

**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**” 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**” 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**” 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;**

**DEFINITIONS:**

For the purpose of this Agreement for Allotment, all definitions used hereunder shall correspond to, unless the context otherwise requires, the definitions provided under provisions of Real Estate (Regulation and Development) Act, 2016 and rules (as amended) thereof.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot];

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision

for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_\_\_ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said 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 project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

## **3.COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)

modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4.ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

## **6.CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7.POSSESSION OF THE APARTMENT/PLOT**

**Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_\_\_\_

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of

failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee –** After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**Cancellation by Allottee –** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including

compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

## **8.REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said

[Apartment/Plot]to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful,physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the

Allottees;

- (x) The Schedule Property is not the subject matter 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 Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) 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 said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make timely payments per demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount, forfeiture amounts, service charges, interest liabilities and taxes thereof and this Agreement shall thereupon stand terminated. The allottee shall within fifteen days of such cancellation be present before the appropriate authority to execute the necessary documents of such cancellation, as may be prescribed in law and shall bear the expenses of such cancellation as may be prescribed by the promoter. In the event of non-cooperation from the Allottee for the abovesaid compliance, the Promoter shall take such steps as may be necessary in law. Notwithstanding the above compliance, the Promoter shall be entitled to offer and allot the said Apartment to another intending purchaser at such price the promoter deems appropriate.

### **10.CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

### **11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

### **12.DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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.

### **15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the \_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, 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 [Apartment/Plot] and keep the [Apartment/Plot], 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 Building is not in any way damaged or jeopardized. The Allottee further

undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

### **17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

### **18.ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

### **19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

### **20.APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972 and any amendments thereof.

## **21.BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22.ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

## **23. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

## **25.WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case

of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

## **28.FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **29.PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**30. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (Allottee Address)  
 M/s \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory)

WITNESSES:

Please affix photograph and sign across the photograph

1. Signature \_\_\_\_\_ Name –

Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name–

Address \_\_\_\_\_

**SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/**

**CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE**

**RECITALS, TERMS AND COVENANTS SPECIFIC TO PROJECT TO BE INCORPORATED  
IN THE AGREEMENT:**

**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, the Second Assignor herein 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, the Second Assignor has started developing a Residential-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)], the First Assignor herein 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, apartments, bungalows, residential 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**”) situate, lying and being at Mouzas Baltikuri, Pakuria and Khalia, District Howrah, West Bengal and more particularly described in the First Schedule thereunder written together with the multistoried residential buildings to be constructed thereon which shall comprise of several self-contained independent apartments and other structures by utilizing development potential arising out of FAR of 36,00,000 (thirty six lakh) square feet [hereinafter 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, the Second Assignor 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. The First Assignor has fully paid the lease rent and the lease premium payable under the said Agreement for Sub-Lease for the said Property to KWICPL, the Second Assignor herein. 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 the First Assignor from the payment of the same or any part thereof. However, the development cost of the said Property is being borne and paid by the Second Assignor.

8. By a Power of Attorney dated 27<sup>th</sup> November, 2013 the Second Assignor empowered the First Assignor DDPL 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 the Second Assignor and the First Assignor or otherwise as may be necessary to assign the First Assignor'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. The First Assignor in the meantime, has passed Resolutions of its members for change of its name from Drashti Developers Private Limited (DDPL) to "**Joyville Shapoorji Housing Private Limited**" ("**JSHPL**") 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" [pursuant to Rule 29 of the Companies (Incorporation) Rules, 2014], 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 **different phases** and accordingly, handover of possession will also be phase-wise and as such, for the purpose of this Deed of Assignment, this particular Phase consisting of \_\_\_\_\_ multistoried building(s) and/or tower(s) being numbered Western Heights D (B1) will be treated as "Project" and named as "Joyville Phase 1B".

11. The First Assignor and the Second Assignor have appointed M/s Shapoorji Pallonji And Company Private Limited (SPCPL) as Development Manager for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of Joyville Project at Howrah on the said Specified Land (more fully described

in **Part I of the First Schedule** hereunder written, hereinafter referred to as the “Specified Land”) in terms of the Development Management Agreement dated 28-10-2015.

