

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made this _____ day of _____, 2017.

BETWEEN

BENGAL NRI COMPLEX LIMITED, a joint sector company with the Government of West Bengal and a company incorporated under the Companies Act, 1956 having its registered office at Anandapur, Munda Para, P.O. East Kolkata Township Project, P.S. Tiljala, Kolkata - 700 107, PAN AACB8119M, hereinafter called the "**ASSIGNOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and assigns) of the **ONE PART**.



For BENGAL NRI COMPLEX LIMITED



Authorised Signatory

AND

SHARMISTHA NANDI daughter of Late Sanat Kumar Mukherjee and **DEBAJYOTI NANDI** son of Late D.N. Nandi residing at 8, Lake Gardens, 3rd floor, Kolkata 700 045 [PAN ADMPM0028P and ABMPN8373J respectively] hereinafter called the "**ASSIGNEES**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **OTHER PART** :

WHEREAS

- A. By a Deed of Lease dated 10th June, 2014 made between the Governor of the State of West Bengal, therein referred to as the Lessor of the One Part and the Assignor herein, therein referred to as the Lessee of the Other Part and registered with the Office of the District Sub-Registrar - III at Alipore, District South 24 Parganas in Book No. I, CD Volume No.11, Pages 1823 to 1888, Being No.04622 for the year 2014 (for short "the Head Lease-1"), as modified vide Deed of Modification dated 23rd July, 2015 registered with the District Sub-Registrar, South 24 Parganas in Book No. I, CD Volume No. 1603-2015, Pages 38922 to 38953, Being No. 160304924 for the year 2015, the Lessor therein demised unto the Assignor All That pieces and parcels of land containing an area of 10.67 acres more or less and 37.26 acres more or less respectively comprised in R. S. Plot No. 441 (part) and R. S. Plot No.345 (part), Mouza Madurdaha, J. L. No. 12, District South 24 Parganas, fully described in Portions A and B respectively of Part I of the Schedule thereunder written (hereinafter referred to as the "Demised Land 1"), in consideration of payment of the premium and the rent therein reserved TO HAVE AND HOLD the same unto the Lessee for a period of 99 years from 20th February, 1997 with a right of renewal thereof for a further period of 99 years and on the terms and conditions therein contained.
- B. By a registered Indenture of Lease dated 12th May, 2008 made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and the Assignor herein therein referred to as the Lessee of the Other Part and registered with the Office of the District Sub Registrar -III, Alipore, South 24 Parganas in Book No.I, Vol. No. 2, Pages 1403 to 1415, Being No. 2761 for the year 2008 (hereinafter referred to as "the Head Lease-



- 2"), the Lessor demised unto the Assignor All That demarcated 22.81% share of Plot No. 345 equivalent to an area of 17.00 acres situated at Mouza- Madurdaha, J.L. No. 12, Police Station- Tiljala, Sub-Registration District- South 24 Parganas in the State of West Bengal fully described in Part -1 of the Schedule A thereunder written (hereinafter referred to as the "Demised Land-2") for a period of 99 (ninety nine) years commencing from 30th April, 2008 with the option for renewal thereof for a further period of 99 years and thereafter successive like periods upon the terms, conditions and covenants contained in the Head Lease-2 for the purpose of establishment of a township in accordance with the provisions of the West Bengal Town and Country (Planning & Development) Act, 1979 .
- C. The Kolkata Municipal Corporation issued mutation certificate dated 23rd February, 2010 recording the name of the Assignor as the lessee in respect of total area of 64.93 acres of and so demised allotting one single municipal premises number being premises No.783, Anandapur, Kolkata.
- D. The Assignor is thus seized and possessed as a lessee of All That premises No. 783, Anandapur, Kolkata comprised of total area of 64.93 acres equivalent to 2,62,760.20 sq. metres in R.S. Plot Nos. 345 (P), 441(P) lying and situated at Mouza- Madurdaha, J.L. No 12, Police Station- Tiljala, Sub-Registration District-South 24 Parganas in the State of West Bengal (hereinafter referred to as the "Demised Premises" or "URBANA Land") and more particularly described in Part -1 of the Schedule- A hereunder written and delineated in the map or plan annexed hereto and bordered in colour blue.
- E. After taking over possession of the Demised Premises, the Assignor has taken up development of the same for the purpose of establishing a township thereat in accordance with the provisions of the West Bengal Town and Country (Planning & Development) Act, 1979 with all necessary permissions and consents obtained from the authorities concerned for establishing such township which has been named by the Assignor as "URBANA".
- F. By a Deed of Modification dated 23rd July, 2015 registered with the District Sub-Registrar, South 24 Parganas in Book No. I, CD Volume No. 1603-2015, Pages 38922 to 38953, Being No. 160304924 for the year 2015, the Assignor



thereby inter alia declared its consent to the model Deed of Assignment as modified and annexed to the said Deed of Modification.

