



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

77AB 515883

## DEED OF SALE-CUM- ASSIGNMENT

THIS DEED OF SALE-CUM ASSIGNMENT made at Burdwan on this  
\_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Two (2022)

**BETWEEN**

**SHRACHI BURDWAN DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 1956 having its registered office at 686, Anandapur, E.M. By Pass, Kolkata-700107 and PAN AAKCS2315M, hereafter called the "Transferor" (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns) represented by its Authorised Signatory **Sri Malay Ghosh Dastidar**, S/o. Mrinal Kanti Ghosh Dastidar, by caste- Hindu, by occupation- Service, residing at Faridpur Block, Haora Corporation, Baksara, Haora, West Bengal, Pin-711110, P.O. \_\_\_\_\_, P.S.- \_\_\_\_\_, District- \_\_\_\_\_, having PAN. AJOPG4658F of the **ONE PART**.

AND

MR./MRS. \_\_\_\_\_ S/O/W/O \_\_\_\_\_, by faith- \_\_\_\_\_, Indian National, by occupation- \_\_\_\_\_ and resident of \_\_\_\_\_, Pin- \_\_\_\_\_ and having PAN: \_\_\_\_\_ and MR./MRS. \_\_\_\_\_ S/o/W/o

\_\_\_\_\_, by faith- \_\_\_\_\_ Indian National, by occupation- \_\_\_\_\_ and resident of \_\_\_\_\_, PIN- \_\_\_\_\_ and having PAN- \_\_\_\_\_ hereafter called the **"TRANSFEREE"** (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns in case of company; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, assigns, nominee or nominees in case of individual; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns in case of partnership firm; and in case of an HUF, member or members for the time being of the said Hindu Undivided Family and their respective heirs, executors, legal representatives and assigns) of the **OTHER PART**.



**WHEREAS:**

- A. The Burdwan Development Authority, a Statutory Authority formed under the West Bengal Town and Country (Planning and Development) Act, 1979 having its office at New Administrative Building, 3<sup>rd</sup> Floor, Court Compound, P.O. & P.S.- Burdwan, Dist.- PurbaBardhaman, PIN- 713101, hereafter referred to as "BDA", had decided to promote a project for construction and development of a Satellite Township at the plot of land measuring about 254.74 Acres near Burdwan town bordered more fully described in the FIRST SCHEDULE hereunder written and hereafter referred to as the "**PROJECT LAND**", in consonance with the Land Use & Development Control Plan of BDA, hereafter called the "LUDCP".
- B. By a MEMORANDUM OF AGREEMENT dated 08/03/2006 between the Burdwan Development Authority and Bengal Shrachi Housing Development Authority and Bengal Shrachi Housing Development Ltd. the BDA has accepted the company as its private partner for the construction & Development of the township on the terms and conditions mentioned in the said

Memorandum of Agreement. Bengal Shracchi Housing Development Ltd. has agreed to undertake the project of construction of development of the township in accordance with the term and conditions provided by the authority in the said Memorandum of Agreement.

- C. By a Lease dated 27<sup>th</sup> August, 2010 registered with the District Registrar, Burdwan in Book No. I, CD Volume No. 23, Pages 4726 to 4762, being No. 07889 for the year 2010, hereafter referred to as the "Head Lease", BDA had granted a lease of the Project Land to the Transferor on, inter-alia, the following terms:
- i) The initial term of the Head Lease will be of 99 (ninety-nine) years from the date of the Head Lease with the entitlement to the Transferor to renew the same for subsequent periods of 99 (ninety-nine) years each with all other terms and conditions remain the same;
  - ii) The Transferor was given the full right and liberty at its own costs and expenses to, inter alia, erect, build,

complete or caused to be constructed, erected, built and completed buildings/ structures and infrastructure like roads etc for the Satellite Township subject to approval of BDA.

