

***DRAFT WITHOUT PREJUDICE***

*All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.*

**DEED OF ASSIGNMENT**

**THIS AGREEMENT** is made at HOWRAH on this \_\_\_\_\_ day of \_\_\_\_\_, **Two Thousand Twenty\_\_ (202\_)**.

**BETWEEN**

**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, [PAN. AACCD9800E]** (formerly known as Drashti Developers Private Limited), a “Private Limited Company” within the meaning of the Companies Act, 2013 (Act 18 of 2013), having its Registered Office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai 400 005 and having one of its Regional Offices at P.S Srijan Corporate Park, Unit 903, 9<sup>th</sup> Floor, Tower – I, Plot No. G2, Block – GP, Sector – V, Salt Lake City, Kolkata – 700 091 and also having its Site Office at Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403 (hereinafter referred to as “**JSHPL**”/“**the Company**”/“**First Assignor**” which term or

expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its successors and permitted assigns) of the **First Part**.

AND

**KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED** [PAN. AACCK4887A], a “Private Limited Company” within the meaning of the Companies Act, 2013 having its Registered Office at “Vichitra”, Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road Crossing, NH6, Howrah – 711403, having represented by its Constituted Attorney Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited) in pursuance of a Registered Power of Attorney dated 27<sup>th</sup> day of November, 2013 (hereinafter referred to as “KWICPL”/“**the Confirming Party**”/“**Second Assignor**” which term or expression shall unless it be repugnant to the subject or context thereof be deemed to mean and include its successor or successors) of the **Second Part**;

AND

1) \_\_\_\_\_, [PAN. \_\_\_\_\_], [AADHAR No. \_\_\_\_\_], wife/son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, by faith- \_\_\_\_\_, by Occupation- \_\_\_\_\_, and 2) \_\_\_\_\_, [PAN. \_\_\_\_\_], [AADHAR No. \_\_\_\_\_], wife/son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, by faith- \_\_\_\_\_, by Occupation- \_\_\_\_\_, both are residing \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ (hereinafter jointly referred to as “**the Allottees**”/ “**Assignee**”) which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **Third Part**;

**WHEREAS:**

1. By a Deed of Lease dated 10<sup>th</sup> November, 2006 (hereinafter referred to as “**Parent Lease Deed**”) made between Kolkata Metropolitan Development Authority (“**KMDA**”) therein referred to as the Lessor of the First Part, Kolkata West International City Private Limited (KWICPL), therein referred to as the Lessee of the Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) (“**GOWB**”) therein referred to as the Confirming Party of the Third Part, and registered at the Office of the Additional Registrar of Assurances at Kolkata under Serial No.17015 for the year 2006, KMDA granted in favor of KWICPL a lease for 999 years commencing on and from the 10<sup>th</sup> day of November, 2006 in respect of all that the piece and parcel of land admeasuring 77.01 Acres or thereabouts situated at Mouza Salap, Tentulkuli, Pakuria, Baltikuri, Khalia and Kona in the District of Howrah, together with all rights, easements and appurtenances thereto subject to the payment of the rents therein reserved and performance and observance of the covenants on the part of the Lessee therein to be performed and conditions therein contained, more particularly described in the Schedule thereunder (“hereinafter referred to as “**the Demised Larger Land**”);
2. In terms of the Parent Lease Deed, KWICPL, is entitled to grant Sub-Lease and/or Under-Lease of any portion of the Demised Larger Land and Building to be constructed thereon.
3. KWICPL has started developing a Commercial-cum-Commercial Township in phases named as “Kolkata West International City” (hereinafter referred to as “**the Township**”) as per the Master Plan sanctioned and approved on 21<sup>st</sup> September 2005 and revised Master Plan sanctioned and approved on 12<sup>th</sup> June 2013 and further revised Master Plan sanctioned and approved on 1<sup>st</sup> October 2015.
4. Joyville Shapoorji Housing Private Limited, [formerly known as Drashti Developers Private Limited (DDPL)], is engaged *inter alia* in the business of building constructing, altering, acquiring, designing, erecting, establishing, equipping, developing, reconstructing, renovating, remodeling, rebuilding, undertaking, assisting, maintaining, managing, buying, selling, investing, leasing, letting on hire, commercializing, handling, controlling and acting as builders, civil engineers, architectural engineers, interior decorators, consultants, advisors, agents, brokers, supervisors, administrators,

contractors, subcontractors, turnkey contractors, managers and dealers in all type of properties, real estate, buildings and structures including houses, Units, bungalows, Commercial township and projects, commercial complexes, offices etc.

5. By an Agreement to Sub-Lease dated 27<sup>th</sup> day of November, 2013 registered at the Office of the District Sub-Registrar, Howrah and recorded in Book No. I, CD Volume No.35, Pages from 2373 to 2414, Being No.10427, for the year 2013 (hereinafter referred to as **“the Agreement for Sub-Lease”**) as modified by Declaration dated 24<sup>th</sup> April, 2014 registered at the Office of the District Sub-Registrar, Howrah and recorded in Book No.4, CD Volume No.1 Pages from 5509 to 5516, Being No.00445, for the year 2014 (hereinafter referred to as **“the Declaration”**) and made between KWICPL, as the Sub-Lessor and DDPL, as the Sub-Lessee, KWICPL has agreed to sub-lease on the terms and conditions therein contained., a part of the Demised Larger Land admeasuring 30.385 (Thirty Point Three Eight Five) Acres or thereabouts (hereinafter referred to as **“the said Land” / “said Property”**) situate, lying and being at Mouzas Baltikuri, Pakuria and Khalia, District Howrah, West Bengal and more particularly described in **Part I of the First Schedule** thereunder written together with the multistoried buildings constructed/to be constructed thereon and other structures by utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet [hereinafter collectively referred to as **“the Building(s)”**]. The said Land and the Building(s) to be constructed thereon are hereinafter referred to as (**“Joyville Project”**).
6. In terms of the Agreement for Sub-lease as modified by the Declaration, JSHPL is entitled to transfer, assign and /or mortgage all its rights under the said Agreement for Sub-Lease including its rights to built-up area constructed utilizing development potential arising out of FAR of 36,00,000 (Thirty Six Lac) Square Feet in respect of the said Property or any part thereof, to any third party for the unexpired residual term of 999 years which has commenced from 10<sup>th</sup> November, 2006. A few of the relevant clause of the said Agreement for Sub-Lease is reproduced herein below :-