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 apartments comprised of building and/or buildings constructed and/or to be constructed on the entire plot of land more fully described in **Part-I of the First Schedule** hereunder written including the portion of the land comprised in Joyville Project Phase 1B more fully described in **Part-II of the First Schedule** hereunder written and to enter into Agreement for Transfer, Leave And Licence, Assignment Deed, Sub-Lease Deed in respect of the Apartments pertaining to Joyville Phase 1B together with the right to use open/covered/stilt 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, commenced and concluded the development of the Part of Joyville Project by leveling the land by opening out roads, by construction of surface drains and dividing the said property into various blocks, phases having separate distinctive numbers and also providing infrastructural facilities and services for setting up residential and/or commercial township, which has been named by JSHPL and is now

known as "Joyville Residential Project" and has completed Joyville Project Phase 1B consisting of \_\_\_ multi-storied buildings and/or towers being numbered Western Heights D (B1) comprised of Basement and ground/stilt podium stilt car parking spaces and/or covered car parking space upper floors of each tower and/or buildings and the Assignee has applied for provisional allotment of a \_\_\_ Bedroom Apartment together with balcony area bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor of Tower No. Western Heights D (B1) in the said Joyville Project Phase 1B, together with the exclusive right of use of \_\_\_\_\_ Open/Covered/Stilt Four Wheeler Parking space, for the said unexpired residuary lease period of 999 years and pursuant thereto, the First Assignor with the consent of the Second Assignor provisionally allotted to the Assignee herein a \_\_\_\_\_ Bedroom Apartment together with balcony area bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent of \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor of Tower No. Western Heights D (B1) together with the exclusive right to use \_\_\_\_\_ Open/Covered/Stilt four wheeler/two wheeler parking space(s) subject to the terms and conditions as contained in the said Provisional Letter of Allotment issued by the First Assignor and the Second Assignor to the Allottee, the Assignee herein and also subject to the terms and conditions as contained in the Agreement for Allotment hereinafter stated.

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 Joyville Project Phase 1B and the buildings, 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 according to which the construction of the buildings and open spaces are constructed and/or to be constructed provided for the said Joyville Project Phase 1B and thereafter, an **Agreement for Allotment** has been entered into by and between JSHPL, KWICPL and the Allottee, the Assignee herein pursuant to which the Assignee has agreed to inter alia, to take on assignment \_\_\_ bed rooms Apartment together with balcony area bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor of Tower No. Western Heights D (B1) in the said Project, together with the exclusive right of use of \_\_\_\_\_ Open/Covered/Stilt Four Wheeler Parking space, as described in the **Second Schedule** hereunder written (therein and also hereinafter collectively referred to as "**the said Apartment**") and the Assignee therein referred to as the Allottee has agreed

to take by way of transfer and/or assignment all right, title, interest of the Assignors in respect of the said Apartment for the Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only including \_\_\_\_\_ /- being the Consideration Amount for the common areas and facilities appurtenant to the said Apartment or Tower, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule thereunder written as also in **Third Schedule** hereunder written.

17. The Assignee has also agreed to acquire the exclusive right to use parking space(s) more fully described in the Second Schedule thereunder written as also in the **Second Schedule** hereunder written at or for the Consideration and/or Premium Amount for the Apartment including Open/covered/ stilt parking spaces is thus Rs. \_\_\_\_\_ /-.
18. The First Assignor and the Second Assignor on 18<sup>th</sup> August 2016 created simple mortgage over and in respect of the said property excluding 138 Apartments to be constructed thereon or on part thereof in favor of Housing Development Corporation Limited (HDFC). The said Deed of Mortgage was registered at the Office of the District Sub-Registry Office and recorded in Book No. I, Volume No.0501-2016, Pages From 200330 to 200377, Being Deed No.050107957, for the year 2016 for securing Term Loan of Rs.125 Crores.
19. The Assignors also created mortgage over and in respect of the said property excluding 208 Apartments constructed and/or to be constructed by a Deed of Simple Mortgage dated 30<sup>th</sup> day of November 2017, registered at the Office of the District Sub-Registry Office and recorded in Book No. I, Volume No.0501-2017, Pages from 304293 to 304352, Being Deed No.050111109 for the year 2017 in favor of HDFC for securing another Term Loan of Rs.100 Crores.
20. By a Deed of Release dated \_\_\_\_\_ , made between \_\_\_\_\_ , therein referred to as the Security Trustee and the \_\_\_\_\_ , therein referred to as the Borrower and \_\_\_\_\_ , the Security Trustee with the consent and/or concurrence of the Lenders' Agent and/or other Lenders more particularly mentioned therein released and discharged in favor of the \_\_\_\_\_ all that the \_\_\_\_\_ building in Block Western Heights D (B1) together with one in-stilt car parking space

together with the land containing an area of \_\_\_\_ for the valuable consideration therein mentioned.

The said Deed of Release was registered at the Office of the \_\_\_\_\_ and recorded in Book No. \_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ - \_\_\_\_\_, Being No. \_\_\_\_\_, for the Year 20\_\_.