- iii) The annual rent for the Head Lease was Rs.36,34,000/- (Rupees thirty-six Lac and thirty-four thousand) payable to the BDA in advance;
- iv) The annual rent per square fact of the Project Land area is to be revised upwards after every 5 years from the date of the Head Lease by a nominal amount not exceeding 10% of the then existing rent. The Transferor shall use the Project Land for running and operating the Satellite Township as envisaged in the Acceptance of Expression of Interest (EOI) floated by BDA being Memo No.305/BDA dated 8<sup>th</sup> November,2004 and not otherwise;
- v) The Transferor is to pay directly to the Municipal Authorities, Panchayat Authorities and all other statutory authorities as may be applicable, all rates and taxes

payable in respect of the Project Land and the buildings/ structures constructed thereon as also pay all other duties, taxes and outgoings that are payable in respect of the Satellite Township irrespective of whether payable by the Transferor or BDA. They are also be at liberty to approach the appropriate Panchayat Bodies for creation of necessary civic and other amenities and services as per statute.

- vi) The Transferor is to make all constructions required for the Satellite Township at its own costs and expenses subject to the consent of BDA and all the required approvals/ vetting from the authorities concerned and also upon getting the building plan sanctioned by BDA and/or Burdwan Municipality;
- vii) The Transferor at all times shall provide the right of general use of the roads and other infrastructure facilities constructed on the Project Land to all the segments, components, entities and persons in the Satellite Township as a "common infrastructure for all";

- viii) Unless the Head Lease is renewed, upon its expiry the Transferor is to peacefully surrender the Project Land to BDA together with all constructions, erections, installations, fixtures, facilities, installations and fittings made on the Project Land;
  
- ix) Upon such surrender, a valuer of international eminence and standard shall be appointed through mutual consultations between BDA and the Transferor for valuation of all the concerned buildings, structures, facilities and/or infrastructure of the Satellite Township, attached to the Project Land, and the valuation so made by such valuer will be accepted by both BDA and the Transferor and thereupon all rights in any construction, additions, alterations or improvements, whether movable or immovable, of permanent or temporary nature, and all new buildings and/or structures, facilities and installations raised by the Transferor on the Project Land shall vest in their entirety with BDA subject to the payment of cost of



the infrastructure etc. to the Transferor by BDA on the basis of valuation as aforesaid;

- x) The Transferor shall be entitled to assign, sub-lease or sub-let the Project Land or any part thereof or any portion of the constructed space thereon for any purpose and in cases of assignments, the assignees shall become direct lessees of BDA and liable to comply with all the obligations and entitled to all the rights of the Transferor under the Head Lease. The lessee, Shrachi Burdwan Development Pvt. Ltd. was and/or has also been authorized & empowered with prior permission of the lessor BDA to enter into Lease Agreements and/or general terms & conditions between the Lessor, and intending transferee (New Purchaser) in respect of the Plots of Land/Bunglows/Flats etc. out of the project land, subject to the conditions that the drafts were formally vetted by the lessor.

- D. The Head Lease records that prior to grant thereof, the Transferor has been authorized and empowered by BDA to enter into lease agreements and/or general terms and conditions with the intending transferees in respect of various properties within the Satellite Township and the Transferor has done so upon the intending transferees agreeing to pay a lump sum payment, the rates of which were decided in consultation with BDA, and that in addition to the amounts payable to the Transferor, such intending transferees will also pay a nominal annual lease rent to BDA which will not exceed Rs.1/- per Sq. ft. of land occupied in cases of residential use and Rs.2/- per Sq. ft. of super built up space of the leasehold property in case of non-residential use, or further escalations thereon, instead of Rs.1/- per sq. mt. for residential use and Rs.10/- per sq. mt. of built up area for non-residential use.
- E. The Transferor had taken possession of the Project Land and commenced development of the Satellite Township by the name of 'Renaissance' by leveling the Project Land, making internal roads, dividing the Project Land into various sections, hereafter

referred to as the "Zones", having plots of various sizes and descriptions in various blocks, both residential and commercial, having separate distinctive numbers and also identifying, earmarking, dividing and developing the areas for constructing singly occupiable buildings, hereafter referred to as the "Bungalows", multi-storied buildings, hereafter called "Towers", comprising of separately occupiable and exclusively enjoyable spaces for residential purpose, hereafter called the "Apartments", together with common areas, amenities and facilities appurtenant thereto and also providing the different Zones with infrastructural facilities and services. Besides the above, the Transferor has also earmarked certain areas to be developed into Zones where plots of lands, hereafter called the "Developable Plots", where the intending transferees would construct at its own costs and expenses subject to the LUDCP.