- G. The Assignor has agreed to pay to the Lessor the annual rent in respect of the Demised Premises except total area of bungalows in terms of the Head Leases for the residual period of lease of 99 years from the dates of commencement of the respective Head Leases.
- H. The Assignor has now agreed to assign to the Assignee All That its leasehold interest in respect of All That :
- (i) Apartment No1006 in Tower No. 7 containing a super built up area of 1840 square feet (hereinafter referred to as the Apartment).
 - (ii) Car Parking Space Nos B 007 and B 006 at Upper Basement .
(the Apartment and the Car Parking Spaces are more fully described in Part-II of Schedule - A hereunder written and delineated in the map or plan annexed hereto and bordered in colour red)
 - (iii) The variable indivisible proportionate share in the Tower Common Portions mentioned in Part III and Part IV of Schedule A in which the Apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that Tower, which proportion shall be the proportion at any point of time of the area of Apartment to the aggregate area of all apartments in that Tower at such point of time.
 - (iv) The right to use on a non-exclusive basis all areas appurtenant to the Tower and such other areas of URBANA mentioned in Part V of Schedule A (the URBANA Common Portions) and its infrastructure, to be used and enjoyed in common with the occupiers of URBANA (not only of the segment in which the said Apartment belongs but also of all other segments in the URBANA, both presently existing or which may at any point of time hereafter be constructed on the Demised Premises) in terms of the master plan attached herewith as Annexure "A" (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Assignor in terms of the then final master plan.
 - (v) Proportionate, variable undivided and impartible leasehold interest in the URBANA Land comprised in the Residential Towers Segment and

the URBANA Common Portions, in the proportion the area of Apartment bears to the total area of all the apartments in URBANA at any point of time.

I. The Assignor has since obtained necessary permission for assignment of its leasehold interest in favour of the Assignee herein for residential purpose only in respect of All That :

- (i) Apartment No. 1006 in Tower No. 7 containing a super built up area of 1840 square feet.
- (ii) Car Parking Space Nos B 007U and B 006U at Basement.
- (iii) The variable indivisible proportionate share in the Tower Common Portions mentioned in Part III and Part IV of Schedule A in which the Apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that Tower, which proportion shall be the proportion at any point of time of the area of Apartment to the aggregate area of all apartments in that Tower at such point of time.
- (iv) The right to use on a non-exclusive basis all areas appurtenant to the Tower and such other areas of URBANA mentioned in Part V of Schedule A (the URBANA Common Portions) and its infrastructure, to be used and enjoyed in common with the occupiers of URBANA (not only of the segment in which the said Apartment belongs but also of all other segments in the URBANA, both presently existing or which may at any point of time hereafter be constructed on the Demised Premises) in terms of the master plan attached herewith as Annexure "A" (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Assignor in terms of the then final master plan.
- (v) Proportionate, variable undivided and impartible leasehold interest in the URBANA Land comprised in the Residential Towers Segment and the URBANA Common Portions, in the proportion the area of Apartment bears to the total area of all the apartments in URBANA at any point of time.



NOW THIS INDENTURE WITNESSETH that having obtained necessary permission from the District Land & Land Reforms Officer of the Government of West Bengal in pursuance of the terms and conditions contained in the 2 Head Leases abovementioned and in consideration of a sum of Rs.86,09,600/- (Rupees Eighty Six lakhs Nine Thousand Six Hundred only) paid by the Assignee towards the full and final amount of consideration (the receipt whereof the Assignor doth hereby admit and acknowledge), the Assignor doth hereby transfer, convey and assign unto the Assignee **ALL THAT** :

