area/Project Land as described above and the said plan is impartible and indivisible, subject to modifications/ revisions to the extent as may

be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/FAR granted in future in respect of the Housing Project Area/Project Land.

- 5.18 **Parking Space(s):** The Promoter has provided covered, open, mechanical open & mechanical covered parking spaces in the Project as permissible under the applicable law(s) [**"Parking Space(s)"**]. There are **248** of covered on basement level, **129** of covered on ground floor level, **55** of open on ground floor level, **84** of open mechanical and **8** covered mechanical parking spaces, in conformity with the sanctioned plan of the Project and also for the benefit of the allottees of the Project.

It is expressly clarified that the exclusive right to park vehicle in the open parking space(s), if any, shall always be treated as a part of the Project Common Areas. The Promoter, however, clarifies that earmarking, designation, and allotment of the open car parking space(s), if any, has been done by the Promoter purely as provisional basis and the final earmarking shall be subject to the decision of the Association upon formation.

6. **THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:**

- 6.1 Any relaxation and indulgence granted by the Promoter to the Allottee/Assignee shall not in any way prejudice the rights of the Promoter under the Deed of Assignment.
- 6.2 It is hereby clarified and understood by the Allottee/Assignee that in view of the fact that there is a single sanctioned plan which proposes the development of *inter-alia* residential complex namely Urvisha-The Condoville, which in turn comprises the Project along with several other Blocks/Buildings, the competent authority under the Act, has issued a block/building wise completion certificate or occupancy certificate or partial completion certificate or partial occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed the "Completion Certificate" or "Occupancy Certificate" or "Partial Completion Certificate" or "Partial Occupancy Certificate" for the Project in accordance with the Project Plan, as per the requirement of the various provisions of the Act.
- 6.3 The failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents on the Allottee/Assignee shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Assignment or the rights and obligations of the parties hereto. The Allottee/Assignee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed of Assignment executed by both parties hereto.
- 6.4 The Project Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in **Schedule-"C"**, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use

and enjoyment by the Allottee/Assignee in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/assignees/lawful occupants of other apartments and parking spaces comprised in the Project.

- 6.5 The Apartment along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. The Allottee/Assignee shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same shall be not expressly mentioned in any future conveyances or instrument of transfer.
- 6.6 The Promoter has provided connectivity of various telecom/high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement/contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and the same shall form the part of either the Project Common Areas. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts and thereafter, it may be renewed on terms and conditions as may be decided by the Association.
- 6.7 The Allottee/Assignee has obtained electricity meter with respect to his Apartments from the _____. The Allottee/Assignee shall pay the electricity bills pertaining to his/her Apartment directly to _____.
- 6.8 Diesel Generator ("DG") has been installed to provide back- up power to run basic facilities in the Project. In addition to that, DG back up facility has been made available for every apartment. The Allottee/Assignee has paid the amount for allocated DG load for its Apartment. Till the time of formation of Association and taking over the maintenance and management of the Common Areas and Facilities by the Association, in case the Allottee/Assignee requires additional DG power load in his/her/their Apartment, the extra DG power load shall be allotted upon availability and in multiples of kilowatt (KW) at the rate of Rs. 35,000/- per KW. The Allottee/Assignee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/Association, as the case may be.
- 6.9 **Maintenance of Electromechanical Multilevel Car Parking Space:** It is clarified further that in case of exclusive right to park of any Electromechanical Multilevel Car Parking Space is assigned to the allottee/assignee, the allottee/assignee will abide by the rules, regulations, terms and conditions for using such parking space. It is further clarified that the monthly/annual maintenance charges, cost towards repairs and replacement for Electromechanical Multilevel parking, if any, shall be paid by the respective allottee/assignee to the Promoter or Association, as the case may be, and the maintenance charges for the electromechanical parking would be informed in writing by the Promoter or Association as the case may be, to the allottee/assignee for regular payment thereof.
- 6.10 **Usage of Electrical Vehicle (EV) Parking Spaces:** There are dedicated spaces with EV

charging facility. The cost of electricity and related expenses will have to be borne by the allottee/assignee as and when the facility will be used by the allottee(s)/Assignee(s).