- F. The Transferor had earmarked one such Zone to comprise of several Towers and named it "Smart Home Zone " at CHITRA 2 & 3, hereafter referred to as the "Said Zone", more fully described in the SECOND SCHEDULE hereunder written.

- G. The Transferee had applied for provisional allotment of one Apartment, hereafter referred to as the "Said Apartment", in one of the Tower being No. \_\_\_\_ under the said Zone the plinth whereof together with One Open/Covered Car Parking Space, hereafter referred to as the "Said Parking Space/s", in the Said Zone, together with such rights, amenities and facilities appurtenant thereto but subject to certain restrictions and bindings all of which are more fully described in the PART-I of the EIGHTH SCHEDULE hereunder written and all of which are hereafter collectively referred to as the 'Said Property'.
- H. By its letter dated \_\_\_\_\_20\_\_\_\_ addressed to the Transferee, hereafter referred to as the "Provisional Allotment Letter", the Transferor had agreed to provisionally allot to the Transferee, the Said Property, inter alia, on the terms and conditions contained in the Provisional Allotment Letter and the General Terms and Conditions of allotment annexed to that letter.



- I. By an Agreement for Sale cum Assignment dated \_\_\_\_\_  
20\_\_\_\_ being Deed No. I-\_\_\_\_\_ for 20 \_\_\_\_\_  
executed by the Transferor and the Transferee, hereafter  
referred to as the "Agreement for Sale cum Assignment", the  
Transferor had agreed to Sale cum Assign to the Transferee, the  
Said Property, inter alia, on the terms and conditions contained  
in the Agreement for Sale cum Assignment read with the  
Provisional Allotment Letter and the General Terms and  
Conditions of allotment as per that letter.
- J. The Transferee had accepted the allotment and the conditions of  
the Agreement for Sale cum Assignment and agreed to make  
payments of all amounts as specified in the Agreement for Sale  
cum Assignment and the Provisional Allotment Letter, hereafter  
referred to as the "Total Payment", and in the manner indicated  
therein and to observe and fulfill all the stipulations mentioned  
therein.
- K. The Transferor completed construction of the Said Property and  
the Said Tower in accordance with the plans as approved by BDA

and sanctioned by all the concerned authorities and also completed the works at the Said Zone and such parts of the Project Land leading to the Said Zone.

- L. By its letter dated \_\_\_\_\_ addressed to the Transferee, hereafter referred to as the "Possession Letter", the Transferor had called upon the Transferee to accept and receive possession of the Said Property upon making payment of the balance of the Total Payment as mentioned in the Possession Letter.
  
- M. The Transferee paid the amounts mentioned in the Possession Letter and the Transferor delivered possession of the Said Property to the Transferee.
  
- N. This deed is now being executed to sell cum assign the Said Property unto the Transferee and assign unto the Transferee the leasehold interest attributable to the Said Property, the area whereof is mentioned in Part-II of the EIGHTH SCHEDULE, hereafter referred to as the "Appurtenant Land".