- (i) Apartment No.1006 in Tower No. 7 containing a super built up area of 1840 square feet.
- (ii) Car Parking Space Nos. B 007U and B 006U at Upper Basement.
- (iii) The variable indivisible proportionate share in the Tower Common Portions mentioned in Part III and Part IV of Schedule A in which the Apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that Tower, which proportion shall be the proportion at any point of time of the area of Apartment to the aggregate area of all apartments in that Tower at such point of time.
- (iv) The right to use on a non-exclusive basis all areas appurtenant to the Tower and such other areas of URBANA mentioned in Part V of Schedule A (the URBANA Common Portions) and its infrastructure, to be used and enjoyed in common with the occupiers of URBANA (not only of the segment in which the said Apartment belongs but also of all other segments in the URBANA, both presently existing or which may at any point of time hereafter be constructed on the Demised Premises) in terms of the Master Plan attached herewith as Annexure "A" (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Assignor in terms of the then final Master Plan.
- (v) Proportionate, variable undivided and impartible leasehold interest in the URBANA Land comprised in the Residential Towers Segment and the URBANA Common Portions, in the proportion the area of Apartment bears to the total area of all the apartments in URBANA at any point of time.

(hereinafter collectively referred to as the "**said Flat**") along with all rights, benefits, liberties, privileges sewers, drains, easements and appurtenant whatsoever **TO HAVE AND TO HOLD** the said Flat for the remaining unexpired

period of the Head Leases for the said term of 99 years under the Head Leases with effect from the date of possession i.e. from 19th September 2016 subject to the observance and performance of the terms, conditions and stipulations as contained in the Schedule-B hereunder written yielding and paying therefor the rent in respect of the said Flat along with all rights, benefits, liberties, privileges sewers, drains, easements and appurtenant whatsoever at such rate and in such manner as specified in the Schedule - B herein contained.

Provided however the assignment of leasehold interest as hereinabove contained shall always be subject to the terms and conditions of the said Head Leases.

Schedule "A"

Part - I

(Demised Premises / URBANA Land)

Sl. #	Deed #	Year	Area (Acre)	Dag #	Mouza	Termed As	Remarks
1	4622	2014	10.67	441 (Part)	Madurdaha	Head Lease 1	Demised Land 1
			37.26	345 (Part)			
2	2761	2008	17.00	345 (Part)	Madurdaha	Head Lease 2	Demised Land 2

Part - II

(Details of the Apartment and the Car Parking Space)

ALL THAT the residential Apartment being No.1006 on the 10th Floor of Tower -7 containing a super built up area of 1840 sq. ft more or less situated at URBANA, premises No. 783, Anandapur, Chowbhaga Road, Police Station: Tiljala, Post Office : East Kolkata Township Project, Ward No: 108, Kolkata - 700 107, District - South 24 Parganas TOGETHER WITH 2 (Two) covered Car Parking Space being Nos. B 007U and B 006U delineated on the plan annexed hereto, marked 'B-I' bordered in red colour, thereon.

Part - III**[Tower Common Portions, viz. common portions of Tower No. 7 in
which the said Flat is situated]**

1. Entrance, canopy/lobby, visitors area, security area, community hall area, drivers rest room, toilets, transformer/generator rooms, Meter/DB rooms and connecting corridors in ground floor, the lobbies, electrical and garbage rooms on each of its floors and the staircases from the ground floor up to the roof terrace, and the area earmarked as common on ultimate roof of the Tower.
2. 3 (three) high speed elevators and 1 (one) service elevator in each Tower.
3. The equipments in connection with installations of the elevators, including the pits and rooms.
4. Dedicated communication system for data, voice and video as provided.
5. Overhead water tank and water distribution pipes from over-head water tank to the apartments and from the reservoir to the overhead tank.
6. Sewer and drainage pipes from the apartments to dedicated collection pit(s) at ground floor level.
7. Storm water drainage pipes from roofs / balconies / ledges to dedicated collection pit(s) at ground floor level.
8. Fire fighting system including overhead firewater tank, wet risers and hose reels, sprinkler system in the lobbies on each of its floors, and pipeline from the reservoir to the overhead firewater tank. Fire detection and alarm system includes fire/smoke detectors, fire alarms in the lobbies on each of its floors and other common areas; fire panel and related conducting and cabling; as provided.
9. Cooking gas distribution pipes from central gas bank to the apartments; if provided.
10. Garbage chute(s) from top floor to ground floor and collection bin at the ground floor.
11. Electrical wirings and fittings and fixtures for lighting in the staircase lobby, the Common Areas, for operating the lift, the water pump and motor, and from the ground floor to all the apartments and the DB's and the meters and



also the transformers and the electrical sub-station.