7. **DEFECT LIABILITY:**

- 7.1 It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application and Allotment Letter relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/Assignee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Assignee shall be entitled to receive appropriate compensation in the manner as provided under the Act **PROVIDED HOWEVER THAT** that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee/Assignee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 7.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee/Assignee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

8. **POSSESSION:**

At or before the execution of this Deed of Assignment, the Allottee/Assignee herein confirms that he/it has independently satisfied itself about the right, title and interest of the Promoter in the Apartment, the sanctioned plan and the constructions, including the quality and specifications thereof, the area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the Apartment development, the Project Common Areas and facilities and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed of Assignment, *khas*, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Allottee/Assignee, which the Allottee/Assignee admits, acknowledges and accepts for the residual period of Head Lease.

9. **MISCELLANEOUS:**

- 9.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed of Assignment shall be borne and paid by the Allottee/Assignee.
- 9.2 The Allottee/Assignee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Association attributable to the

Project Land in proportion to the Project Land/Housing Project Area to the Association as per the terms of this Deed of Assignment or the directions of the competent authority under real estate law or any other local law, as may be applicable.

- 9.3 The Allottee/Assignee shall pay all taxes, charges, levies and impositions payable as allottees/assignees or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Facilities, payable by the Allottee/Assignee and this liability shall be perpetual, even if not mentioned anywhere in any future transfer or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Assignment are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee/Assignee.
- 9.4 In addition to whatever has been specifically stated in Clause 5 above, the Allottee/Assignee with the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the Head Lessor as follows
- i. The Allottee/Assignee shall pay the annual Lease Rent at the token rate of **Re.1/-** (one) per annum with Taxes as applicable as mentioned above to the Head Lessor within 30th April of every financial year from the date of registration of the Deed of Assignment.
 - ii. The Allottee/Assignee shall not change the Project Land/Total Land with boundary pillars, which the Head Lessor demarcated and will keep it in good and proper condition at the cost of the Allottee/Assignee during the period of demise for easy identification of the Project Land/Total Land.
 - iii. The Allottee/Assignee shall not amalgamate the Project Land/Total Land with any other plot and/or sub-divide the Project Land/Total Land or any part thereof.
 - iv. The Allottee/Assignee after execution and registration of this Deed of Assignment, shall have the right to sub-lease/assign it's right, title and interest in the allotted Apartment, Parking Space(s), Project Common Areas and the proportionate lease hold interest in the land appertaining to its Apartment in the Project Land for the unexpired or residual period of the Head Lease.
 - v. The Allottee/Assignee shall neither make any excavation in the Project Land/ Total Land nor remove any earth/ sub soil therefrom.
 - vi. The Allottee/Assignee shall not alter the location of the sewer/water connection lines except prior approval of the Head Lessor, which shall not normally be allowed for the sake of greater interest of the Project.
 - vii. The Allottee/Assignee shall restore the Project Land to its original condition on expiration of the lease period and shall make over peaceful vacant *khas* possession of the Project Land on determination of the Head Lease and also

in this regard shall ensure that the surrounding plots of the Project Land or Total Land are not disturbed in any way. The assignees/ allottees in the Project shall be liable for all repairs and maintenance and keep the Project Land in a good condition at their own cost.

- viii. The Allottee/Assignee shall always allow any person authorized by the Head Lessor or Local Body concerned to inspect, maintain and construct/reconstruct the sewerage lines, water supply lines and storm water drains, water meters and other utility services or to do any work in connection therewith within the Project Land without any obstruction or hindrance by the Allottee/Assignee.
- ix. The Allottee/Assignee may mortgage the Apartment and proportionate lease hold interest appertaining to it's apartment in the Project Land with Reserve Bank of India/recognized Bank/Financial Institution, the consent of the Head Lessor and the Assignor is deemed to have been given.
- x. The Allottee/Assignee shall proportionately pay and continue to pay service charges to the Head Lessor or Local Body, as the case may be, for maintenance of the services within the New Town. The Head Lessor or Local Body will assess and decide upon hearing the Allottee/Assignee the periodical service charges to be paid by the Allottee/Assignee from time to time.
- xi. The Allottee/Assignee shall carry and perform all the obligations and duties covenanted herein and observe and perform all Laws, Rules and Regulations which may be required to be observed and performed by Allottee/Assignee with regard to these presents at their own costs and also in terms of the Head Lease to the extent applicable.
- xii. The Allottee/Assignee shall approach to WBSEDCL/New Town Eclectic Supply Company independently for ensuring supply of electricity in the Apartment at its own costs and expenses.
- xiii. The Allottee/Assignee shall not encroach in any manner the adjoining land/road/pathway or any part of the area beyond the Project Land. The Allottee/Assignee shall be liable to compensate for any damage caused by it directly to the infrastructural amenities or facilities of any kind provided by the Head Lessor in the entire adjoining areas of the Project.
- xiv. The Allottee/Assignee will ensure that the quality of effluents, if any, generated from the said Apartment shall conform to the norms laid down by the West Bengal State Pollution Control Board and to discharge all effluents in accordance with applicable laws, rules and regulations.
- xv. The Allottee/Assignee will take necessary precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliances which are installed in the Apartment.
- xvi. That any relaxation and indulgence granted by the Head Lessor to the Assignor or the Assignee herein shall not in any way prejudice the rights of the Head Lessor.

- xvii. That any statutory powers as may have been conferred upon the Head Lessor shall automatically apply to the Apartment and provisions in that respect shall be deemed to have been incorporated in all the documents of offer/agreement by way of reference and the Allottee/Assignee is deemed to have constructive notice thereof.
- xviii. The Allottee/Assignee is made aware that during construction of the Project or even thereafter, the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee/Assignee hereby gives their irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoter from the Allottee/Assignee thereto. Such clearance(s), if required to be taken after formation of owners' Association of the Project will be taken by the Association and the Promoter will not be required to take it thereafter.

For Ambuja Housing & Urban Infrastructure Co. Ltd.
Authorised Signatory/ies

SCHEDULE-"A"
[Housing Project Area/Project Land]

All that piece and parcel of land measuring **16789.63 Sq.mtrs.** (equivalent to **4.14 Acres**) (also equivalent to **180723.57 Sq.Ft.**), more or less, being Plot No. AF-II (Premises No. 04-0030) in Action Area-I, lying and situated in New Town, *Mouza-* Mahisgot [Presently, Hidco (Block-AF)], J.L No. 20, under Mahisbathan-II Gram *Panchayat*, Police Station: New Town (formerly Rajarhat), PIN- 700156, District: 24 Parganas (North), West Bengal and within the municipal limits of Action Area-I of New Town Kolkata Development Authority and shown and depicted in **GREEN** shade on the **Map/Plan** annexed hereto and marked as **Annexure-'I'** and butted and bounded as follows:

North : **STREET NO.0039 (12M WIDE);**
West : **STREET NO.0032(12M WIDE);**
South : **STREET NO.0037(15M WIDE);**
East : **FUTURE DEVELOPMENT.**

SCHEDULE-"B"
[APARTMENT]

ALL THAT residential Apartment No. _____ having Carpet Area of _____ Square Meter (equivalent to ___ Square Feet), along with an exclusive Balcony Area of _____ Square Meter, (equivalent to ___ Square Feet) more or less, [altogether corresponding to total super built-up area of _____ Square Meter (equivalent to ___ Square Feet) more or less], Type _____, located on _____ floor in Block No. _____ (_____), within the Project **TOGETHER WITH** exclusive right to park vehicle in [] number of Covered/ [] number of Open/ [] number of Mechanical parking space(s), each measuring _____ Square Meter (equivalent to 135 Square Feet more or less), being No(s). _____, in the _____ & _____ (Basement level/Ground floor), respectively, of the Project, as permissible under the applicable law **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Project Common Areas, parts, portions, installation and facilities of the Project in common with the remaining allottees/assignees of Project and the Promoter in respect of the unallotted apartments, if any, in the Project, more particularly described in **SCHEDULE-"C"**, hereto. The Apartment along with the exclusive balcony(ies) is/are delineated in **RED** border on the Floor Plan of Block No. _____ (_____) annexed hereto and marked as **Annexure-'II'** hereto. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed hereto and marked as **Annexure-'III'** and the Apartment is butted & bounded as follows:

East:
West:
North:
South:

SCHEDULE-"C"
[PROJECT COMMON AREAS]

1. Entry & Exit Ramp;
2. Entrance Lobby area;
3. Security room;
4. ELV Room;

5. Waiting Lounge;
6. Fire control panel;
7. Electrical panel and meter room;
8. Staff Toilet, store;
9. Passenger lifts and lobbies;
10. Staircase with lobby;
11. Corridors with refuge areas;
12. Roof area;
13. Overhead Water tank (fire and domestic);
14. Facility Block (clubhouse);
15. Central Green Space;
16. Driveways;
17. Gas bank;
18. DG set;
19. Electrical room comprising LT Panel room, transformer, RMU room;
20. Fire kiosk;
21. Underground Raw and Treated water tank area;
22. Underground Rainwater storage tank area;
23. Underground Fire tank area;
24. PHE and fire pumps and other installation rooms;
25. Infrastructure utility services;
26. OWC (Organic Waste Composter);
27. Sky garden at 4th floor of Block A (Prathama), B (Dwitiya), D (Chaturthi), E (Panchami) and 8th floor of Block A (Prathama);
28. Amenities at first floor of Block C (Tritiya);
29. The open Parking Space(s) within the Project;
30. Area for rooftop Solar panel.

SCHEDULE-"D"

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

RAC/Club Facility Building with Reception, sitting lounge Multipurpose Hall, Toilets for male& female and physically handicapped, Office, Kitchen, Gymnasium, Change Rooms, Indoor Game Room, AV room, Kids' room, Meeting room, Pantry, Utility room, Swimming pool, Splash pool, open attached terrace, Pool Table, Yoga & Meditation Deck, Tool Room.

Common landscape area with Therapeutic Garden, Sensory Garden, Green pathway, sitting benches, Skating track, Jogging track, Adda zone, Floating Planters, Pet's Park, Feature wall, Celebration Plaza, Kids' play area, Garden Pavilions, Party Lawn.

Sky Garden on level 4th,5th on Block A (Prathama), B (Dwitiya), D (Chaturthi), E (Panchami) and on level 8th,9th on Block A (Prathama) with facilities such as Sr Citizen Adda, Walk ways, gardens, Multipurpose Lawn, Decks, sitting areas, Kids play area, Graffiti Wall.

First floor of Block C (Tritiya) with sitting areas, gardens and outdoor gym.

Rooftop amenities on top of Block A (Prathama), B (Dwitiya), C (Tritiya), D (Chaturthi), E (Panchami) with facilities such as walkways, adda zones, sitting areas, barbeque area, gardens, graffiti walls, kids hobby zones.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Sub-Lease at **Kolkata** in the presence of attesting witnesses, signing as such on the day, month and year first above written.

Signed and Delivered by the **Assignor**
at Kolkata in the presence of:

Indian Craft Village Trust

1.

(Authorized Signatory)

**Ambuja Housing And Urban Infrastructure Company
Limited**

2.

Constituted Attorney to Indian Craft Village Trust

Signed and Delivered by the **Promoter** at
Kolkata in the presence of:

**Ambuja Housing And Urban Infrastructure
Company**

1.

(Authorized Signatory)

2.

Signed and Delivered by the
Allottee/Assignee(s) at Kolkata in the
presence of:

1.

2.

Drafted and prepared by:

For Ambuja Housing & Urban Infrastructure Co. Ltd.

Authorised Signatory/ies

MEMORANDUM OF CONSIDERATION

The Promoter acknowledge to have received the following amounts in full and to their satisfaction as Total Price for the Apartment:

Break-up of Total Price:	
Part I (Consideration)	
Apartment No.	
Particulars	Amounts (Rs.)
Apartment	[•]
Total	[•]
Part II (Other Charges & Deposits)	
Particulars	Amounts (Rs.)
Interim Maintenance Charge (equivalent to 1 (one) year Maintenance Charges)	[•]
Maintenance Security Deposits equivalent to 2 (two) years' Maintenance Charges	[•]
Maintenance Corpus/Sinking Fund @50/- per sq.ft.	[•]
Documentation Charges	[•]
DG Charges	[•]
RAC Membership Charges	[•]
Reticulated Gas Connection Charges	[•]
RAC Annual Subscription Charges	[•]
Total	[•]
Taxes	[•]
Grand Total (Part I + Part II + Taxes)	[•]

For Ambuja Housing & Urban Infrastructure Co. Ltd.


Authorised Signatory/ies