**NOW THIS INDENTURE WITNESSETH:**

- I. **TRANSFER:** In consideration of the amount mentioned in the THIRD SCHEDULE hereunder written, the entirety whereof has been paid by the Transferee to the Transferor at or before execution hereof, the receipt whereof the Transferor do hereby and by the Memo of Consideration hereunder written admit, acknowledge and confirm, and by virtue of the powers conferred under the Head Lease, the Transferor doth hereby absolutely and forever SELL unto the Transferee, which the Transferee doth hereby accept, ALL THAT the "Said Property" more particularly described in PART-I of the EIGHTH SCHEDULE hereunder written and ASSIGNS unto the Transferee, which the Transferee hereby accepts, ALL THAT the "Appurtenant Land", out of the Project Land, more particularly described in Part-II of the EIGHTH SCHEDULE hereunder written to HAVE AND HOLD both the Said Property and the Apartment Land for the residue period of the Head Lease as also its renewals, if any, with the entitlement of renewals as contained in the Head Lease, yielding and paying during the term of this Assignment, the rent as mentioned in the FOURTH SCHEDULE hereunder written and hereafter called the

"Said Rent", to be revised upwards every 5 (five) years as contained in the Head Lease without any deductions of whatsoever nature and/or kind TOGETHER WITH the right to use and enjoy the common portions of the Satellite Township more fully described in the FIFTH SCHEDULE hereunder written and hereafter called the "Township Common Portions", in common with the other owners and/or occupiers of the Satellite Township, TOGETHER WITH the right to use and enjoy the common portions of the Said Zone more fully described in the SIXTH SCHEDULE hereunder written and hereafter called the "Zonal Common Portions", in common with the other owners and/or occupiers of the other Apartments in the Said Zone, TOGETHER WITH the right to use and enjoy the common portions of the Said Tower more fully described in the SEVENTH SCHEDULE hereunder written and hereafter called the "Tower Common Portions", in common with the other owners and/or occupiers of the other Apartments in the Said Tower, free from all encumbrances, trusts, liens, lis-pendenses and/or attachments whatsoever the Said Property hereby sold and the Appurtenant Land hereby assigned and all the benefits and rights hereby



granted and/or being transferred in the manner aforesaid to the Transferee, SUBJECT HOWEVER to the observance and performance by the Transferee of all the covenants, stipulations, restrictions, and/or obligations of the Transferor under the Head Lease, all of which shall be and be deemed to be covenants running with the said Property AND SUBJECT FURTHER to the observance and performance by the Transferee of the terms and conditions of the management, administration and/or maintenance of the Township Common Portions, the Zonal Common Portions and the Tower Common Portions AND SUBJECT FURTHER to the Transferee paying and discharging all existing and future rates, taxes, impositions, outgoings etc. in respect of the Said Property on and from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Property and proportionately with respect to the Tower Common Portions, the Zonal Common Portions and the Township Common Portions.

- II. **OBLIGATIONS OF THE TRANSFEEE:** The Transferee covenants with the Transferor that it shall:

1. Comply with carry out, observe, fulfill and/or abide by all the terms and conditions embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby.
  
2. Comply with carry out, observe, fulfill and/or abide by all the terms and conditions of the General Terms and Conditions, a copy whereof has been received by the Transferee while making the application for the provisional allotment and the terms and conditions of the Agreement for Sale cum Assignment, and the other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Transferee at or before execution hereof or will be handed over to the Transferee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the

Transferor for the beneficial use and enjoyment of the Satellite Township by all its occupiers.

3. Pay the said annual lease rent to BDA directly in advance for the year for which the same is payable and in case of transfer of the lease hold premises by the transferee the subsequent transferee shall be bound to pay the lease rent to the BDA. In the event of subsequent transfer each and every new transferee shall pay the escalated lease rent over the immediate pre-existing rent at the rate of 50% and such escalation shall be effective for each and every new transfer for each and every unit and it shall be effective on and from the date of registration of the second transferee.
4. Pay any increase in the Said Rent as and when the same is revised time to time and the transferee or their legal heir or assignee or subsequent transferee shall be bound to pay the enhanced lease rent to the BDA.

5. Pay the charges for maintenance of the Township Common Portions, hereafter called the "Township Maintenance Charges", for the Zonal Common Portions, hereafter called the "Zonal Maintenance Charges", as also for the Said Tower, hereafter called the "Tower Maintenance Charges", at such rate and manner as may be fixed from time to time.
  