21. Consequent upon release of \_\_\_\_ buildings and/or structures together with the land measuring about \_\_\_\_\_ Acres whereupon or part whereof, the said buildings have been constructed (hereinafter referred to as "the Released Property") out of 30.385 Acres of land together with structure thereon, the said released property is not affected by any sort of encumbrances, charges, lien etc.
22. JSHPL for itself and on behalf of KWICPL is entitled to assign all its leasehold right, title interest whatsoever in respect of the said Apartment including the common areas and/or portions pertaining thereto, to the Assignee free from all encumbrances, disclosed as aforesaid.
23. The said Apartment and the Parking Space comprised in Joyville Project Phase 1B which has been allotted to the Assignee under the Agreement for Allotment dated \_\_\_\_\_ is now complete in all respects and the other phases as well as the other Blocks of Joyville Project including the common areas are under construction and yet to be fully completed and accordingly, the Assignors have received the "Occupancy Certificate"/"Partial Occupancy Certificate" and/or the "Completion Certificate" as the case may be, from the concerned authority, in respect of \_\_\_\_ Buildings pertaining to Phase 1B which the First Assignor by a letter addressed to the Assignee has intimated that the First Assignor has completed the construction of the building where the said Apartment is situated in accordance with the sanctioned building plan and has complied with all the building rules and/or statutory formalities required for construction of the said building comprised in Western Heights D (B1) Block including the Apartment and the Parking Space agreed to be assigned to the Assignee.
24. The Assignee also has in the meantime made full payment of the Consideration Amount as per the Payment Plan as set out in the Fourth Schedule thereunder written.
25. The Assignors hereby jointly declare and confirm that the said Apartment 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 THIS INDENTURE WITNESSETH** that: -

- I. In consideration of the full consideration amount of Joyville Project, having already received by the Second Assignor from the First Assignor and in consideration of the Assignee having paid the total consideration amount by way of premium (hereinafter referred to as "**the Consideration**") excluding taxes to the Second Assignor in terms of the Agreement for Allotment on or before execution of these presents [the receipt whereof the First Assignor doth hereby as well as by the Receipt and Memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Assignee and the said Apartment and the parking space 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 \_\_\_ bed rooms Apartment together with balcony area bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square meter (equivalent to \_\_\_\_\_ Square feet of Carpet Area) on the \_\_\_\_\_ Floor of Tower No. Western Heights D (B1) in the said Joyville Project, together with the exclusive right of use of \_\_\_\_\_ Open/Covered/Stilt Four Wheeler Parking space comprised in Joyville Project Phase-1B, more fully described in the **Second Schedule** hereunder written (all the said Apartment and the Parking Space are hereinafter collectively referred to as "**the said Apartment**") 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 Joyville Project Phase 1B 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 social facilities and amenities as specified in **Part-II and Part-III** of the **Third Schedule** in common with other Apartment Owners of Joyville Project Phase-1B, named "**Joyville Residential Township**" for the beneficial use and enjoyment of the said Apartment 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 other liabilities whatsoever and the easement or quasi-easement and other stipulations and / or provisions in connection with the beneficial use and enjoyment

of the said Apartment (all the rights and properties to be sold and transferred and/or expressed or intended so to do is hereinafter collectively referred to as “**the said Apartment and the Parking Space**”) 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 Apartment and the parking space or any part or parcel thereof, **TO HAVE AND TO HOLD** the said Apartment and the Parking Space 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 Apartment and the Parking Space wholly and the common expenses as are mentioned in the **Fourth Schedule** hereunder written and all other outgoing in respect of the said Apartment and the Parking Space wholly and the said Building/Block/phase proportionately **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**”).

**II. THE ASSIGNORS DO HEREBY COVENANT WITH THE ASSIGNEE AS FOLLOWS:**

- 
- (a) The Assignors subject to the rights of the Superior Lessor and/or the Sub-Lessor(s) have clear and marketable leasehold right with respect to the land comprised in Joyville Project and also have marketable title with respect to Joyville Project with regard to the Apartment(s) constructed and/or to be constructed thereon or on part thereof. The First Assignor has the right to carry out the development upon the Land comprised in Joyville Project and also has actual, physical and legal possession thereof, for the implementation of Joyville Project.
- (b) The First Assignor has lawful rights and requisite approvals from the appropriate authorities to carry out development of “Joyville Project Phase 1B” and shall obtain requisite approvals from time to time to complete the development of “Joyville Project Phase 1B” subject to the residual right of the Superior Lessor and also subject to the right of the Sub-Lessor(s).
- (c) There is no pending litigations before any Court of law with respect to the land comprised in Joyville Project Phase 1B except those disclosed in the title report.