*“Clause 3 (f) - The Sub Lessee shall be entitled to further sub-lease the said Property or any portion thereof and shall also be entitled to transfer in any manner including by way of assignment, sub-lease, mortgage and/or otherwise howsoever its interest under the deed of sub-lease in relation to the said Property or any part*

*thereof including in the structures constructed/to be constructed on the said Land, to any third party and the Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively sub-lease/assign/mortgage the said Property or part thereof and shall execute a power of attorney in favor of the Sub Lessee to appropriately secure this obligation.*

*Clause 3 (g)-In the event the Sub Lessor executes the sub lease in favor of the Sub Lessee as per the terms of this Agreement, the Sub Lessee shall be deemed to have been put in physical possession of the Property.*

*Clause 3 (j)-The Sub Lessee shall be entitled to transfer or assign or mortgage all its rights under this Agreement (including its rights to build up areas constructed utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet in respect of the said Property or any part thereof, to any third party or to its associates/affiliates without obtaining the previous consent of the Sub Lessor. The Sub Lessor shall perform all acts, things, matters and deeds as are required by the Sub Lessee to effectively transfer including by way of assignment or mortgage such interest and shall execute a power of attorney in favor of the Sub Lessee to appropriately secure this obligation. Upon the Sub Lessee informing the Sub Lessor of such transfer/assignment of its rights and interests under this Agreement, the Sub Lessor shall take note of the same and recognize the transferee to be the transferee/assignee, as the case may be, without demanding any premium or consideration whatsoever. The Sub Lessee shall inform the Sub Lessor of the transfer or assignment of its rights under this Agreement.”*

7. JSHPL has fully paid the lease rent and the lease premium payable under the said Agreement for Sub-Lease for the said Property to KWICPL. By declaration dated 6<sup>th</sup> January 2016 KWICPL has declared and confirmed the receipt of the rent and the lease premium and discharge JSHPL from the payment of the same or any part thereof. However, the development cost of the said Property is being borne and paid by KWICPL.
8. By a Power of Attorney dated 27<sup>th</sup> November, 2013 KWICPL has empowered JSHPL inter alia, to execute Agreements / Agreements for Transfer / Leave And License

Agreement(s) / Mortgage Deeds / Assignment Deeds / Memorandum of Understanding / Agreement of Sub-Lease / Sub-Lease Deeds / Power of Attorney / Declaration / Affidavit and Indemnity Bonds and all other Agreements and documents in the joint names of KWICPL and JSHPL or otherwise as may be necessary to assign JSHPL's interest under the said Agreement and/or sell/lease/let/license/mortgage or otherwise dispose of the said Property or parts thereof including the built-up area constructed on the said land or re-possess premises given on tenancy / license basis in the said Property and to receive the sale price / rent / license fees/lease premium and other Consideration Amounts from the Allottee(s)/tenant(s)/lessee(s)/licensee(s) and to issue valid and effective receipts for the same to the Allottee(s)/tenant(s)/lessee(s)/licensee(s). The Power of Attorney as aforesaid, was registered at the Office of the District Sub-Registrar, Howrah, in Book No. I, CD Volume No.35, Pages from 2415-2428, Being No.10428, for the year 2013.

9. Appropriate Resolutions were passed for change of name from Drashti Developers Private Limited (DDPL) to **“Joyville Shapoorji Housing Private Limited”** vide Extra Ordinary General Meeting dated 7<sup>th</sup> September, 2015 and change of name as aforesaid, was approved by the Registrar of Companies, Mumbai, on an application made by the Company to it and accordingly, “Fresh Certificate of Incorporation Pursuant to Change of Name” was issued by the concerned Officer of the Registrar of Companies, Mumbai, on 15<sup>th</sup> October, 2015.
  
10. It is inter alia, agreed that Joyville Project is being developed and promoted by KWICPL through JSHPL (hereinafter collectively referred to as **“the Promoter”**) in multiple/different phases (including the said Commercial Project) and accordingly, handover of possession will also be phase-wise. This Deed is specifically for the purposes of assignment of the said Unit (as hereinafter defined) and related rights thereof in the phase consisting of ground plus 2 floors of sanctioned as Commercial (Retail) building having RERA registration No. \_\_\_\_\_ and named as “Joyville Park Street” (**“said Commercial Project”** / **“said Project”**) constructed in land forming part of the said Property as more fully described in **Part II of the First Schedule** hereunder written (hereinafter referred to as the **“Specified Land”**).

11. JSHPL has appointed Shapoorji Pallonji Real Estate Private Limited (SPRE) as 'Development Manager' for managing the development including supervision, marketing and sales management of the said Project constructed on the said Specified Landas per mutually agreed terms.
12. By Trade License Agreement dated 28-10-2015 Shapoorji Pallonji And Company Pvt. Ltd., has granted the Promoter license to use the trademark of Shapoorji Pallonji and Company Pvt. Ltd., on the terms and condition contained therein.
13. By an Agreement dated 31<sup>st</sup> October 2015 made between KWICPL and JSHPL, JSHPL in consideration therein mentioned has agreed to:
  - (a) assist and participate in the development of Joyville Project.
  - (b) co-ordinate with the third-party consultants and to be responsible for landscaping, mechanical, electrical and interior design scheme.
  - (c) to monitor and supervise construction activities.
  - (d) to appoint inter alia, contractors, architects, consultants for the purpose of construction and development of Joyville Project.
  - (e) to raise funds by way of loans and/or advances and to secure such loans and advances is empowered to create a charge/mortgage/encumbrance in respect of Joyville Project or any part thereof.
14. By virtue of the registered Agreement for Sub-Lease and Power of Attorney both dated 27<sup>th</sup> day of November, 2013 JSHPL is inter alia, empowered to transfer, sub-let, sub-lease, assign its right, title, interest over and in respect of the units in the said Commercial Project and to enter into, inter alia, Agreement for Allotment, Agreement for Transfer, Leave And Licence, Assignment Deed, Sub-Lease Deed in respect of the Units pertaining to the said Commercial Project together with the right to use open-four wheeler parking spaces and to receive the Consideration in respect thereof.
15. JSHPL took possession of Joyville Project pursuant to the terms of the Agreement for Sub-lease, and has commenced and concluded the development of the said Commercial Project, which has been named by JSHPL and is now known as "Joyville Park Street" and has completed the said Project consisting of ground plus 2 floors and the Assignee applied for allotment of a Unit together bearing No. \_\_\_\_\_ admeasuring

\_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor in the said Project, together with the exclusive right to use \_\_\_\_\_ Open- Four Wheeler Parking space, for the said unexpired residuary lease period of 999 years and pursuant thereto, JSHPL allotted the same to the Assignee subject to the terms and conditions as contained in the said Letter of Allotment and the Agreement for Allotment and as briefly described and set out in the **First Exhibit** herein.

16. The Assignee in the meantime, has inspected, scrutinized and is satisfied with the title of the First Assignor and the Second Assignor in the said Project , the copy(ies) of the plans of the Layout as approved by the concerned Local Authority, and/or the authenticated copies of the plans of the Layout as proposed by the First Assignor and the Second Assignor and thereafter, an **Agreement for Allotment** has been entered into by and between JSHPL, KWICPL and the Assignee herein pursuant to which, the Assignee has agreed to inter alia, take on assignment Unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor in the said Project, together with the exclusive right to use \_\_\_\_\_ Open Four Wheeler Parking space, as described in the **Second Schedule** hereunder written (therein and also hereinafter collectively referred to as “**said Unit**” / “**said Shop**”) and the Assignee therein referred to as the Allottee has agreed to take by way of transfer and/or assignment of the said Unit for the Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ). The nature, extent and description of the common areas and facilities in relation to the said Unit are more particularly described in the **Third Schedule** hereunder written (“**Common Areas and Facilities**”).
17. The Assignee has also agreed to acquire the exclusive right to use parking space(s) more fully described in the Second Schedule hereunder written.
18. JSHPL for itself and on behalf of KWICPL is entitled to assign all its leasehold right, title interest whatsoever in respect of the said Unit including the proportionate interest in the common areas and/or portions pertaining thereto, to the Assignee free from all encumbrances.



19. The said Unit and the Parking Space comprised in the said Project which has been allotted to the Assignee under the Agreement for Allotment dated \_\_\_\_\_ is now complete in all respects and accordingly, the Assignor/s have received the Occupancy Certificate from the concerned authority, in respect of the said Unit.
20. The Assignee also has in the meantime made full payment of the Consideration Amount as per the Payment Plan as set out in the \_\_\_\_ Schedule of the Agreement for Allotment thereunder written.
21. The First Assignor declare and confirm that the said Unit and the Parking Space are now free from all encumbrances and charges subject to the residuary right of the original Lessor and/or the Sub-Lessor and has agreed to execute a Deed of Assignment, being these presents, in favor of the Assignee in the manner hereinafter appearing.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Definitions and interpretation**

In this Deed, unless the context otherwise requires capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed. All capitalized terms used but not defined hereunder shall have the meaning ascribed to them under the Agreement of Allotment.

2. **Consideration and Assignment**

- 2.1 In consideration of the Assignee having paid and discharged the total consideration amount for the said Unit in terms of the Agreement for Allotment and the terms hereof, subject to applicable TDS, (hereinafter referred to as “**the Consideration**”) to JSHPL on or before execution of these presents, the receipt whereof JSHPL doth hereby admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Assignee, which said Unit and the parking space are more fully described in the **Second Schedule** hereunder written, the Assignors do and each of them doth hereby transfer, assign and assure and confirm unto and in favor the Assignee all their proportionate respective leasehold right, title, interest whatsoever under the Parent

Lease Deed and the Agreement for Sub-Lease referred to above, as the case may be, in respect of Unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor in the said Project, together with the exclusive right of use of \_\_\_\_\_ Open- Four Wheeler Parking space comprised in said Project, more fully described in the **Second Schedule** hereunder written (the said Unit and the Parking Space are hereinafter collectively referred to as “**the said Unit**”) for the unexpired residual term of 999 years which has commenced from 10<sup>th</sup> November, 2006 under the Parent Lease Deed/Agreement for Sub-Lease together with the undivided proportionate share in the common parts and common areas of the Building comprised in said Project as more fully described in **Part-I of the Third Schedule** hereunder written and also with the rights of user of the common parts, common areas as also certain other facilities and amenities as specified in **Part-II of the Third Schedule** in common with other Unit holders of the said Project named “**Joyville Park Street**” for the beneficial use and enjoyment of the said Unit during the continuance of the lease period subject to the provisions contained therein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/acquisition/requisition proceedings and all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Assignors in respect of the said Unit **TO HAVE AND TO HOLD** the said Unit hereby transferred and/or assigned to and unto the use of the Assignee **SUBJECT TO** the conditions as contained in the Parent Lease Deed and the Agreement for Sub-Lease and also subject to the assignee’s **paying and discharging** taxes and impositions on the said Unit and the common expenses as are mentioned in the **Fourth Schedule** hereunder written and all other outgoing in respect of the said Unit and the said Parking Space and the maintenance charges thereof **AND ALSO SUBJECT** to the First Assignor’s and the Second Assignor’s right to commence, continue and complete construction of Joyville Project **AND ALSO SUBJECT** to the residual right of the Government of West Bengal, as the Owner of the Demised Larger Land (hereinafter referred to as “**the Superior Lessor**”).

2.2 The Promoter makes it abundantly clear to the Allottee/s that he/she/them/it shall be entitled to the said Unit and related rights thereof subject to the following:

- a) It is clearly understood and agreed by the Allottee/s that even if the general commonly used areas and facilities within the said Project are included herein, the right of the Allottee/s to use such Common Areas and facilities shall always be subject to the timely payment of maintenance charges as may be levied by JSHPL and/or after the handover of the said Project, as may be levied by the maintenance agency or the Association, as the case may be. The Common Areas Maintenance Charges shall be increased on account of any increase in power tariff, fuel rates, wage enhancement, AMCs, insurance, consumables, plant and machinery

expenses or any other input/s of maintenance and repair activities carried out by the Promoter or its nominated agency(ies), as the case may be. The Common Areas Maintenance Charges, in case of substantial increase in power tariff, diesel rate, daily wages and other inputs of maintenance may undergo interim increase before the scheduled yearly increase. It is hereby agreed that the Allottee shall be bound to pay any increased maintenance charges in a time bound manner as and when demanded by the Promoter or its nominated agency or the Association.

**b)** The Allottee shall be liable to bear and pay the following common maintenance charges (“CAM”):

- a. Retail Building BCAM;
- b. Retail Building CCAM;
- c. Additional parking area CAM for allottees who have opted for dedicated car parking space;
- d. Joyville Project Apex Association level CAM for shared utilities;
- e. KWIC Township CAM.

Incase the Allottee fails to pay the dues in a time bound manner (30 days from the date of bill), the Promotor shall be entitled to charge and levy a penalty of late payment by the way of compound interest at the rate of 18% per annum on the outstanding balance amount from due date. If the same continues to remain unpaid for a span exceeding 90 days from the date of bill, the Promotor shall on immediate basis, be entitled to stop/curtail certain services to such allottees in addition to its other rights and remedies including a claim for damages. Any such curtailment of services shall not entitle the concerned allottee to seek rebate or concession in the CAM charges and he/she/they shall be liable to pay the requisite CAM charges. Further, if the non-payment continues for 120 days from date of billing, the Promotor shall continue to charge interest and deny services and shall also initiate legal proceedings as may be advised by their legal counsel. The current CAM charges are on estimate basis and may be changed at the discretion of the of promotor without any prior consent. Any cost decision from maintenance perspective shall not require any prior consent

**c)** Use of DG – It is to be noted DG backup has been provided for common area as well as internal units. The common area usage shall be a part of regular CAM bill. However, there shall be a metering system defined to assess the usage for individual units. The same shall

be billed by promotor/AOA to the unit owner separately. This bill shall be in addition to the CAM bill and shall be paid within 7 days from date of bill. Any non payment beyond 7 days shall entitle promotor/AOA to cut off the DG backup to the said unit. The overall AMC, insurance, compliances of the DG shall be a part of CAM charges and shall be payable by the unit owners.

- (i) The Promoter hereby clarifies that the Allottee/s shall have rights only with respect to the Car Parking Space(s), and over and above that, shall not be entitled to claims any rights, titles or privileges with respect to any open parking space within the said Project. It is made abundantly clear and agreed by the Allottee/s that no other land/basement/car parking spaces is/are forming the subject matter or part of this Deed.
  - (ii) The Allottee/s confirms and represents that JSHPL has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee/s shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities other than those provided in this Deed; nor has he/she/they/it made any payment to JSHPL for any such lands, buildings, common areas, facilities and amenities.
  - (iii) It is hereby understood and agreed by the Allottee/s that the Common Areas and Facilities within the said Project (excluding designated parking areas) are for common use of occupants of the said Project. However, the Allottee/s right to use such Common Areas and Facilities shall be limited to the areas within the Project, which shall be included in the declaration as may be filed or already filed by the Promoter in terms of the West Bengal Apartment Ownership Act, 1972 and the Allottee/s hereby agrees that such declaration shall be binding upon the Allottee/s. The Allottee/s has assured the Promoter to faithfully abide by such declaration. The Common Areas and Facilities within the Project shall be available for use by the Allottee/s subject to the timely payment of the requisite maintenance charges in accordance with the terms of this Deed and in the event of failure to pay maintenance charges as prescribed herein, on or before due date, he/she/they/it shall not have the right to use such Common Areas and Facilities. It is to be noted that the allottees of the retail units in the Project shall not be allowed to use the Joyville residential phases/projects related amenities such as playcourts, clubhouse, multi level carparking, landscaped area and gardens, etc., meant for the common use of the residential allottees.
- 2.3 The Allottee agrees and undertakes, not to do any structural change to the said Unit including of the nature which may in any way directly or indirectly impact the structure of the said Project.

- 2.4 The Allottee/(s) is/are aware that Allottee (s) shall have no right to use the Club House and the amenities and facilities being developed in the other projects / development on the Larger Land, which shall be for the exclusive use of the allottees of residential units in the Larger Land. The Allottee (s) further agrees and understands that the Allottee shall have a right to use the Common Areas and Facilities immediately appurtenant to the said Project.
- 2.5 The Allottee agrees that entry of any person not being an apartment / unit holder in the said Project shall be governed by rules and regulations framed by Promoter / Association(s) in this regard. The Allottee agrees to abide by and follow all the rules and regulations as laid down by Promoter / Association(s) in this regard and also for functioning of commercial/retail shops/units, such as rules for unloading of goods/stock/material for the shops/units including but not limited to specific timings for entry and exit of vehicles of suppliers, use of specific gate for entry & exit of vehicles, making of gate pass/ identity cards for staff of the Allottee (s), etc.
- 2.6 The Allottee/(s) have been informed and acknowledge that there are certain underground service lines/utilities including but not limited to pipes, electrical cables, etc., passing through the Specified Land of the said Project, which caters to the residential development of the Larger Land. Certain common amenities and facilities such as fire fighting systems and pumps and water treatment plant shall be used and shared in common, including costs of use, service and maintenance thereof, by the allottees of the said Project with the residential Joyville Projects.
- 2.7 The Allottee/(s) agree(s) and undertake(s) that he/she/they/it shall not without the written permission of JSHPL / Association(s) make any additions or alterations in the aforesaid utility services or cause any damage to or nuisance to the utility services.
- 2.8 The Allottee/(s) shall under no circumstances object or obstruct the Promoter or anyone claiming through the Promoter to the easement rights of passage of the utility services under the ground of the Specified Land.
- 2.9 The Promoter / maintenance agency/ Association(s) shall have rights of access to the said Unit, Common Areas and facilities, for providing necessary maintenance services or to carry out any repairs, to the said Unit and / or to any other portion within the said Project. The Allottee agrees to permit the Promoter / maintenance agency/ Association (s) to enter into the said Unit after giving due notice and entering the said Unit during the normal working hours, unless the circumstances warrant otherwise, for the said purposes of repairs and maintenance.

### **3. Handover of the said Shop/Unit**

- 3.1 That the said Shop/Unit has been handed over to the Allottee/s for commercial/retail use and occupation and the Allottee/s hereby confirms taking over the said Shop/Unit for the said use and occupation from the Promoter after satisfying himself/herself/themselves that the construction is in accordance with the drawings, designs and specifications and installations therein, if any, are in good order and condition and that the Allottee/s has/have no complaint or claim, in respect thereof or any item of work, material, quality of work, installations (if any) etc., therein.
- 3.2 The Allottee/s shall not use the said Shop/Unit for any purpose other than as provided herein and shall not use in a manner that may cause nuisance or annoyance to occupants of other premises in the Project or for any illegal or immoral purpose or to do or suffer anything to be done in or around the premises/units over, below, adjacent to the said Shop/Unit or anywhere in the Project or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee/s hereby agrees/indemnifies and always keep indemnified any person or party against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas banks etc. for which the Allottee/s shall be solely responsible. If the Allottee/s uses or permits the use of the said Shop/Unit for any purpose other than commercial/retail, then the Promoter shall be entitled to take such action as it may deem fit. The Allottee/s shall strictly adhere to the business/operating hours as may be determined by the Promoter/its nominee/s from time to time and are subject to statutory guidelines issued by the concerned authorities. The Allottee/s understands and confirms that the use for which the said Shop/Unit is purchased shall not be altered and any change in the specified use shall be treated as a breach of this Deed entitling the Promoter to levy penalty in respect thereof.
- 3.3 That the Allottee/s agrees and confirms that he/she/them/it shall be solely responsible to maintain the said Shop/Unit at his/her/its own cost and shall not do or suffer to be done anything in or to the Project, or the said Shop/Unit, or the staircases, lift (if applicable and so provided), common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the said Project or pertaining to the Joyville Project /other buildings therein, is not in any way damaged or jeopardized. The Allottee/s shall also not change the colour scheme of the outer walls or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the said Shop/Unit or place any heavy material in the common passages or staircase of the Project. The Allottee/s shall also not remove

any load-bearing wall of the said Shop/Unit. The non-observance of the provisions of this clause shall entitle the Promoter or the maintenance agency or Association to enter the said Shop/Unit, if necessary, and remove all non-confirming fittings and fixtures at the cost and expense of the Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 3.4 The Allottee/s confirms that it has full knowledge of all applicable laws with respect to the use of the said Shop/Unit within the said Project. That the Allottee/s hereby undertakes that he/she/they/it shall comply with and carry out from time to time after he/she/they/it has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any Governmental Authority in respect of the said Unit at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 3.4 The Allottee hereby consents and permits the Promoter to make changes in any units within the Project including combining of two or more adjacent units, make or provide for an additional entry/exit point(s) in any unit and shifting of walls of any units.

#### **4. Government taxes and other charges**

- 4.1 That the Allottee/s undertakes to pay directly (or if paid by the Promoter then reimburse to the Promoter on demand), Government rates, property taxes, ground rent, vacant land tax, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the transfer of the said Shop/Unit as assessable/applicable from as mentioned in **Item No. 13 of the FIRST EXHIBIT** and the same shall be borne and paid by the Allottee/s.
- 4.2 The Allottee/s shall be liable to pay from as mentioned in **Item No. 13 of the FIRST EXHIBIT** (i.e. the date of his/her/its application for allotment) house-tax/property-tax, ground rent, vacant land tax, firefighting tax or any other fee or cess as and when levied by a local body or authority and if the said Shop/Unit is not separately assessed to such taxes, fee and cess, the same shall be paid by the Allottee/s in proportion to the Carpet Area.
- 4.3 These taxes, fees, cess, Other Charges etc. shall be paid by the Allottee/s irrespective of whether the maintenance is carried out by the Promoter/ its nominee or any other body or Association (s).
- 4.4 That the Allottee/s shall bear all expenses for the execution and registration of this Deed including cost of stamp duty, registration and other incidental charges. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along

with consequent penalties/deficiencies as, may be levied in respect thereof, shall be borne by the Allottee/s exclusively and the Promoter accepts no responsibility in this regard.

- 4.5 Non-payment of any of the amounts mentioned in this Clause 4 shall automatically result on creation of charge over the said Shop/Unit in favour of the Promoter and the Promoter shall have the right to recover the amount as it deems fit.
- 4.6 The Allottee(s) shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances as mentioned in **Item No. 14** of the **FIRST EXHIBIT** within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.

**5. Formation of Association of Allottees of Shops/Units and maintenance by the Promoter till handover of management to the Association(s).**

- 5.1 The Allottee understands and agrees that the Promoter may, as may be required under Applicable Laws or as may be deemed necessary by the Promoter for smooth functioning and maintenance of the Project, form a separate Association of shops/units allottees for the said Project (“**said Association**”). The said Association shall be formed for the purposes of maintenance, repair, management and administration of the Project under the Applicable Laws. Further, in case the Promoter forms separate associations for other residential towers or group of towers on the Larger Land, the Promoter may form an apex body/apex association (“**Apex Association**”) over and above all associations including the said Association.
- 5.2 That the Allottee/s shall join the said Association as may be formed by the Promoter for the benefit of and on behalf of the allottees of the said shops/units and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Promoter for the purpose. An application form for enrolling the Allottee/s shall be signed by the Allottee/s as and when asked for the same by the Promoter.
- 5.3 The Promoter/its nominee/s shall manage the Project till the creation of the said Association and thereafter shall handover the management and operations of the Project from the Promoter/its nominee/s to the said Association.
- 5.4 Till the handover of the management of the Project to the Association, the Allottee/s is liable to pay to the Promoter, the following charges, including the taxes and levies in relation thereto, which shall be adjusted from the Interest free Advance Maintenance Charges deposited with the Promoter:



- (i) Open area operation/maintenance charges: These relate to operation and maintenance of open spaces within the Project such as maintenance of compound wall, landscaping, electrification, sewerage, roads, paths and other services etc.
- (ii) Common area operation/maintenance charges: These relate to operation and maintenance of common areas, lift, fire-fighting equipment and other common facilities inside the Project.
- (iii) Operation and maintenance of services located in the Project: These shall inter-alia relate to operation and maintenance of the common services and facilities.
- (iv) Operation and maintenance of all equipment including sub-stations connected with the supply of electrical energy to all units holders in the Project.
- (v) Security services for the common areas in the Project.
- (vi) Any other services as may be required as exclusive services by the Allottee/s or as common services by the Allottee/s along with other users, as may be required from time to time.
- (vii) The Allottee/(s) shall also be liable to pay per month the proportionate Maintenance Charges of the certain common utilities like sewerage, drainage, fire-fighting, water supply utilities services, etc., (as the case may be) which may be common for the entire Joyville Project and may have to be shared with the residential towers of the Joyville Project and as may be determined and levied by the Promoter, the maintenance agency and/or the Apex Association.

5.5 Non-payment of any of the amounts mentioned in this Clause shall automatically result on creation of charge over the said Shop/Unit in favour of the Promoter and the Promoter shall have the right to recover the amount as it deems fit.

5.6 In addition to the Promoter's/its nominee/s rights of unrestricted usage of all Common Areas and facilities of the Project for providing necessary maintenance services, the Allottee/s agrees to permit the Promoter/its nominee to enter into the Project/said Shop/Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in the other premises in the Project. The Allottee hereby agrees and acknowledges that the Promoter shall have the sole right to use or permit

the use of terrace for such purposes as the Promoter may deem fit given the commercial/retail nature of the said Project and as may be permitted.

- 5.7 In order to secure due performance of the Allottee/s in paying promptly the maintenance bills and other charges as provided under this Clause, the Allottee/s agrees to deposit and to always keep deposited with the Promoter/its nominee/s, an Interest free Advance Maintenance Charges as mentioned in **Item No. 15 of the FIRST EXHIBIT**, per square meters, which can be increased depending on the future maintenance cost. In case of failure of Allottee/s to pay the maintenance bills, other charges on or before the due date, the Allottee/s, in addition to permitting the Promoter/its nominee/s to deny him/her/it the right to avail the maintenance services, authorizes the Promoter/its nominee/s to adjust the amount of the default from the amount of maintenance security deposited in pursuance of the terms this Clause. If due to such adjustments, the amount of maintenance security is likely to fall below the due amount, then the Allottee/s hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand by the Promoter/its nominee/s. The Promoter/its nominee/s reserve the right to increase the maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Allottee/s agrees to pay such increases within 15 days of demand by the Promoter/its nominee/s. If the Allottee/s fails to pay such increase in the Interest free Advance Maintenance Charges or to make good the shortfall as aforesaid on or before its due date, then the Allottee/s authorizes the Promoter/its nominee/s to stop maintenance services to the said Shop/Unit without any further notice. It is made specifically clear and it is so agreed by and between the Parties that the Interest free Advance Maintenance Charges as stipulated in this Clause shall survive the conveyance of title in favour of the Allottee/s and the Promoter shall have first charge/lien on the said Shop/Unit in respect of any such non-payment of shortfall/increase, as the case may be.
- 5.8 The Promoter/its nominee/s shall, at its sole discretion, have the right to refund/offer to refund Interest free Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee/s at any time upon execution of this Deed and thereupon the Promoter/its nominee/s shall stand completely absolved/discharged of all its obligations and responsibilities concerning the maintenance security, including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee/s on account of the same.
- 5.9 The Promoter or operation/maintenance agency or the Association may, amongst other actions which may be taken by them at their sole discretion, also be deemed to have the right to restrict entry of unlawful or unauthorized entrants/ peddlers/s, etc. timings of entry in the Project/Complex to avoid chaos, confusion, vandalism, overcrowding, etc. and for security reasons.

## **6. Other facilities and amenities at the Project**

- 6.1 **Power back-up may be provided subject to timely payment of maintenance charges for the Common Areas and the Unit.** It is specifically made clear to the Allottee/s that in the event of non-payment of electricity charges as billed, the Promoter/its nominee/s shall have the right to disconnect such supply of electricity without any notice.
- 6.2 While the Promoter has provided for electric wiring and electrical connectivity to the entire Project (including the Shop/Unit), if the Promoter/its nominee/s decides to apply for, and thereafter receives permission from the concerned Governmental authority, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee/s undertakes to pay on demand to the Promoter/its nominee/s, proportionate share, as determined by the Promoter/its nominee/s, of all deposits and charges like fixed connection charges, advance consumption deposit, expenditure on independent feeder, share cost of appropriate capacity of sub-station etc. paid/payable by the Promoter/its nominee/s, failing which the same shall be treated as unpaid portion of the total price payable by the Allottee/s for the said Shop/Unit. Further in case of bulk supply of electricity energy, if obtained by the Promoter/its nominee/s, the Allottee/s agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee/s's rights to apply for individual/direct electrical supply connection directly from the concerned Governmental authority. The Allottee/s agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter from time to time.
- 6.3 If any facilities, plant and machinery within the Project require replacement, up-gradation, additions, etc. the cost thereof shall be contributed by all the Allottees proportionately, including the Allottee/s, in the Project on pro-rata basis. The Promoter/Association/Apex Association, as the case may be, shall have the sole authority to decide the necessity of such replacement, up-gradation, additions, etc. including its timings or cost thereof.
- 6.4 The service areas located within the Joyville Project/said Project have been earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, firefighting systems and pumps and equipment etc. and other permitted to uses as per zoning plans/ building plans. The Allottee/s shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Promoter/its nominee/s and its/their employees for rendering maintenance services. Any violation of this condition shall be a breach of this Deed by the Allottee/s.
- 6.5 The Allottee/s shall have no objection to the Promoter making any alterations, additions, improvements or repairs whether structural or non-structural, interior or

exterior, ordinary or extraordinary in relation to any unsold premises within the Project, subject to Applicable Laws.

- 6.6 The Allottee/s hereby agrees that he/she/them/it shall not interfere in the manner of booking, allotment and finalization of booking of the other Shop/Units in the Project or in the construction, operation and management of such Shop/Units.
- 6.7 The Allottee/s agrees and confirms that the Promoter shall have the right to make additions to or put up additional structures in/upon the Joyville Project/said Project as may be permitted by the competent authorities, subject to Applicable Laws. The Allottee/s agrees that the Promoter, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/story(ies) with the existing electric, water, sanitary and drainage sources within the Joyville Project. The Allottee/s further agrees and undertakes that he/she/them/it shall not object to the Promoter constructing or continuing with the construction of the other building/blocks outside/adjacent to the Project or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Promoter, on the ground that the infrastructure required for the Project is not yet complete.

## **7. Miscellaneous**

- 7.1 That all the terms and conditions of the Shop/Unit Allotment Agreement shall be deemed to have been incorporated in this Deed save and except those terms and conditions thereunder which are either not relevant or not applicable in the present context or are at variance with the clauses contained in this Deed in which case, the Clauses of this Deed shall prevail.
- 7.2 That, if any provisions of this Deed shall be determined to be void or unenforceable under any Applicable Law, such provisions shall be deemed to be amended or deleted in so far as are reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
- 7.3 That the Allottee/s agrees and confirms that all the obligations arising under this Deed in respect of the said Shop/Unit/ said Project / Joyville Project shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent Allottees of the said Shop/Unit and the Allottee/s assures the Promoter that the Allottee/s shall take sufficient steps to ensure the performance/implementation in this regard.
- 7.4 That the Allottee/s confirms that he/she/them/it has understood that the payments made in common together with the other Allottee/s in the same Project shall be in proportion with the Carpet Area.

7.5 That the Allottee/s has undertaken and do hereby undertake that the Allottee/s shall be solely responsible and liable for violations, if any, of the provisions of the Applicable Laws and that the Allottee/s shall indemnify the Promoter for any liability and/or penalty in that behalf.

7.6 That the Allottee/s confirm that they have understood each and every clause/covenant of the Deed and its legal implications thereon have been clearly understood along with his/her/their/its obligations and liabilities and the Promoter's obligations and limitations as set forth in this Deed. That the Allottee/s shall keep the Promoter and their agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions in this Deed.

7.7 That the Courts at Kolkata shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Deed.

**THE FIRST EXHIBIT HEREINABOVE REFERRED TO**

<b>ITE</b>	<b>PARTICULARS</b>	<b>INFORMATION</b>
1.	Place of Execution of Agreement:	
2.	Date of Execution of the <b>Deed</b> :	
3.	Name/s and Address/es of the Allottee/s:	
4.	Details of the Project	Joyville Park Street at _____
5.	Project Land Area:	
6.	Name of the Project:	
7.	Details Of Occupation Certificate.	
8.	Details of the Shop/Unit: (a) Shop/Unit No. and Floor No.	
9.	Shop/Unit Carpet Area: Sq. Ft.	
10.	Parking Space:	
11.	(a) Consideration:  (b) Rate per sq feet	
12.	Agreement for Allotment Details	Agreement for Allotment dated _____
13.	Date of Allotment	
14.	Details of Sub Registrar	
15.	Advance Maintenance Charges	

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**PART-I**

**The entire Joyville Project Land**

**ALL THAT** the leasehold land measuring in aggregate 30.385 Acres, be the same a little more or less, situated and/or located near “Salap More” in the District of Howrah, in the State of West Bengal, comprised in various Plot Numbers in different Mouzas as hereinafter mentioned and delineated in red in the map or plan annexed hereto.

<b>Sl. No.</b>	<b>Part of R .S . Plot No.</b>	<b>Area (Acre)</b>	<b>Mouza</b>	<b>J.L.</b>	<b>P.S.</b>	<b>Specific portion</b>
1	2071 (P)	0.020	Pakuria	54	Domjur	Eastern
2	2072 (P)	0.080	Pakuria	54	Domjur	Eastern
3	2073 (P)	0.650	Pakuria	54	Domjur	North East
4	2074 (P)	0.005	Pakuria	54	Domjur	North East Corner
5	2075 (P)	0.040	Pakuria	54	Domjur	Ex. South West Corner
6	2076	0.030	Pakuria	54	Domjur	Entire
7	2077	0.600	Pakuria	54	Domjur	Entire
8	2078	0.520	Pakuria	54	Domjur	Entire
9	2079	0.220	Pakuria	54	Domjur	Entire
10	2080	0.140	Pakuria	54	Domjur	Entire
11	2081	0.240	Pakuria	54	Domjur	Entire
12	2082	0.130	Pakuria	54	Domjur	Entire
13	2083	0.100	Pakuria	54	Domjur	Entire

14	2084	0.130	Pakuria	54	Domjur	Entire
15	2085 (P)	0.280	Pakuria	54	Domjur	Southern
16	2086 (P)	0.135	Pakuria	54	Domjur	Southern
17	2087 (P)	0.040	Pakuria	54	Domjur	Eastern
18	2088 (P)	0.025	Pakuria	54	Domjur	Eastern
19	2098 (P)	0.005	Pakuria	54	Domjur	
20	2099 (P)	0.115	Pakuria	54	Domjur	Ex. North West Corner
21	2100 (P)	0.045	Pakuria	54	Domjur	South East Corner
22	2145	0.130	Pakuria	54	Domjur	Entire
23	2186 (P)	0.080	Pakuria	54	Domjur	South East Corner
24	2221 (P)	0.010	Pakuria	54	Domjur	South East Corner
25	2223 (P)	0.250	Pakuria	54	Domjur	Southern
26	2224 (P)	0.350	Pakuria	54	Domjur	Ex. South West Corner
27	2225	0.340	Pakuria	54	Domjur	Entire
28	2226	0.170	Pakuria	54	Domjur	Entire
29	2227	0.570	Pakuria	54	Domjur	Entire
30	2228	0.610	Pakuria	54	Domjur	Entire
31	2229	0.400	Pakuria	54	Domjur	Entire
32	2230	0.280	Pakuria	54	Domjur	Entire
33	2231	0.210	Pakuria	54	Domjur	Entire
34	2232	0.730	Pakuria	54	Domjur	Entire
35	2233	0.230	Pakuria	54	Domjur	Entire
36	2234	0.090	Pakuria	54	Domjur	Entire
37	2235	0.070	Pakuria	54	Domjur	Entire
38	2236	0.080	Pakuria	54	Domjur	Entire
39	2237	0.200	Pakuria	54	Domjur	Entire
40	2238	0.090	Pakuria	54	Domjur	Entire
41	2239	0.060	Pakuria	54	Domjur	Entire
42	2240	0.080	Pakuria	54	Domjur	Entire
43	2241	0.260	Pakuria	54	Domjur	Entire
44	2242 (P)	0.005	Pakuria	54	Domjur	South East Corner



45	2243 (P)	1.220	Pakuria	54	Domjur	Southern
46	2245 (P)	0.060	Pakuria	54	Domjur	South East Corner
47	2246	0.180	Pakuria	54	Domjur	Entire
48	2247	0.150	Pakuria	54	Domjur	Entire
49	2248	0.060	Pakuria	54	Domjur	Entire
50	2249 (P)	0.040	Pakuria	54	Domjur	Southern
51	2250	0.170	Pakuria	54	Domjur	Entire
52	2259 (P)	0.020	Pakuria	54	Domjur	South East Corner
53	2261 (P)	0.280	Pakuria	54	Domjur	Southern
54	2262	0.580	Pakuria	54	Domjur	Entire
55	2263	0.100	Pakuria	54	Domjur	Entire
56	2264	0.670	Pakuria	54	Domjur	Entire
57	2265	0.110	Pakuria	54	Domjur	Entire
58	2266	0.120	Pakuria	54	Domjur	Entire
59	2267	0.130	Pakuria	54	Domjur	Entire
60	2268	1.310	Pakuria	54	Domjur	Entire
61	2269	0.650	Pakuria	54	Domjur	Entire
62	2270	0.070	Pakuria	54	Domjur	Entire
63	2271	0.040	Pakuria	54	Domjur	Entire
64	2272	0.030	Pakuria	54	Domjur	Entire
65	2273	0.090	Pakuria	54	Domjur	Entire
66	2274	0.090	Pakuria	54	Domjur	Entire
67	2275	0.050	Pakuria	54	Domjur	Entire
68	2276	0.070	Pakuria	54	Domjur	Entire
69	2277	0.030	Pakuria	54	Domjur	Entire
70	2278	0.120	Pakuria	54	Domjur	Entire
71	2279	0.210	Pakuria	54	Domjur	Entire
72	2280	0.100	Pakuria	54	Domjur	Entire
73	2281	0.940	Pakuria	54	Domjur	Entire
74	2282	0.480	Pakuria	54	Domjur	Entire
75	2283	1.530	Pakuria	54	Domjur	Entire
76	2284	1.420	Pakuria	54	Domjur	Entire

77	2285	0.610	Pakuria	54	Domjur	Entire
78	2286	0.440	Pakuria	54	Domjur	Entire
79	2287	0.430	Pakuria	54	Domjur	Entire
80	2288	1.200	Pakuria	54	Domjur	Entire
81	2293 (P)	0.005	Pakuria	54	Domjur	South East Corner
82	912 (P)	0.005	Khalia	6	Bally	South West Corner
83	913 (P)	0.275	Khalia	6	Bally	Western
84	914 (P)	0.005	Khalia	6	Bally	South West Corner
85	915	0.200	Khalia	6	Bally	Entire
86	916	0.190	Khalia	6	Bally	Entire
87	917 (P)	0.310	Khalia	6	Bally	Ex North East Corner
88	918	0.660	Khalia	6	Bally	Entire
89	919	0.300	Khalia	6	Bally	Entire
90	920	0.145	Khalia	6	Bally	Entire
91	1085	0.040	Khalia	6	Bally	South West Corner
92	2	0.650	Baltikuri	1	Jagacha	Entire
93	4	0.660	Baltikuri	1	Jagacha	Entire
94	9	0.360	Baltikuri	1	Jagacha	
95	10	0.210	Baltikuri	1	Jagacha	
96	11	0.510	Baltikuri	1	Jagacha	Entire
97	12	0.040	Baltikuri	1	Jagacha	Entire
98	13	0.260	Baltikuri	1	Jagacha	Entire
99	14	0.290	Baltikuri	1	Jagacha	Entire
100	15	0.440	Baltikuri	1	Jagacha	Entire
101	16	0.600	Baltikuri	1	Jagacha	
102	17	0.030	Baltikuri	1	Jagacha	
103	18	0.170	Baltikuri	1	Jagacha	Entire
104	19	0.130	Baltikuri	1	Jagacha	Entire
105	20	0.150	Baltikuri	1	Jagacha	Entire
106	21	0.080	Baltikuri	1	Jagacha	Entire
107	22	0.145	Baltikuri	1	Jagacha	
108	25	0.030	Baltikuri	1	Jagacha	

109	26	0.090	Baltikuri	1	Jagacha	
110	1582	0.760	Baltikuri	1	Jagacha	Entire
Grand Total Area		30.385				

## **PART-II**

### **Description of Immovable Properties comprised in said Project, Joyville Park Street**

**ALL THAT** the leasehold plot of land containing an area of \_\_\_\_\_ comprising of a Commercial (Retail) Building being numbered \_\_\_\_\_ constructed/ erected thereon having total constructed area admeasuring about \_\_\_\_\_, be the same a little more or less, with proportionate undivided share in the common parts and common areas therein, which Project is delineated in red/green in the map or plan hereto annexed.

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

#### **Description of the said Unit and Parking Space**

1. **ALL THAT** Unit No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the said Project (Joyville Park Street), admeasuring Carpet Area of \_\_\_\_\_ Square meter equivalent to \_\_\_\_\_ Square Feet, be the same a little more or less, along with proportionate share of common parts and common areas comprised in the said Project together with undivided proportionate and impartible share in the land attributable to the said Unit comprised in \_\_\_\_\_ being part of the said Project situated near "Salap More" at Mouza Pakuria, Khalia, Baltikuri, in the District of Howrah, in the State of West Bengal. The copy of the Typical Floor Plan Layout as approved by the concerned Local Authority, and the authenticated copy of the plan of the Unit Layout as proposed by the Promoter are annexed hereto and respectively marked as Annexure "X" and Annexure "Y".
2. The exclusive right to use \_\_\_\_\_ Four-wheeler open/Covered/In-stilt parking space as mentioned in the Possession Letter Dated \_\_\_\_\_ on the ground level within the said Project.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

**Part-I**

Undivided proportionate share in the common parts and common areas.

**Part-II**

Rights of user of the common parts, common areas as also certain other facilities and amenities as specified below.

**FIFTH SCHEDULE ABOVE REFERRED TO :**

**[specifications to be set out here]**

**IN WITNESS WHEREOF** the Parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by the First Assignor )  
**JOYVILLE SHAPOORJI HOUSING PRIVATE** )  
**LIMITED** through Mr. \_\_\_\_\_ duly )  
authorized vide its board resolution dated \_\_\_\_ )  
in the presence of: )

**SIGNED AND DELIVERED** by the Second )  
Assignor **KOLKATA WEST INTERNATIONAL** )  
**CITY PRIVATE LIMITED through its** )  
**Constituted Attorney JOYVILLE** )  
**SHAPOORJI HOUSING PRIVATE** )  
**LIMITED** in pursuance of a Registered Power )  
of Attorney dated 27<sup>th</sup> day of November, 2013, )  
who signed the same through its authorized )  
Officer Mr. \_\_\_\_\_ )  
pursuant to the Board Resolutions )  
dated \_\_\_\_\_ in the presence of : )

**SIGNED AND DELIVERED** by \_\_\_\_\_ )  
by the Assignee \_\_\_\_\_ )  
in the presence of : \_\_\_\_\_ )

**MEMO OF CONSIDERATION:**

Received on and from the Assignee(s), the sum of Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ only) vide several cheques /drafts on or before execution of the  
Deed of Assignment as per details below:

<b>Customer Name</b>	<b>Bank</b>	<b>CHEQUE NO</b>	<b>CHEQUE DATE</b>

**WITNESSES**

\_\_\_\_\_  
[Signature of the Company/Promoter]

- 1.
- 2.

---

[Signature of the Confirming Party]

**DATED THIS DAY OF \_\_\_\_\_, 2024**

**BETWEEN**

**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED**

**KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED**

---

**[THE ASSIGNEE]**

**DEED OF ASSIGNMENT**