6. In case the Transferee delays or defaults in making payment of the Said Rent, the Township Maintenance Charges, the Zonal Maintenance Charges or the Tower Maintenance Charges, all of which are hereafter collectively called the "Transferee's Payables", or any one of them within the stipulated time for their respective payments, without prejudice to other rights of the Transferor the Transferee shall become liable to pay interest @ 18% per annum on the defaulted amount of the Transferee's Payables till the date of payment along with interest thereon.



7. Pay all rates and taxes or imposition which are now payable or become payable hereafter in respect of the Said Property. The names of each and every assignee-cum-transferee must be mutated in the Local Gram Panchayat Office within a period of 3(three) months from the date of registration and must obtain their own Holding Numbers against the property (being any constructed unit) and shall pay Panchayat Tax against such Holding as per the law and in default of mutating the name within the said 3(three) Months, Panchayat may levy penalty against such person for such omission of mutation of Holding at any rate as prescribed by -Law. While the transfer of vacant plot (residential, commercial, institutional or mixed in nature) occurs, the Transferees shall be duty bound to construct building thereon within a period of 3(three) years from the date of registration of the final deed of assignment and in the event of default to do so the Panchayat may levy penalty against such person for such omission of construction and/or development at any rate as prescribed by Law.

8. Pay for the supply of electricity consumed by the Transferee for its Said Property at such rate which may be fixed by the Transferor or any other agency set up by the Transferor or directly to the electric energy supplier, as the circumstances will require.
9. Pay all rates, taxes and/or imposition (including service tax and VAT, if any, payable) on the Transferee's Payables which are now payable or become payable hereafter in respect thereof.
10. Use and enjoy all the Township Common Portions, the Zonal Common Portions and the Tower Common Portions subject to such restrictions which the Transferor or any other agency set up by the Transferor or BDA for the purpose of management and maintenance of the Satellite Township, the Said Zone or the Said Tower in the interest of all.

11. Use the Said Property solely for residential purpose and for none other and not convert the Said Property or any part thereof into a place of public worship or for any commercial purpose
12. Not to make any additions or alterations of any permanent nature in the Said Property and even if temporary such should be made in such a manner so as not to cause any damage or endanger the Said Tower in any manner whatsoever.
13. Not to engage in any activity, which is offensive, obnoxious or injurious to public health.
14. Not to use or allow any part of the Said Property to be used for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to the occupiers of the Said Tower or the Said Zone.

15. Not to use or allow to be used the Said Property or any part or portion thereof for the purpose of public guest house, hotel, boarding house or for any other purpose similar thereto.
16. Give up the Said Property on demand if it or any part thereof is at any time required by the Government for any public purpose when the Transferee will be entitled to refund of proportionate amount of compensation money in respect of the Said Property.
17. Permit the concerned authorities including the Transferor, and BDA and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Said Property to view its condition for all reasonable purposes.
18. Not to claim any right, title and/or interest of whatsoever nature or kind over or in respect of the Township Common Portions, or any part or portions of any of them.



19. Not to claim any exclusive right, title and/or interest of whatsoever nature or kind over or in respect of the Zonal Common Portions or the Tower Common Portions or any part or portions of any of them.
20. Keep the Said Property reasonably clean and in habitable condition.
21. Be deemed to have undertaken that he/she is well aware and admits that the Township Common Portions, including without limitation all its common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Satellite Township shall always remain the property of the Transferor and though the Transferor will be responsible for their maintenance and management, either by itself or through a management agency which may be formed for the maintenance and management of the Satellite Township, the Transferee shall have to pay proportionate

charges for such maintenance and under no circumstances will the Transferee object to the Transferor transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Transferor, hereinafter called the "FMC", for the purpose of management and maintenance thereof provided however that the FMC shall at all times work under the guidance of a body having representatives of the Transferor and elected members of the Transferees, hereafter called the "Advisory Body".