- (d) All approvals, licenses and permits issued by the Competent Authorities with respect to Joyville Project Phase 1B or the entire Project, the said building/apartment to be constructed on the land comprised in Joyville Project Phase 1B are valid and subsisting and have been obtained by the following due process of law. Further all approvals, licenses and permits to be issued by the Competent Authorities with respect to Joyville Project Phase 1B and the First Assignor and the Second Assignor have the right to transfer and/or assign their respective leasehold right, title, interest in favor of the Assignee.
- (e) The First Assignor confirms that it is not restricted in any manner whatsoever for granting sub-lease and/or under-lease and/or assignment of the said Apartment to the Assignee in the manner hereinafter mentioned.
- (f) It shall be lawful for the Assignee from time to time and at all times hereafter to enter into and to hold and enjoy the said Apartment and the Parking Space and/or every part thereof and to receive rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the First Assignor, the Second Assignor and/or any person or persons claiming under them and free and cleared from and against of all manner of encumbrances, trust, liens and attachments whatsoever save only those as are herein expressly contained.
- (g) The Assignors shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Assignee make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Apartment and the Parking Space(s) together with the rights hereby granted unto the Assignee and in the manner aforesaid.
- (h) The Assignors shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon reasonable request and at the costs of the Assignee produce or cause to be produced to the Assignee or to their Attorney or Agents or before or at any trial, commission, examination tribunal, board of authority for inspection or otherwise as occasion shall require all the title deeds relating to Joyville Project and also shall at the like request and cost of the Assignee deliver to the Assignee copies thereof as the Assignee may require.

(i) The First Assignor hereby confirms and declares that the building and/or the Apartment and the Parking Space(s) and every part thereof, has been constructed as per the specification described in the Sixth Schedule of the Agreement for Allotment as also in the **Fifth Schedule** hereunder written.

(j) The First Assignor, that is, JSHPL, hereby agrees and undertakes that JSHPL through its nominated Maintenance Agency will maintain the common areas and facilities for a period of two (2) years or more as the First Assignor deem fit, to be reckoned from the \_\_\_ day of issue of the notice calling upon the Assignee(s) to take possession of the Apartment(s) upon payment of all dues [which shall be the deemed date of possession irrespective of date when the Assignee takes physical possession of the Apartment(s)] or until formation of Apartment Owners' Association under the West Bengal Apartment Ownership Act, 1972 and/or any modification and/or enactment thereof, whichever is later subject to the payment of maintenance charges made or to be made by the Assignee(s) of the Apartment pertaining to Tower Western Heights D (B1) and/or "Phase-1B" of Joyville Project at such rate or rates as may be prescribed by the First Assignor from time to time.

(k) The First Assignor hereby further agrees and undertakes that on the lapse of one year after obtaining Occupancy Certificate for the building and within 2 months after a minimum number of persons, as required to form an Apartment Owners' Association, under the West Bengal Apartment Ownership Act, 1972, have taken flats, the First Assignor, shall take steps for the formation of an Association of Apartment Owners for Tower Western Heights D (B1) situated in Joyville Phase 1B and shall join in respect of the unsold flats.

**III. THE ASSIGNEE DOTH HEREBY COVENANT AND AGREE WITH THE ASSIGNORS** as follows: -

(a) The Assignee shall have limited and conditional right of user over the common areas and facilities available in respect of Joyville Project Phase 1B but shall have proportionate undivided right over the common areas and facilities available in a particular Phase where the Apartment situates in the manner more fully described in the **Third Schedule** hereunder written.

(b) The Assignee shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Assignee as mentioned in the **Fourth Schedule** hereunder written and pay all taxes, maintenance charges and all other outgoings in respect of the said Apartment and the Parking Space wholly and in

respect of the common portions proportionately subject to the residuary rights of the original Lessor and/or the Sub-Lessor.

- (c) The Assignee has inspected all the relevant documents and/or papers in respect of the said Apartment and the Parking Space and the Assignee is fully satisfied with the title of the Assignors and the Assignee will not raise any objection in future with regard to the title of the Assignors.
- (d) The Assignee shall not interfere with or obstruct or cause any sort of obstruction on the construction of the remaining blocks of the building in Joyville Project or the common areas and common parts thereof, in any manner whatsoever.
- (e) The Assignee shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Assignors with regard to the Joyville Project land and construction of Joyville Project on the said Plot of land is prejudiced and affected in any manner whatsoever.
- (f) The Assignee shall bear and pay proportionate common expenses, more particularly mentioned in the **Fourth Schedule** hereunder.

**IV. It is hereby agreed and declared that:**

(a) notwithstanding anything herein contained, the Assignee shall also be bound by all the terms, conditions, covenants and provisions contained in the Parent Lease Deed and/or Agreement for Sub-Lease referred to above and the transfer and/or assignment of all rights, title, interest including the leasehold interest in respect of the said Apartment made under these presents by the Assignors in favor of the Assignee shall always be subject to the rights of the Co-Lessee and also subject to the terms, conditions, covenants and provisions contained in the Parent Lease Deed and/or the Agreement for Sub-Lease, as the case may be.

(b) irrespective of the date of execution of this Deed of Assignment, the assignment shall be deemed to have been commenced on and from the \_\_\_ day of \_\_\_, 20\_\_\_ (hereinafter referred to as "**the Commencement Date**") and from the Commencement Date, the Assignee will be deemed to be the Lessee under GOW/KWICPL of the said Apartment as if the Parent Lease Deed and/or the Agreement for Sub-Lease had been executed in favor of the Assignee in respect of the said Apartment and the Parking Space.

**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.No.</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				
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**PART-II**

**[Description of Immovable Properties comprised in Joyville Project Phase 1B ]**

**ALL THAT** the leasehold plot of land containing an area of \_\_\_\_\_ together with Western Heights D (B1) Tower(s) and/or multi-storied Building being numbered \_\_\_\_\_ constructed, erected and/or installed thereon being part of Joyville Project Phase 1B having total constructed area measuring about \_\_\_\_\_, be the same a little more or less, proportionate share of common parts and common areas comprised of Joyville Project Phase 1B and also being part of the entire Joyville Project land more fully described in **Part-I of the First Schedule** hereinabove mentioned and delineated in red/green in the map or plan hereto annexed.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Description of the said Residential Apartment and Parking Space**

1. **ALL THAT** the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, in Western Heights D Tower No. B1, in Joyville Project Phase 1B, by admeasuring Carpet Area of \_\_\_\_\_ Square meter equivalent to \_\_\_\_\_ Square Feet, be the same a little more or less, consisting of \_\_\_\_\_ bed room(s), 1 living/dining room, 1 kitchen, \_\_\_\_\_ toilet(s) and balcony measuring about \_\_\_\_\_ Sq. Ft. area in Joyville Project Phase 1B along with proportionate share of common parts and common areas comprised in Joyville Phase 1B comprised of R.S. Dag No. 2269, 2279, 2280, 2281, 2282, 2283 corresponding to respective L.R. Dag No. 2184, 2194, 2195, 2196, 2197, 2198 in Mouza Pakuria along with proportionate share of common parts and common areas comprised in Joyville Phase 1B where the said Apartment is situated together with undivided proportionate and impartible share in the land attributable to the said Apartment comprised in Tower Western Heights D (B1) being part of Joyville Phase 1B within Joyville Entire 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 Apartment 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 Joyville Phase 1B

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[Description of Common Areas and parts of each Tower and/or each Building  
comprised in Joyville Project Phase 1B ]**

1. Entrance lobbies, In-stilt parking area and common circulation spaces.
2. Staircases, landings, common lobbies etc. of all floors.
3. Lift and lift accessories, lift/lift shaft/ machine room installations with accessories, Lift lobbies etc.
4. The ultimate roof of the particular Building also described as terrace earmarked for common purposes.
5. Space required for common utilities like electrical room, meter room, Fire panel room, ground floor toilet etc.
6. Electrical risers, fitting, fixtures, lights, switches etc for the common areas of the buildings.
7. Letter Boxes.
8. Common area doors, windows and shutters, Duct doors, common terrace frames and shutters, stair & common area railings, trellis etc.,
9. Rising mains of electricity cables from electrical Meter Boards.
10. Plumbing pipes and valves, fittings etc. for water distribution system.
11. Sewerage, sullage and storm water drainage pipe works, pits, manholes etc
12. Overhead Water Tank and overflow float valve.
13. Voice/Data cables risers and distribution network inside the building common area.
14. Cable TV risers and distribution network in the building common area.

15. All installations as per recommendations of West Bengal Fire and Emergency Services like the wet riser with all accessories like valves, hose drums, hose reels, branch pipes with nozzle, break glass call point, fire extinguishers, talk back system, fire panel, smoke detector etc.
17. All signage inside the building like floor number, notice board etc.

## **PART-II**

### **[Description of Common Areas and Facilities pertaining to Joyville Phase 1B]**

1. Internal roads, pathways and driveways.
2. Landscaped garden and lawn with tot lot area with play equipments, if any.
3. All electrical installations like cables, feeder pillars, street lights, compound lights and fixtures etc.
4. Electrical compact sub-station including transformer, switchgears, control panels etc.
5. Sewerage and storm-drainage system.
6. Water distribution network with pipeline, valves etc.
7. Solid waste management installations like garbage vat etc.
8. Water supply by Competent Authority .
9. Pump and Pumps Accessories.
10. Fire Fighting System : Fire tank with fire pumps, pump accessories, motors electrical installations, panels, Diesel storage tanks, hydro-pneumatic devices if any, hydrant system, all electro-mechanical works etc. as per WBFES requirement.
11. Boundary wall/fencing gate with gate goomty, if any.
12. Signage for the overall project and common roads/bock/buildings/facilities.
13. Voice and data cable network.
14. Diesel generator for emergency back-up.

## **PART-III**

### **[Description of Common areas and parts of the entire Joyville Project]**

1. All infrastructure facilities/works including Water supply borewells Sewerage, drainage, water supply and accessories thereto.
2. All electrical installations/works including fixtures, street/campus lights, cables, substations and accessories thereto. All voice data network installations.
3. Common Road connecting each Phase including the First & Second Phase Project.
4. All sewerage and drainage outfall connections with the municipal outfall points
5. Entrance gate, gate goomty, signage etc.
6. Signage for the overall project.
7. Landscaped garden and lawn common to all phases of the entire Joyville Project.

### **[OTHER SOCIAL FACILITIES AND AMENITIES, IF ANY]**

1. Club House
2. Sport arenas, Kids play spaces.
3. Retail Community Centre .

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[Assignee's Covenants & Obligations]**

- I. The Assignee, in addition to the covenants hereinbefore contained, hereby agree(s), confirm(s) and undertake(s) the following obligations towards to be carried by the Alottee as Apartment Owner within Joyville Project Phase 1B :-
1. The Assignee shall not at any time carry on or suffer to be carried on in the said Residential Apartment any noisy offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to KWICPL./JSHPL or the Assignee or occupiers of the other Residential Apartments in Joyville Project or anything which may tend to depreciate the value of the said Residential Apartment or the Joyville Project ;
  2. The Assignee shall become and remain a member of the Association. The Assignee will observe and perform the terms and conditions, bye-laws and the rules and regulations laid down by the First Assignor (hereinafter referred to as "the Promoter") when the Association is not formed and also the Bye-Laws and Rules and regulations prescribed by the Association to be drafted in accordance with the prevailing law.
  3. The Interest free Corpus Deposit after adjustment of dues towards the promoter or its nominated agency, if any, will be transferred to the Apartment Owners' Association/body after its formation without any interest. The Promoter after formation of the Association shall also hand over the balance funds such as advance maintenance charges and balance maintenance charges etc. already collected by the Promoter from the Apartment Owners/Assignees of Joyville Project Phase 1B and shall also provide audited accounts for the same from KWICPL/Joyville's appointed Auditor as upto that date. The Promoter, the Association and the Assignee shall be bound by the Auditor's Statement of accounts. The association shall hold the Maintenance Corpus Funds as the corpus for maintenance of the Residential Township. Furthermore, the cost of maintenance and upkeep of the common approach road from KWIC main gate to the complex gate shall be shared proportionately by residents/association of all phases as and when demanded by KWIC/the ultimate Apex body and/or federation formed therein and/or by Joyville's nominated maintenance maintaining the same.

4. The Assignee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Joyville Project Phase 1B in common with the other Sub-Lessees/Under Lessees of other Apartments and permit free passage of water, sanitary, electrical lines through and along the same or any of them and to share with the other Residents, the cost and repairing and maintaining all such sewers drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms and conditions of the Association. If it is required by the Promoter the Assignee shall allow the Promoter to enter the said Residential Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
5. The Assignee shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, cost of maintenance and management of Joyville Project Phase 1B including any increment thereon, charges to maintenance of services, like water, sanction, electricity etc, salaries of the employees of the Association and other expenses in regard to the Joyville Project Phase 1B as may be determined by the Managing Committee of the Association from time to time.
6. The Assignee shall allow the Promoter or its representatives, workmen to enter into the Common Areas of the Residential Township until all Residential Apartments have been handed over by the Promoter and possession of the common areas has been handed over to the Association.
7. The Assignee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstruction and in a clean and orderly manner and not encroach on any common areas or throw rubbish.
8. The Assignee shall keep the said Residential Apartment walls, drains, pipes and other fittings in good and habitable condition, so as to support and protect the respective Tower(s) and shall carry out any internal works or repairs as may require by the Promoter L/Managing Committee of the Association.
9. The Assignee shall not make any additions or alterations or cause damage to any portion of the Tower of the said Residential Apartment and shall not change the outside

colour scheme, outside elevation/façade/décor of the Tower, otherwise than in a manner agreed to by the Promoter /majority of the Association.

10. The Assignee shall sign such papers namely, No Objection Certificates, Declaration etc. as may be required by the Promoter at the time of taking over possession of the said Residential Apartment or later, as and when required.
11. The Assignee subject to the rights attached to the Superior Lease and/or the Sub-Lease have clear and assignable leasehold right with respect to the said Flat.
12. In case of subsequent transfer by way of Assignment (except by way of Mortgage) of the said Flat, the Assignee shall within one month of such transfer give notice thereof in writing with particulars thereof to the Promoter/Managing Committee of the Association concerned with the management of the Joyville Phase 1B to produce to the Promoter/Managing Committee of the Association a certified copy of such registered deed of transfer and/or assignment. In the case of devolution of the interest of the Flat perfected by any assent without a reasonable time after the happening thereof, to produce to the Promoter/Managing Committee of the Association the probate of the Will, or letters of administration, if there is any, under which such devolution arises or to produce such other satisfactory evidences in support of such devolution.
13. The Assignee shall not do any act that may be against any law, rule, regulation, bye-law of the local municipality/other statutory authorities or any obligation agreed under any contract and the Assignee shall be solely responsible for all consequences of any offence of breach thereof and the Assignee shall indemnify other Residential Apartment holders who may suffer due to any such acts of omission nor commission of the Promoter.
14. The Assignee shall use the said Residential Apartment only for residential purposes.

**II. NEGATIVE COVENANTS:**

**The Assignee (s) of the Apartment(s) shall: -**

- 1.(a) not to make any structural additions and/or alterations to the said Apartment such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of JSHPL and/or the Association or Body.

- (b) not to fix collapsible gates, grills, grill gate in the Apartment without prior permission of JSHPL and/or the Association or Body provided.
  - (c) not to erect any compound wall/any other fencing within Joyville Project Phase 1B.
2. (a) not to build, erect or put upon the common portion of the Building/Block and any item of any nature whatsoever.
  - (b) not to obstruct any pathways, driveways, footpath and sidewalks and lobbies used for any purpose other than for ingress to egress from the Tower/building and other Tower/buildings, as the case may be.
  3. Not to use the potable water from the Overhead tanks of the buildings for car washing and other non-potable usage in the campus level. Water for such purpose may be drawn from the designated landscaping water outlets in the campus at the time of water supply pump operation.
  4. As the parking spaces are integral amenity to the Apartments, the Assignee (s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the Apartment for any other usage. No parking space can be encasing either by a wall/mesh/or by any other structure. Each allotted parking space will entitle the Assignee(s) right to park only one vehicle.
  5. not to obstruct any vehicles keeping of materials or otherwise the free passage there over of the Assignee, JSHPL or other persons entitled to rights of way over the said driveways and pathways for the retained Apartments either by JSHPL or transferred/assigned to other Assignee by JSHPL.
  6. not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment to the upper and/or lower Apartment and in particular not to submit the floor of the upper Apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight;
  7. not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Tower/Building or any part thereof;
  8. not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring

or ceiling of the Building and Apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use;

9. not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the Building/Tower and the Joyville Phase 1B at any time or the fittings and fixtures affixed thereto;
10. not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building/Tower which may affect the elevation in respect of the exterior walls of the Building/Tower;
11. not to install grills the design of which has not been suggested and/or approved by JSHPL/Association or Body provided;
12. not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper Apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment;
13. not to use the said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes;
14. not to cause or permit obstruction of any drain or pipe used in common with the Assignees or other occupants for the passage of water or soil in connection with the Building/Towers;
15. not to do permit or suffer to be done in or upon the Apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Assignee(s) Occupiers or the owners of the neighbouring houses, Building/Tower and/or the Joyville Phase 1B ;

16. not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the Building/Apartment/Tower except in the space for garbage to be provided in the ground floor of the Building;
17. not to make or permit any disturbing noises in the Building by the Assignee(s) himself/herself/themselves, his/her/their family, his/her/their invitees or servants or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Assignee(s)/Occupiers;
18. not to cause any damage to the lifts and lift installations ;
19. not to cause any damage to fire fighting and fire detection system of the building/block;
20. not to put his/her/their name in entry passages excepting in the proper place or on the main box provided by the Promoter for the use of the said Apartment occupied by the Assignee or his/her/their nominee;
21. not to allow dust, rubbish or litter swept from the said Apartment to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall keep in deposit in a particular place earmarked for that purpose;
22. not to loiter in the pathways, lobbies or passage ways without proper reasons;
23. not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Assignee (s) or his/her/their servants or his/her/their guest out of the windows and/or doors on anywhere on the common portion of the Building/ common portion of the Joyville Phase 1B or the entire Project and Parking lot or any common portion of Joyville Phase 1B nor shall shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Building;
24. not to permit the lawns or other common portion of the Apartment and common portion of the Apartment/Tower within the retained premises sold to other Assignee to be fouled by dogs or other animals coming from the said Apartment;

25. not to store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Building/Apartment or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment;
26. not to subdivide the said Apartment and/or the parking space(s) as allocated thereof;
27. not to close any windows or make openings in the walls or through the walls of the said Apartment;
28. (a) not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building/Tower and can be used if required for Joyville Phase 1B or the entire Project ;
29. (a) not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings/Apartment including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building/Tower and can be used if required for entire Joyville Second Phase Project ;  
(b) not to claim any exclusive right over and in respect of the terrace/roof/lift lobbies/passages, if any, of the said Building/Tower or any portion thereof or additional undivided right in land. The control of user of roof / lift lobbies/passages shall remain in the hand of concerned Apartment Owners Association;
30. not to repair any joist or beam supporting the floors of the said Apartment without giving notice to JSHPL or Body of the intention so to do giving details of the work intended to be done so that JSHPL or aforesaid Body or Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given;

31. not to display or affix any neon-sign or signboard on any outer wall of the Building or the Apartment or the common parts save to the extent and at a place that may be specified from time to time by the JSHPL or Apartment Owners' Association or Body;
32. not to claim any partition or sub-division of the land and/or Common Parts and not to partition the Apartments by metes and bounds;
33. not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Apartment in or any part of the Building/Tower or cause any increased premium to be payable in respect thereof.
34. not to do or suffer to be done anything to in or about the said Apartment or the Joyville Phase 1B or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority or the bye-laws of the condominium of Apartment.
35. not to refuse or neglect to carry out any work directed to be executed in the Building/ Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works;
36. not to park any vehicles in any open space in the compound other than at the designated area;
37. not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
38. not to enclose any balcony in the said Apartment except with grills with designs approved by the Association or Body;
39. not to change, alter or modify the main doors to the said Apartment;

#### **[COMMON EXPENSES ]**

1. The expenses of maintaining, repairing, redecorating etc., of the Building/Tower in particular, external façade, common areas, roof/terrace, water tank, reservoir, gutters, stilt, sewerage, drainage and rain-water pipes of the building, water pipes and electric wires, all fire fighting installations, lifts, DGs etc, repairing works under or upon with the building/Tower and

enjoyed or used by the Assignee(s) in common with the occupiers of other Apartments/Tower and parking space, recreation area, main entrance, passages, landings, lift lobbies and stair-cases of the Building/Tower, compound, terrace, etc.

2. The cost of cleaning and lighting the passage, landing, lift lobbies, stair-cases and other parts/common areas of the Building/Tower/Joyville Phase 1B so enjoyed or used by the Assignee(s) as aforesaid.
3. The cost of working and maintenance of water connection, lights, Lift(s), pumps, generators etc.
4. Expenses for running, maintaining and repairing the fire fighting installations inside the building/Tower as well as Joyville Phase 1B like pumps, panels, all fire protection and fire detection installations, refilling of the fire tank, cost of pump operation, replacement of extinguishers on expiry, diesel charges for the fire pump, maintenance of the pump house and fire tank etc.
5. The expenses for organizing routine fire drills as per the directive of the statutory authority.
6. The cost of salaries of clerks, bill collectors, sweepers, watchman, pump/lift operators, maintenance crew etc.
7. Monthly maintenance expenses of common services and common area/parts of the Tower and Joyville Phase 1B .
8. All existing Municipal and other taxes, impositions, water charges tax, proportionate share or electricity charges for the common areas etc., proportionate electricity charges till installation of separate Meter.
9. Diesel Generator set/Pump set etc. hire and running expenses, if any.
10. Such other expenses as are necessary or incidental to the maintenance and upkeep of the building/Tower and Joyville Phase 1B .
11. Maintenance of landscaping and greeneries, play equipment's, club house, swimming pool, signage etc .

**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 : )



**KOLKATA WEST INTERNATIONAL CITY PRIVATE LIMITED**

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**[THE ASSIGNEE]**

**DEED OF ASSIGNMENT**