12. Common Generator for operation of elevators, lighting of the common areas, and common utilities of the Towers.
13. The tower facade and the BMU (Building Maintenance Unit).
14. Air conditioned community hall/s in the ground floor and the reception areas of each tower and drivers' rooms etc.
15. Outer walls of each Tower.

Part - IV

[Apartment Basement Parking Common Portion]

- 1.1 Ramps and driveways, staircases, extractor rooms.
- 1.2 Electrical wirings, fittings, and fixtures for lighting and power; mechanical ventilation system.
- 1.3 Diesel generator for operation of emergency lighting, Mechanical ventilation system, fire/detection system.
- 1.4 Fire fighting installations such as sprinkler system. Fire detection and alarm system. Water lines for washing purpose. Surface drain network system including sumps and lifting pumps.
- 1.5 Any other services and related installations and/or rooms not exclusive to any Segment.

Part - V

[URBANA Common Portions]

1. Office of the FMC and other ancillary buildings such as guard rooms, stores, pump rooms, plant rooms and workshops etc.
2. The water pump(s), the pump room, water reservoirs, water treatment plant (WTP), RO Plant, pumps, tube-wells, and the distribution pipes from the same to the units.
3. Firewater reservoir, fire pumps, external fire fighting and protection system.



4. The water bodies, fountains, play areas, organized or unorganized landscaping (both hard & soft) areas, including fitments, and all accessories; the term play area and landscaping areas referring to such areas at the relevant time uncovered and not built upon in accordance with plans for the same and allowed by the Assignor to be used as such.
5. Sewerage Treatment Plant (STP), raw and treated sewer/drainage reticulation system.
6. Storm water drainage network and rainwater harvesting.
7. Electrical switchgear room / sub-station(s) and HT network by CESC. Street / area lighting and other installations.
8. Data/Voice/Video communication network.
9. Common diesel generator for operation of water/fire pumps, sewer/drainage pumps, external essential street lighting and common areas. Centralised diesel storage bank for supply to DG and related piping network, if available.
10. Gas bank and related pipe works up to individual buildings for supply of domestic gas; if available.
11. Centralised garbage collection system (only applicable to apartment Towers)
12. Roads, walkways, installations, signage and visitors parking not exclusive to any Segment.
13. Security arrangements not exclusive to any Segment.
14. Such other equipments, machineries or facilities as may be required for the occupiers of any particular Segment only or for the use of any group of persons entitled to apartments in the 'URBANA' or any of its Segments as the Assignor decides.
15. Such areas of the Service Zone as may be demarcated by the Assignor.
16. Entire clubhouse including sports equipments, movable & fixed furniture and club related external facilities like swimming pools, pool deck, pool furniture and like, subject to payment of relevant fees charges and other payments for the same to the organization in charge of running the same.



Schedule "B"[Other terms and conditions of this instrument]Part I

1. The ASSIGNEE shall :
1. Carry out the terms embodied in this Deed of Assignment of Lease and will continue to be bound thereby.
2. Abide by, comply with, observe and fulfill the terms & conditions & rules and regulations as already fixed or to be fixed by way of amendment or otherwise by or on behalf of the ASSIGNOR for the beneficial use and enjoyment of the URBANA by all assignees of the Bungalows and/or Flats and/or other areas within the said URBANA.
3. Pay a proportionate share of all increments in annual rent as determined by the District Land & Land Reforms Officer in respect of the Flat within first sixty days of the year for which such incremental rent is payable, in the office of the District Land and Land Reforms Officer. In case of delay or default on the Part of the ASSIGNEE in payment of rent and other charges payable under these presents, the ASSIGNEE shall be liable to pay without prejudice to the other rights of the State Government, interest @ 6¼% per annum on the amount of the rent in arrear till the day of payment.
4. Utilize the land for the purpose for which the leasehold interest so assigned within 3 years from the date of possession and at his/her/their own expenses erect, complete and finish into and upon the said scheme plot, a building in accordance with the plans, sections, elevations approved and sanctioned by the Kolkata Municipal Corporation. Prior to submission of the plans and specifications for sanction, the ASSIGNEE shall get the same initially approved by the ASSIGNOR or any other agency set up and/or nominated by the ASSIGNOR for the purpose of management and maintenance of the said URBANA Township
5. Observe and perform the covenants, stipulations, restriction and obligations of the terms & conditions of the management, administration and maintenance of tower common portions as more particularly described in Part-III and Part-IV of Schedule A and common portion areas, parks, amenities and facilities of the URBANA as more particularly described in

PART-V of Schedule-A hereinabove written.

6. Be entitled to take fresh lease after expiry of the unexpired period of the Head Lease on such terms & conditions and on payment of such salami and annual rent as the State Government may then fix in granting such fresh lease.
7. Pay, or cause to be paid, all rates and taxes or imposition which are now or hereinafter be assessed, charged or imposed upon the ASSIGNEE of the said Flat.
8. Use the said Flat solely for the purpose for which assignment of leasehold interest is so made and for no other purpose whatsoever.
9. Not make any addition or alteration of the said Flat, except with the prior permission of the Kolkata Municipal Corporation. Such permission is also to be sought with prior notice to and approval of the ASSIGNOR or any other agency set up and/or nominated by the ASSIGNOR for the purpose of management and maintenance of the said URBANA.
10. Not be entitled to engage in any activity, which is offensive, noxious or injurious to public health and public safety.
11. Not be entitled to convert the said Flat or any part thereof or any part thereof into a place of religious worship without the previous consent of the State Government obtained in writing.
12. Not be entitled to use or allow any part of the said Flat for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to the lawful users and occupiers of adjoining and neighboring flats.
13. Not be entitled to divide the said Flat excepting with and in accordance with the permission to be obtained for such division from the Assignor or any other agency set up/or nominated by the Assignor for the purpose of management and maintenance of the said URBANA.
14. Not be entitled to transfer and/or assign the leasehold interest or sub-let or part with possession of the said Flat, in any manner whatsoever, without first obtaining the written permission of the District Land & Land Reforms Officer. Such permission has to be sought with the prior intimation to and approval of the ASSIGNOR or any other agency set up and/or nominated by



the ASSIGNOR for the purpose of the management and maintenance of said URBANA. The permission to transfer and/or assign the leasehold interest in favour of any other person shall have to be obtained on such terms and conditions as may be prescribed by the Government of West Bengal for granting such permission. The permitted transfer or assignment of leasehold interest will, however, be subject to the same terms and conditions as provided herein. The ASSIGNEE is not, however, entitled to sublet part or whole of the said Flat in any manner whatsoever

15. Not be entitled to mortgage or charge the leasehold interest in respect of the said Flat in favour of the Bank or Financial Institution without the previous permission in writing of the District Land & Land Reforms Officer.
16. Keep the said Flat and the sewers, drains and appurtenances in clean and sanitary condition
17. Obtain supply of electricity from the Calcutta Electric Supply Corporation Limited (CESC) directly and pay for the electricity consumed.
18. Pay proportionate maintenance charges payable in respect of maintenance of the tower common portions and common areas of URBANA at such rates as will be fixed by the Assignor or any other agency setup and/or nominated by the Assignor for the purpose of management and maintenance of the said URBANA.
19. Allow persons authorized by the Assignor or any other agency set up and/or nominated by the Assignor for the purpose of management and maintenance of the said URBANA to inspect, repair and clear the sewerage and drainage lines or to do any other work in connection with the said Flat required for the proper maintenance and safety of the said Flat and the demised premises without any obstruction or hindrance.
20. Not claim under any circumstances, any share or interest or any right of any nature outside the said Flat excepting, what is mentioned in PART-III, PART - IV and PART - V of Schedule-A hereto.
21. Have no right to interfere in any manner whatsoever, in any project or activity for the URBANA outside the said Flat.

II (1) The Assignee agrees that all common areas, services and facilities such as



roads, water system, drainage, garbage disposal, landscape, sewerage treatment plant and sewerage system etc. including those mentioned in Parts III, IV and V of Schedule A, in the URBANA shall remain the property of the Assignor. The Assignor shall make arrangement, at its own costs and expenses, for the sanitary, sewerage and storm water disposal net work/system for the URBANA and to obtain required approval (s) of the concerned authorities for the same. The Assignor will be responsible for the maintenance and management of the same, either through itself or through a township management agency, which shall be nominated and/or formed for the maintenance and management of the URBANA. There will be no objection on the part of the Assignee for the Assignor's handing over the said common areas, services and facilities and the responsibility of the maintenance and management thereof to the township management agency set up and/or nominated by the Assignor for the purpose of management and maintenance of the common areas and facilities of the URBANA.

- (2) If the Assignee dies before the expiration of the period of these presents or if the Assignee is a Company and winds up before the expiration of the period of these presents or if the Assignee assigns his leasehold interest in the said Flat the successors-in-interest or assigns of the Assignee shall duly get their names duly registered in the records in the District Land and Land Reforms Officer within three calendar months after obtaining possession of the said Flat and will possess and use the said Flat and be bound by all terms, covenants and conditions herein contained.
- (3) If the Demised Premises and or any part thereof shall at any time, be required by Government for a public purpose and the Flat of the Assignee is also consequently acquired, the ASSIGNEE shall give up the Flat on demand and the lease will be determined for the Flat for the unexpired portion of the lease period and the ASSIGNEE may be entitled to refund the proportionate amount of consideration money in respect of the said Flat. If the land is required permanently the Lease shall forthwith be determined and the ASSIGNEE shall be entitled to such fair and reasonable compensation for the said Flat as shall be decided by the State Government.
- (4) On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased; the lease shall be determined/ terminated by the State

Government i.e. the Lessor on giving the Assignee an opportunity of being heard and the Assignee shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the Lessor i.e. the State Government.

- (5) Capitalized terms used but not defined herein shall have the same meaning as ascribed to them in the General Terms and Conditions applicable to the Assignee (for short GTC), a copy whereof is annexed herewith as Annexure "B".
- (6) The terms and conditions of the allotment letter dated 15th July 2010 read with all terms and conditions of the GTC, other accompanying documents and the possession letter dated 19th October 2016, unless contrary to or inconsistent with the provisions of this Deed, shall be treated as a part of this Deed and are incorporated herein and/or deemed to be incorporated herein by this reference. It is clarified for the sake of avoiding confusion that in the event of any contradiction or inconsistency between any provision of this Deed, the GTC, its other accompanying documents and the possession letter, the provisions of this document alone shall prevail over those contained in the clause or provision contradicting, wheresoever appearing.
- (7) The Assignor has set aside a portion of the URBANA Land for further development (Fifth Segment). The Assignor at a later stage and at its sole discretion but subject to applicable laws will decide the number of buildings to be constructed in this portion and whether these will be used for residential, commercial or for mixed use. The Assignee has been expressly made aware of such right of the Assignor and has considered the same after obtaining independent advice and by joining in this Deed, expressly records his consent to such right of further utilisation of the Demised Premises by the Assignor, both vertical and horizontal, at the discretion of the Assignor at any time in future, without need for any further consent of the Assignee. This document shall always be treated as the document by which the Assignee records his consent to the same and authorizes the Assignor to act in his name and on his behalf in recording such consent, in such other manner as may be required in this regard. The Assignee therefore agrees not to do or cause to be done any act, deed or thing contrary hereto or inconsistent herewith.



- (8) The Assignee expressly records his consent that all common areas, services and facilities in the URBANA including those described in Parts III, IV and V of the Schedule - A above shall be made available by the Assignor at its sole discretion to occupiers of apartments in the Fifth Segment or any other segment, both presently existing as well as may be erected or constructed at any point of time hereinafter in the Demised Premises and the occupiers of such other segments as may have been permitted by the Assignor, shall be entitled without the need of any act, deed or thing to be done by the Assignee, to freely use all such common areas, services and facilities.
- (9) All common portions, areas, parks, roads, amenities and facilities of the URBANA to be used along the assignees and occupiers of the said Township will be in terms of the master plan attached herewith as Annexure "A", which shall be and remain always subject to such changes and modifications, as may be made from time to time and as may be finally provided by the Assignor in terms of the final master plan.

Part II

I. The Assignor shall :

- (1) Pay to the Lessor the annual rent in respect of the Demised Premises except total area of Bungalows in terms of the Head Leases for the residual period of lease of 99 years from the dates of commencement of the respective Head Leases.



IN WITNESS WHEREOF these presents have been signed, dated and numbered by the parties hereto on the day month year first written herein above.

<p>SIGNED AND DELIVERED on behalf of the Assignor, Bengal NRI Complex Ltd by Hemansu Pathak, its authorised signatory at Kolkata in the presence of:</p>	
<p>SIGNED AND DELIVERED by the Assignees, SHARMISTHA NANDI and DEBAJYOTI NANDI at Kolkata in the presence of</p>	

For BENGAL NRI COMPLEX LIMITED



Authorised Signatory