**The Advisory Body of the Facility Management Committee  
(FMC)**

1. Additional Executive Officer, Burdwan Development- Chairman  
Authority.
2. Block Development Officer, Burdwan-I Block, PurbaBardhaman-  
Member
3. Inspector-in-Charge, Burdwan Police Station- Member

4. Pradhan, Belkash Gram Panchayat –Member
5. Representative of Burdwan Renaissance Township – Member-Allottees' Association or any other invitee member whom the Chairman of the Advisory Board thinks fit.
6. Representative of Renaissance Township Project or . Member-Authorized Representative of Shrachi Burdwan Developers Pvt. Ltd.

The meeting of the Advisory Board has to be convened once in every three months in which the Facility Management Committee (FMC) will submit report of day-to-day functioning of the FMC.

22. Be deemed to have undertaken that though it has proportionate right title and or interest in the Zonal Common Portions and the Tower Common Portions, the maintenance and management of these will also be done by the FMC under the guidance of the Advisory Body and the Transferee shall have to pay proportionate charges for such management and maintenance to the FMC and the FMC may charge one consolidated amount for managing and

maintaining the Township Co. Port. The Zonal Common Portion and the Tower Common Portion.

23. Allow persons without any obstruction or hindrance, authorized by the Transferor or BDA, to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through the Said Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Said Tower.
24. Have no right to interfere in any manner with any project or activities within the Satellite Township save through the aegis of the Advisory Body.
25. Allow the Transferor and/or BDA to re-enter and take possession of the Said Property in default of observance and performance by the Transferee of any of the terms, conditions and/or covenants on its part.



26. Apply for and have the Said Property separately recorded, mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly.
27. Not to use any Diesel Generator in the Said Apartment during power cuts or otherwise.
28. Become and continue to remain a member of the association of the owners and occupiers of the Apartments of the Said Zone whether already formed or to be formed at the behest of the Transferor, hereinafter referred to as the "Association", for maintenance and management of the Zonal Common Portions and the Tower Common Portions.
29. Continue to keep deposited the amount of the 'Sinking Fund/ Corpus Deposit' deposited by it with the Transferor and deposit such further sum if so required on demand with the Transferor or the FMC, as the case may be, in consultation with the Advisory Body.

30. Comply with and abide by the rules and regulations of utilization of the Satellite Township known as the Development Control Regulation or Handbook for Renaissance as framed by the Transferor or the FMC in consultation with the Advisory Body from time to time.
31. Allow the Transferor or the FMC, as the case may be, to manage and maintain the Apartment Common Portions and the Zonal Common Portions till such time the Association under the West Bengal Apartment Ownership Act, 1972 is formed.
32. Execute agreements with the FMC for the upkeep of Township Common Portions, the Zonal Common Portions and/or the Apartment Common Portions in consultation with the Advisory Body.
33. Pay monthly maintenance charges as and when called upon to do so by the FMC in consultation with the Advisory Body.

34. Not transfer singly its lease hold interest in Appurtenant Land that has been assigned to the transferee but only along with the Said Apartment.
35. Not transfer singly the Said Parking Space/s comprised in the Said Property unless it is to a person owning an Apartment in any of the Towers within the Said Zone.

III. **SPECIFIC COVENANTS OF THE TRANSFEEE:** The Transferee hereby specifically declares and confirms that he/she is fully satisfied with:

- a) The manner vacant possession of the Said Property, has been handed over and accepts such possession;
- b) The construction of the Said Property; the condition and description of all fixtures and fittings installed and/or provided in the Said Apartment as also the amenities and facilities within the Said Tower and the Said Zone;

- c) The design, layout, accommodation, specifications, fittings and fixtures etc in the Said Apartment and with the amenities provided therein and every part and portion thereof as also those in the Said Tower and the Said Zone and has no complaints of whatsoever nature or kind regarding any of those.

**IV. DEFAULT OF THE TRANSFEREE:** If at any time any of the Transferee's Payables remain unpaid for three months after the date on which the same are respectively payable or the Transferee defaults, breaches or does not observe, fulfill or comply with any of covenants, conditions and/or agreements hereinabove on the part of the Transferee to be observed, complied with and/or performed and fails, neglects and/or refuses to rectify the same even after being legally demanded and such demand remaining un-complied for a period of more than one month from the date of the demand, it shall be lawful by the Transferor or BDA to re-enter and take possession of the Said Property or any part thereof in the name of the whole and immediately thereupon the term of the assignment created

hereby shall stand absolutely determined and the Said Property shall become the property and vest in the Transferor or BDA, whoever re-enters and takes possession, without any obligation or liability on the part of the Transferor or BDA, as the case may be, to pay any compensation in respect of the Said Property.

**V. THE TRANSFEROR HEREBY COVENANTS AS FOLLOWS:** The Transferor hereby covenant with the Transferee that:

1. The Transferee timely and regularly paying all the Transferee's Payables and observing, performing and complying with all its covenants and conditions hereinbefore contained and/or on its part to be observed, performed and/or fulfilled, the Transferee shall peacefully and quietly have and hold and enjoy the Said Property during the remainder tenure of the Head Lease as also its renewals, if any, without any interruption, eviction or disturbance by the Transferor or any person or persons claiming under or in trust for the Transferor.



2. Upon expiration of the tenure of the Head Lease, the Transferee shall be entitled to have the lease in respect of the Apartment Land renewed for a like period of ninety-nine years and thereafter to successive like periods upon the same terms and conditions of the Head Lease directly from BDA.
3. The Transferee shall be entitled to mortgage and/or charge the Said Property in favour of any bank or financial institution for the purpose of obtaining loan or similar other matters.
4. In the event of the Said Property being acquired hereafter at anytime under any law, the Transferee shall be entitled to the compensation that may be awarded in respect of the Said Property.
5. The Transferor shall, at the request and cost of the Transferee, do all such further acts, deeds, matters and/or things to perfect the Sale and Assignment hereby made or

any other matter relating to the Said Property and/or the Apartment Land and sign and execute all such other deeds, documents, papers and/or undertakings and render such co-operation and consent to such requests as may be required by the Transferee.

**VI. Maintenance of the Satellite Township:** In the event the Advisory Body recommends that the maintenance, management and upkeep of the Township Common Portions, Zonal Common Portions and/ or the Tower Common Portions is to be carried out by an association of all the owners of the several portions of the Satellite Township, then the Transferee shall become a member of such an association and par take in its affairs in the manner as decided by the Advisory Body.

**VII. Notices:** Any notice to the Transferee required to be served or demand required to be raised shall be affected by sending a letter under Certificate of Posting at the address of the Said Apartment and the certificate of posting granted by the postal authorities shall be accepted by the Transferee as sufficient proof

of service of the said notice. Similarly, a notice to be addressed to the Transferor may be sent under certificate of posting to the address of the Transferor mentioned in this Deed and/or any such address as may be fixed by the Transferor in future and the certificate of posting granted by the postal authority shall be accepted by the Transferor as sufficient proof of service of the said notice.

### **FIRST SCHEDULE**

#### **[Project Land]**

**ALL THAT** the piece and parcel of land measuring about 254.74 Acres comprised in several plots having R.S./C.S plot numbers of Mouza: Goda, J.L. No. 41, Mouza: Isufabade, J.L. No.- 17, Mouza: Nababhat, J.L. No. 16 and Mouza: Kantrapota, J.L. No. 28 all within Police Station: Burdwan and Dist. Purba Bardhaman and adjoining NH- 2 within the state of West Bengal as written hereunder.

Sl. No.	Mouza	J.L. No.	Area (in area)
1.	Goda	41	147.86
2.	Nabahat	16	5.47

3.	Isufabad	17	15.56
4.	Kantrapota	28	85.85
		Total=	254.74

## **SECOND SCHEDULE**

### **[The Smart Homes Zone]**

The Zone being the plot of land, out of the Project Land described in the First Schedule, having a Total Area of **4.01 Acres** comprising in

<u>R.S &amp; L.R. Dag No.</u>	<u>Area (Acre))</u>	<u>Mouza</u>	<u>LR Khatian No.</u>
81	0.29	Kantrapota	361
82	0.97	Kantrapota	361
83	0.34	Kantrapota	361
84	0.64	Kantrapota	361
85	0.60	Kantrapota	361
86	0.19	Kantrapota	361
87	0.06	Kantrapota	361
88	0.21	Kantrapota	361
89	0.37	Kantrapota	361
90	0.14	Kantrapota	361
92	0.01	Kantrapota	361
93	0.19	Kantrapota	361

and known as "Smart Homes" shown bordered in **Green** in Plan A annexed hereto.

## **THIRD SCHEDULE**

### **[CONSIDERATION]**

Total consideration of the said property is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only.

**FOURTH SCHEDULE**  
**(SAID RENT)**

Total amount of Rent payable for \_\_\_\_\_ Sq.Mtrs. of appurtenant land @ Re1 per sq.Mt amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ and \_\_\_\_\_ paisa) only.

**FIFTH SCHEDULE**  
**(TOWNSHIP COMMON PORTIONS)**

1. 33 KV Sub Station and several distribution sub-station.
2. Sewerage Treatment Plant and Sewerage System.
3. Water Body
4. Green Area including landscaped and hard-scaped area
5. Main Roads & Cluster Roads
6. Drainage System
7. Street Lights



8. Entrance Plaza
9. Peripheral Boundary Wall

### **SIXTH SCHEDULE**

#### **(ZONAL COMMON PORTIONS)**

1. Driveways & walk ways.
2. Central Greens, landscaped greens.
3. Underground Water Reservoir.
4. Pump Room.
5. Utility Room.(if any)
6. Borewell (if any)
7. Water Supply System.
8. DG Room/AMF panel room.
9. Electrical sub station.
10. Sewage system including pipelines/manholes.
11. Storm water drain; pipelines, inspection pits and chamber.
12. Electrical System
13. Water supply pipelines and system including but not limited to pumps/values etc.
14. Street Lights within the Zone
15. Cable Trenches
16. One community hall

### **SEVENTH SCHEDULE**

#### **(TOWER COMMON PORTIONS)**

1. Roof, Mumty Room
2. Stair Case and its landings, Lobbies
3. Lift Lobbies and Lift machine room (if any)
4. Overhead Water Tank and pipelines

5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.

**EIGHTH SCHEDULE**

**PART-I**

**[The "SAID PROPERTY"]**

The Said Residential Unit cum Flat cum Apartment being the Unit/Apartment No. \_\_\_\_\_ at Tower..... CHITRA being a G+..... storied residential flat having a super-built up area of \_\_\_\_\_ Sq. Ft. and carpet area of \_\_\_\_\_ Sq. Ft. demarcated in 'Blue' in the annexed Plan-B on the \_\_\_\_\_<sup>th</sup>Floor of Tower ..... within Smart Homes Zones the plinth of which tower is bordered Red in plan A; and entire Zone is butted and bounded as hereunder.

On the North by

On the South by

On the East by

On the West by

**TOGETHER WITH**

TOGETHER WITH

The Two wheeler parking space No. .... in Smart Homes Zone - demarcated in '**Orange**' in the annexed **Plan-C**

TOGETHER WITH

The Car Parking Space being the open/covered/external covered; Car Park No. ....in Smart Homes Zone - demarcated in '**Orange**'in the annexed **Plan-C**

**TOGETHER WITH**

The proportionate share in the Tower Common Portion described in the Seventh Schedule and Zonal Common Portion described in the Sixth Schedule hereto save those areas specifically earmarked for Parking Spaces.

**PART-II****[THE APPURTENANT LAND]**

**ALL THAT** the undivided, proportionate, impartial and singly non-transferable share in the land comprised in the Smart Homes Zone equivalent to \_\_\_\_\_ Sq. Mtrs. Execution and delivery: In witnesses whereof the parties have executed these presents at Burdwan on the day, month and year first above written

Executed and delivered by \_\_\_\_\_

on behalf of the Transferor

in the presence of:

Executed and delivered by the Transferee

in the presence of: