

THIS DEED OF ASSIGNMENT is made this ... day of ..... TWO THOUSAND AND

.....;

**BETWEEN**

**South City Projects (Kolkata) Limited.**, a Company incorporated under the Companies Act, 1956 having its registered office at Premises No. 375, Prince Anwar Shah Road, Kolkata - 700 068, Income Tax Permanent Account No. AAACD8933A represented by its Authorised Signatory Mr. .... (Pan No.)....., son of ....., residing at ..... Post Office - ....., Police Station - ....., Kolkata - ....., hereinafter referred to as the "ASSIGNOR" (which term or expression shall, unless excluded by or repugnant to the subject or context include its successors, successors-in-interest and assigns) of the **ONE PART**;

**AND**

**MESSRS. \_\_\_\_\_ PVT. LTD.**, (Pan No. \_\_\_\_\_) a Company (CIN No.) within the meaning of the Companies Act, 1956, having its registered office at Premises No. \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, represented by one its Directors Shri \_\_\_\_\_, (Pan No. \_\_\_\_\_) (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, by nationality Indian, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, hereinafter referred to as the "ASSIGNEE(S)" (which term or expression shall, unless excluded by or repugnant to the subject or context, include its successor and successor(s)-in-interest) of the **OTHERPART**,

**OR**

\_\_\_\_\_, (Pan No. \_\_\_\_\_) son/wife/daughter of \_\_\_\_\_, by faith \_\_\_\_\_, by Occupation \_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700, hereinafter called and referred to as the "Assignee(S)" (which term or expression shall, unless excluded by or repugnant to the subject or context, include his/her/their heirs, executors, administrators and legal representatives) of the **OTHERPART**.

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**WHEREAS** the Assignor and the Assignee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- (a) The **Kolkata Metropolitan Development Authority (hereinafter referred to as KMDA Authority)** by virtue of an Indenture dated 3<sup>rd</sup> January 2019 has granted a Lease in respect of the land (hereinafter referred to as the **said Property/ said land**) unto and in favour of the **Assignor** for a period of 99 years commencing from 18<sup>th</sup> May 2007 with an option of renewal on such terms and conditions and on payment of premium and rent or otherwise as the Authority may decide at that point of time, for the consideration and subject to the terms and conditions contained and recorded in the said Indenture of Lease (hereinafter referred to as the "**Principal Lease**"). The said Indenture of Lease was duly Registered at the office of the additional Registrar of Assurances-I, Kolkata, recorded in Book - I, Volume No. 1901-2019, Pages from 48885 to 48915, being No. 190100848 for the year 2019. The land parcels comprised in the said Principal Lease is more fully described in **First Schedule** hereunder written.
- (b) Assignor had decided to construct Two Buildings/Towers within the said land in Two Phases, the First Phase and Second Phase, each phase having one tower. It was also decided that both the phases to be together known as "South City Businesspark" (hereinafter also referred to as the **Complex**). (Plan attached as **Annexure A**)
- (c) The Assignor, in pursuance of aforesaid decision, obtained a Building Plan Sanctioned by the Kolkata Municipal Corporation for construction of a building/tower having G + 12 Upper floors vide Building Permit being No. 2011120541 dated 28<sup>th</sup> March, 2012 together with required allied approvals and sanctions from respective statutory authorities required for the purpose of the said construction (hereinafter referred to as the **First Phase**).
- (d) The **Assignor**, based on the said sanctioned plan, has completed construction as per Indian Green Building Commercial (IGBC) Standards for Gold rated certified of the said First Phase of **South City Businesspark** and the Kolkata Municipal Corporation (KMC) has also granted Completion Certificate being No. 2019120053 dated 9<sup>th</sup> August, 2019.
- (e) The said Principal Lease inter alia provides as follows:
- ".....At or before execution of this Deed, the Lessee has obtained necessary permission and/or approval of the authority for sub-leasing and/or sub-letting and/or transferring and/or assigning the

Demised Plot and/or the new buildings to be constructed thereon upon payment of a sum of Rs. 13,61,25,000/- (Rupees Thirteen Crores Sixty One Lacs Twenty Five Thousand Only) and upon such payment being made, the Lessee or any person claiming through or under it shall be entitled to sub-lease and/or sublet and/or transfer and/or assign the new buildings to be constructed thereon for which no further consent of the Authority shall be necessary and/or required and this deed by itself is and shall be treated as the consent of the Authority PROVIDED HOWEVER that the assignee or transferee shall utilize the constructed space in the Demised plot for a purpose in conformity with the purpose of the original Lease. AND THAT the Lessee shall be bound to communicate to the Authority/Lessor the particulars of such Sub-Lessee/Assignee as the case may be .....

(f) The Assignee above named after having caused necessary investigation and searches, as also having inspected all deeds and documents including the sanction plan, has/have duly satisfied himself/herself/themselves with regard to the rights, title and/or interest of the Assignor in respect of the said South City Businesspark, has approached the Assignor for allotment and/or ASSIGNMENT of an Office Space with parking space within the First Phase of South City Businesspark..

(g) The Assignor herein on being approached and requested by the Assignee herein, by an agreement dated..... (hereinafter referred to as the said Agreement) has allotted and/or agreed to grant Assignment in respect of an Office Space together with parking space **which is more fully described in the Second Schedule** hereunder written and hereinafter collectively referred to as the said Unit in favour of the Assignee at or for the agreed consideration and the Assignee has further agreed to abide by and comply with all the terms, conditions and stipulations contained therein and that of the Principal Lease and the Assignee herein has now requested the Assignor to execute and register the Deed of Assignment in his/her/its favour.

(h) The various terms used in this Deed , unless it be contrary or repugnant to the subject or context, shall have the meaning assigned to them as stated in **Third Schedule** hereunder written and the same shall be deemed to be part of this Deed .

(i) Any terms and conditions covenants or restriction, contrary to this Deed, agreed orally or in writing or by brochure or media shall be deemed to have been waived and/or

modified and/or rectified and/or amended.

**NOW THIS DEED OF ASSIGNMENT WITNESSETH**

1. That in pursuance of the said agreement and in consideration of a premium of Rs...../- (Rupees ..... ) paid by the Assignee to the Assignor and the yearly rent hereinafter reserved and of the Assignee's covenants, conditions and undertakings and agreements hereinafter contained to be paid, observed and performed by the Assignee, the Assignor do by these presents demise and Assign unto the Assignee ALL THAT the said Unit, morefully and particularly described in the **Second Schedule** and delineated in a map or plan annexed hereto marked **Annexure B**, TOGETHER WITH right to use the common parts portions areas and facilities as mentioned in the **Fourth Schedule** hereunder written but subject to payment of proportionate maintenance charges, inter alia, for common facilities and services as mentioned in **Fifth Schedule** hereunder written AND subject to observing and performing the Common Rules as mentioned in the **Sixth Schedule** hereunder written for the mutual benefit of the occupants of the complex AND subject to mutual easements as mentioned in **Seventh Schedule** hereunder written, AND subject to the Reserved Right of the Assignor as mentioned in **Eighth Schedule** hereunder written AND TO HAVE AND TO HOLD the said unit unto the Assignee for the residue period of the Principal Lease YIELDING AND PAYING THEREFOR the annual Lease rent @ Rs.3.30/- per sq. ft. on carpet area together with applicable taxes, per annum subject to proportionate increase from time to time as may be made by the KMDA, without any deduction or abatement on or before 7<sup>th</sup> January of each year in advance during the term of the Assignment.

2. The Assignee doth hereby agree and covenant with the Assignor as follows:-

2.1 **User Right:** The Assignee shall use his/her/its/their respective units in his/her/its/their concerned Phase only as an office to carry on such trade/business/profession as he/she/they deem fit. Provided, however, such carrying on office shall be in conformity with the terms contained in the said Principal Lease.

2.2 **User only during Business Hours:** The Assignee and/ or his/her/their/its nominees shall use the Unit only during the Business days and office hours of the concerned

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Phase as may be decided by the Assignor from time to time and shall accordingly be entitled to the common services and the amenities and facilities during such time.

**23 Payment of Annual Rent, Maintenance Charges and Rates & Taxes:** The Assignee shall make timely and regular payment of annual rent of Rs. 3.30/- per sq. ft. plus applicable taxes on the carpet area of the Unit on or before the 7<sup>th</sup> day of January every year in advance to the Assignor and in case of revision of annual rent by KMDA, the annual rent will be proportionately revised from time to time and also to make timely and regular payment, month by month and every month, of his/her/their share of monthly Maintenance Charges as also the rates and taxes and other outgoings as mentioned below in Clause 5 including electricity charges as per the reading of the meter(s) meant for the Unit. The Assignee simultaneously with the execution hereof has also entered into a Facility and Maintenance Agreement with the Assignor for availing common services, amenities and facilities and has agreed to abide by the terms thereof.

**24 Observance of Rules:** The Assignee shall observe and comply with all the common rules and the Assignee's Covenants and conditions mentioned in Parts I and II of the **Sixth Schedule** and also the terms and conditions recorded in this Deed and further the rules, regulations and bye laws as may be framed by the Assignor and/or any one authorized by the Assignor in its behalf.

**25 Easement:** The Assignee shall not object, obstruct or interfere with the proposed construction of the Second Phase and dealing with the same in such manner as the Assignor may decide at its absolute discretion nor obstruct the Assignor in exercising its rights reserved in **Seventh Schedule**.

**26 Restriction:** The Assignee shall not make temporary or permanent structure or shade on the terrace and not to carry out any structural, additions and alterations within the said Unit or the terrace, save with the prior permission in writing first had and obtained from the Assignor. All repairing inside the Unit shall be done by the Assignee at its/his own costs and expenses. The Assignee shall not partition or sub-divide the Unit or any part thereof in any manner whatsoever, provided, however, that the Assignee may make internal wooden/glass/gypsum board partition within the said Unit.

**27 Not to claim any right or interest in any other portion of the Complex or the land and**

the right of the Assignee shall remain restricted only to the said Unit and specified common portion of the concerned Phase.

- 2.8 Right to use Car Parking:** The Assignee shall use the car parking/s, which are specifically allotted to the Assignee, only during the office hours and shall not be entitled to claim the right to use the said car parking/s beyond the office hours.
- 2.9 Rules for interior fit outs:** The mandatory measures and suggestive measures respectively mentioned in Parts - III and IV of **Sixth Schedule** to be strictly followed.
- 2.10 LEED Commercial interiors:** The material used for interiors should be as per the Indian Green Building Commercial (IGBC) Standards for Gold rated certified building.
- 2.11** The Assignee is aware that in terms of the scheme formulated by the Assignor, they will be constructing **Second Phase** within the said land which will consists of One Tower and, as such, shall not do any act deed or thing whereby **Assignor** is prevented from undertaking construction and/or development of the said **Second Phase** and hereby consents to the same.
- 2.12 IGBC recommendation :** Apart from the measures stated in Parts III and IV of the **Sixth Schedule** the Assignee shall duly comply with further measures and suggestions as may from time to time be recommended by the IGBC with regard to making of interior fit outs as also use and occupation of the Unit.
- 2.13** The Assignee shall, upon expiry of the residue of the unexpired term of 99 years commencing from 18<sup>th</sup> May, 2007, handover the Khas, Vacant and peaceful possession of the unit to the Assignor in it's the then prevailing state.

**3. The Assignor doth - hereby covenant with the Assignee as follows:**

- 3.1 Absolute right:** The Assignor has full and absolute right, power and authority to assign the said Unit to the Assignee.
- 3.2 Have and hold:** Subject to observing the terms, conditions and covenants of the said Agreement, Principal Lease and this Deed, the Assignee will be entitled during the term of the ASSIGNMENT to have and hold and enjoy the Unit, and to receive the rents, issues and profits therefrom.
- 3.3 Further acts:** The Assignor shall, at the costs of the Assignee, do all such acts and execute all such documents as may be required by the Assignee for more perfectly assuring the Unit unto the Assignee and shall also produce all documents relating to

the said Principal Lease, as and when needed, unless prevented by any reason beyond its control.

- 3.4 SUBJECT to the Assignee paying maintenance charges, municipal taxes and other outgoings and observing and performing all terms, covenants and conditions herein contained and on the part of the Assignee to be paid, observed and performed, the Assignee shall and will peaceably and quietly hold, possess and enjoy the said Unit and every part thereof without any, interruption or disturbance from the KMDA and/or the Assignor or any person or persons claiming through, under or in trust for the Assignor.
- 3.5 The Assignor undertakes to keep the Assignee indemnified against any claims, actions, demands, proceedings and liabilities arising from or in respect of the development of the Complex and/or any part or portion thereof and/or non-performance or default of its obligations under the said Principal Lease.
- 3.6 Subsequent to execution and registration of this Deed, the Assignee shall be entitled to mortgage and/or charge the leasehold interest in respect of the said Unit from the date of execution, for which no further consent of the Assignor would be necessary and/or required and this deed by itself is and shall be treated as the consent of the Assignor.
- 3.7 The Assignee shall be entitled to carry out all repairs, renovations and/or improvements into or upon the said Unit at its own cost without creating any structural additions and alterations subject to compliance of whatever stated in clause 2.6 hereinabove.
- 3.8 The Assignor, at the cost and expenses of the Assignee, shall, as and when required, execute such further and/or other assurances and give such consent and do such lawful acts deeds and things as may be deemed necessary by the Assignee for better use and enjoyment of the said Unit.
- 3.9 The Assignee shall have the right to Assign and/or Sub-let the said Unit at such rent, premium or other consideration as the Assignee may deem fit and proper PROVIDED HOWEVER such Assignee and/or the Tenant as the case may be shall be bound by the terms and conditions herein contained as also the said Principal Lease and on the part of the Assignee/tenant to be performed and observed. In case of any such assignment/tenancy the Assignee/tenant shall keep the Assignor informed about the same and provide a certified copy of the deed to be executed for the purpose for their information and record. The Assignee shall remain primarily responsible to the Assignor for the said Unit and rent thereof and shall keep the Assignor indemnified against all

actions or omissions of the Assignee/Tenant which may result in any claim against the Assignor.

**3.10** PROVIDED ALWAYS and it is hereby further agreed and declared by and between the Parties hereto that, if at any time there shall be any material breach of non-observance or non-performance of the terms and conditions and the covenants and conditions herein contained on the part of the Assignee to be observed and/or performed leading to disturbance/damages caused to the Assignor and/or other Assignees of the South City Businesspark, then and in that event the Assignor and/or the affected Assignee as the case may be, shall call upon the Assignee by giving two months' notice in writing (hereinafter referred to as the NOTICE PERIOD) to remedy such defects and/or latches and/or to compensate the damages suffered by them. If the Assignee fails to remedy and/or rectify such latches or to compensate the damages caused due to their act, within the said notice period then and in that event the Assignor or the concerned Assignee may initiate legal proceedings against the Assignee for necessary redressal and recovery.

**4. The mutual Covenants between the parties herein :-**

- 4.1 As from the date of execution of this deed, the Assignee shall be entitled to receive, realize and collect all rents issues and profits in respect of the **said Unit**.
- 4.2 The Assignor of its own or through its nominated Facility Management Company (FMC) shall manage and maintain the said South City Businesspark till formation of Holding Organisation (HO) to take charge of maintenance and management of the South City Businesspark, in particular the common areas and installations. It is expressly agreed that the Assignor /FMC shall make every effort and endeavour to ensure regular and uninterrupted availability of the facilities and services of all the Common Installations in the said South City Businesspark and the Assignee shall be entitled to common user and enjoyment thereof. The Assignee agrees and covenants to be bound and to observe, fulfill and perform all rules and regulations as may be framed and/or made applicable by the Assignor / FMC/HO from time to time for the maintenance and management of the said South City Businesspark, particularly the common areas and installations. The Assignee also agrees and covenants to regularly and punctually pay to the Assignor/FMC/HO, the maintenance charges and other amounts payable in respect of the said Unit.
- 4.3 It is agreed and recorded that the Assignor/FMC shall not be liable for failure, delay or interruption for rendering any of the services and maintenance in the said Unit/South City Businesspark and in the common areas caused by industrial disputes, shortage of



supplies, mechanical and electrical failure or breakdown, adverse weather condition or other causes beyond the control of the Assignor and it is further agreed and recorded that the Assignor shall be entitled to suspend any of the services while works of repair, alteration or installation are being carried out. It is however agreed that the Assignor, shall make every effort and endeavour that the same is put right and/or restored at the earliest.

- 44 The Assignee shall be liable and agrees to abide by such further house rules as may be made applicable by the Assignor and/or any FMC engaged by the Assignor.
- 45 The Assignor being the Lessee under the said Principal Lease do hereby covenant with the Assignee to regularly and punctually make payment of the Lease Rent in terms of the said Principal Lease. The Assignee in the like manner do hereby covenant with the Assignor to regularly and punctually make payment of the Rent in terms of this Deed.
- 46 The Assignor shall commence construction of Second Phase of South City Businesspark after obtaining all permissions and/or approvals from Kolkata Municipal Corporation and other authorities for the said purpose and the Assignee hereby consents to the same. The Assignor shall be entitled to put neon sign, hoardings and other display materials on any part or portion of the roof, the Assignee hereby consents and waives all rights to enable the Assignor to put up such neon sign, hoardings and other display materials and agrees not to raise any objection whatsoever or claim any share in any income arising out of the same. For the purpose of erection and repair, replacement of such neon signs/hoardings etc., the Assignor shall be entitled to use the lifts, stair case, common parts and portions.
- 47 In the event of the said Unit or any part thereof being materially damaged or destroyed by earthquake, tempest, fire or other acts of God or any irresistible force, riot, civil commotion, explosion, malicious damage such as acts of terrorism, impact by aircraft and articles dropped from aircraft and such other risks so as to render the Unit or any part thereof substantially and permanently unfit for the purpose for which it has been assigned, this assignment shall stand determined unless the Assignee makes the payment of all costs, charges and expenses for the reinstatement of the said Unit to the Assignor, provided however, for any reasons whatsoever if in the opinion of the Assignor, the said Unit together with remaining area of the said South City Businesspark is not capable of reinstatement in that event the Assignee shall be entitled to appropriate its insurance claim receivable from its Insurer and this assignment shall stand determined.

5. **MANAGEMENT AND MAINTENANCE OF COMMON AREA OF THE COMPLEX:**

5.1 The Assignor shall form Holding Organisation (H.O) and handover all common area parts, portions and amenities exclusively in respect of first phase and Second phase as mentioned in Part I, Part II and Part III of the **Fourth Schedule** to the Holding Organisation who may nominate and/or appoint **Facility Management Company (FMC)** for all or part of the services for maintenance and the said FMC or HO shall realize proportionate maintenance charges for the services of the Concerned phase / phases and common services between the First phase and Second Phase. The Assignee shall pay the maintenance charges to HO or FMC, as the case may be. However, till such time the HO is formed, Assignor shall manage the common area and services as detailed in Fourth Schedule and shall realize proportionate cost and charges from concerned occupiers of both the phases.

5.2 **Rules for common enjoyment:** The Assignee shall observe the common rules mentioned in Parts - I and II of the **Sixth Schedule**, which may be altered or modified from time to time as the Assignor/H.O. may decide and shall be binding on the Assignee.

5.3 **Costs of maintenance:** The Assignee shall bear and pay the costs and expenses for the operation, management, maintenance, repairs, replacements and/or renovation of the common portions and the GST, if any, and the same to be calculated at the rate to be determined by the Assignor or the H.O. which will include 15% management fee, on the area of the unit and the same shall for all intents and purposes be deemed to be the reasonable maintenance charges. The Assignee, simultaneously with the execution hereof, has entered into a facility and maintenance agreement detailing therein the services, facilities and amenities to be availed of by it and the charges thereof to be paid by it.

5.4 **Payment:** Payment of the Monthly Maintenance charges will be made in advance on or before the 7<sup>th</sup> day of each and every month for which the same shall be payable. The initial amount of the same will be provisionally assessed by the Assignor and be paid to the Assignor till such time the H.O. is formed and the management and control of the common portions is handed over to the H.O. by the Assignor for maintenance. The maintenance charges will become payable on and from the Possession Date.

- 55 **Rates and Taxes:** All rates, taxes and impositions on the complex as from the Possession Date until the same are separately assessed shall be proportionately borne and paid by the Assignee (the "Tax Share") on a monthly or such periodical basis and according to such estimates as may be decided by the Assignor or the H.O. as the case maybe.
- 56 **Handing over to the Holding Organisation:** After the formation of the H.O. and simultaneously with the handing over of the management and control of the common portions, the Assignor shall made over the deposits placed by the Assignee, if any, to the HO, who shall thereafter hold the same in trust for the Assignees. However, the Assignor shall be entitled to adjust all nature of outstanding receivable including maintenance due from the Assignee, from the Deposit of such Assignee.

#### 6. DEFAULTS

- 6.1 **Withholding Utilities:** In case of default in payment of maintenance charges or the Tax Share on the part of the Assignee continues for more than 60 days, the Assignor, and after them, the H.O., shall be entitled to withhold supply to the Assignee and/or to the Unit, all or any of the facilities including, but not restricted to, usage of the lift, generator, water supply. However the Assignee shall be liable to pay maintenance charges or the Tax Share with interest @2% p.m. and the other amounts even for the period the utilities and services were withheld due to default of the Assignee.
- 6.2 **Continuation of default:** If the Assignee continues to commit such default for more than three months then and in that event, the Assignor, and after them, the H.O., shall be entitled to the rents accruing from the Unit of the Assignee, if the same has been let out and / or is under tenancy and/or Assignment.
- 6.3 **Negative Covenants:** The restrictions mentioned above, shall also operate as negative covenants of the Assignee as its undertaking and be enforceable in law.
- 6.4 **First Charge:** In the event of assignment of the Unit by the Assignee, the Assignor and after them the H.O., will have first charge and / or lien over the rent, issues and profit arising out of the Said Unit for payment of any arrear along with interest accrued thereon.

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**7. Property Rates and Taxes**

- 7.1 All rates, taxes and outgoings of whatsoever nature under any Act (the "outgoings") levied on the Unit shall be paid and discharged by the Assignee and until the same is separately assessed, the Assignee shall pay the proportionate outgoings to the Assignor or the H.O., as the case maybe.
- 7.2 Till such time the apportionment is complete and raising of separate bills commenced by the concerned authority in respect of the said Unit, the Assignee shall pay all rates, taxes and other outgoings in respect of his/her/their Unit, exclusively and those in respect of the common portions proportionately to the Assignor and/or the H.O., after its formation, provided however that if any additional amount be payable due to user or rental income of the Unit, then the same also shall be paid exclusively by the Assignee.

**8. Defects**

- 8.1 **Decision of Architect Final:** If any work in the Unit is claimed to be defective by the Assignee within a period of 60 (Sixty) months with effect from the date of CC, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Assignor shall, at its own costs, remove the defects, if any. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.
- 8.2 The defect liability responsibility of the **Assignor** shall not cover defects, damage, or malfunction resulting from (i) misuse; (ii) unauthorised modifications or repairs done by the **Assignee** or its nominee/agent; (iii) cases of force majeure; (iv) failure of Assignee to maintain the amenities/equipment; (v) accident; and/or (vi) negligent use. Provided that where the manufacturer warranty as shown by the **Assignor** to the **Assignee** ends before the defect liability period and such warranties are covered under the maintenance contract and if the annual maintenance contracts are not done/renewed by the **Assignee**, the **Assignor** shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment,

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fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common area amenities wherever applicable. The **Assignee** has been made aware and the **Assignee** expressly agrees that the regular wear and tear of the Unit/South City Businesspark/phase excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of **Assignee** it shall be necessary to appoint an expert who shall be a nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 83 **Use of Natural Materials:** Natural materials like marble, granite, wood, sandstone etc. contain grains with inherent structural differences and as a result whereof cracks, inherent impurities etc. are likely to occur. The Assignor shall not be responsible for cracks, discolouring or deterioration in the quality of such natural materials.

9. **GENERAL:**

- 9.1 **Statutory Alteration:** If any alteration in the complex or the Unit is required by the KMC or any other authority then the Assignor may do so without any prior intimation to any of the Assignee(s). The Assignee hereby records and gives his/her/its/their consent to such future Statutory Alterations.
- 9.2 **Remaining Units:** The right of the Assignee will remain restricted within the said Unit with free ingress and egress from the area / passage specified therefor by the Assignor and the other units, parking spaces and all other areas and open spaces will remain vested in the Assignor, and the same will be dealt with in its absolute discretion.
- 9.3 **Mutation:** The Assignee shall have his/her/their Unit separately mutated and assessed for the rates and taxes at his/her/their own costs and expenses with all the concerned authorities.
- 9.4 **Complex Name:** The Complex shall be named and known as "South City Businesspark". The same may be changed by the Assignor at its sole discretion.
- 9.5 **Joint Assignee:** In case, the Assignees for any Unit being two or more, then all of them will be jointly and/or severally liable for due compliance and performance of the terms


and conditions of this Deed. Service of notice on any of the joint Assignees will be deemed to be a proper service of notice on all the Joint Assignees.

- 9.6 **Assignor's right to assign:** The Assignor may assign or delegate all or any of their rights and obligations hereunder unto and in favour of any other person or persons as they may deem fit to which the Assignee shall not raise any objection of any nature whatsoever.
- 9.7 **Notices:** All notices and/or communications shall be deemed to be served on the 4<sup>th</sup>(fourth) day of the date the same are sent by registered /speed post with or without acknowledgment due. These will be sent to the Assignee(s) at his/her/its their address recorded with the Assignor for the time being.

#### 10. Miscellaneous:

- 10.1 TITLE- OWNERSHIP - Save as provided in this Deed, no right, or interest in the South City Businesspark or any part thereof shall pass / be transferred to the Assignee by virtue of these presents or otherwise.
- 10.2 MODIFICATION / VARIATION - No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Deed and signed by the duly authorised representatives of both Parties.
- 10.3 WAIVER / FORBEARANCE - The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the Parties with regard to the enforcement of any of the terms of this Deed, the same shall not be construed as a waiver by the Party showing such indulgence or tolerance and any such indulgence or forbearance shall not be deemed to be a waiver of the rights and the Parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.
- 10.4 DISPUTE RESOLUTION AND ARBITRATION:
1. Disputes. Any disputes or difference arising amongst the Parties herein as to the construction of any of the terms of this Deed or as to any matter or thing of whatsoever nature arising there under or in connection therewith, including any question regarding its existence, validity or termination of this Deed shall be considered as a dispute (the "Dispute"). Either Party may give written notice of a Dispute to the other Party within Ten (10) days of the occurrence of the event

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which gives rise to such Dispute or the day that such event came to the notice of the concerned Party.

- ii. Mediation. On any Dispute being raised by any Party, the Parties shall initially seek to mediate such Dispute by arriving at an amicable solution by meeting within Seven (7) days from the first notice of Dispute and if such Dispute is not resolved by mediation of Parties within a period of Thirty (30) days, the Parties shall then resort to Arbitration in terms of Clause iii. below.
- iii. Arbitration. If any Dispute arising between the Parties is not amicably settled within Thirty (30) days of commencement of amicable attempts to settle the same as provided above, the Dispute shall be referred to, and be finally settled by arbitration and shall be submitted to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996, as amended up to date. The decision of the arbitrator shall be final and binding on the Parties.
- iv. Language and arbitration venue. The arbitration proceedings shall be conducted in English language and the seat and venue for the same shall be Kolkata.
- v. It is clarified that in the event of any disputes or difference inter se between the Assignees and any occupier of the South City Business Park the same shall be referred to the Assignor for the resolution thereof and the decision of the Assignor shall be final and binding amongst the parties in dispute.

105 ANTI-BRIBERY, CORRUPTION AND PROHIBITED BUSINESS PRACTICES – Each Party will be familiar with and will strictly comply with all Applicable Laws related to bribery, corruption, and prohibited business practices. The Parties have not and will not, for the purpose of unlawfully influencing or inducing anyone to influence decisions in favour of the Assignor, Assignee or any of either Party's affiliates/agents/employees/sub-contractors, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his / her family members or (c) any payments or gifts (of money or anything of value) to anyone. The Parties shall not, under any

circumstances, reimburse one another for any such political contributions, payments or gifts.

10.6 ENTIRETY AND SEVERABILITY - This Assignment Deed, including the attached Schedules or any other document executed between the Parties pertaining to the said Unit constitutes the entire agreement between the Assignor and the Assignee with respect to the said Unit alone and supersedes any other prior oral or written communications, representations or statements with respect to the transaction contemplated in this Deed. If a court finds any provision of this Deed to be invalid, the remainder of the Assignment Deed will be valid, enforceable and effective.

**FIRST SCHEDULE ABOVE REFERRED TO**

**(THE SAID PROPERTY)**

All that piece and parcel of land measuring 2.5 acres be the same a little more or less comprised in part of R.S. Dag No. 520(P)(0.125Acre), 523(P) (0.175 Acre), 524(P) (0.005 Acre), 525(P) (0.08 Acre), 581(P) (0.94 Acre), 582(P) (0.475 Acre) and 591(P) (0.7 Acre) of Nonadanga Mouza, J.L. No. 10, being KMDA Plot No. IND-6 and Municipal Premises No. 770, Anandapur, P.S. Anandapur, Kolkata - 700 107, duly butted and bounded:

On the North: by :10.10Mtrs wide road;

On the East by : 15.50 Mtrs wide road;

On the South by :10.10Mtrs wide road;

On the West by :Plot No. IND-6/4A, IND-6/1A & 6/3 .

**SECOND SCHEDULE ABOVE REFERRED TO**

**"UNIT" shall mean and include the following:-**

ALL THAT the bare shell Office Unit being No(s).\_\_\_\_ on the \_\_\_ floor of the First Phase of **South City Businesspark** situated at the said Property being Premises No. 770, Anandapur, Kolkata 700 107 having Built-up area of \_\_\_\_ sq. ft. (be the same a little more or less) and corresponding Carpet Area of \_\_\_\_ sq. ft. (be the same a little more or less), with right to park \_\_\_ car in the allotted \_\_\_\_\_ car parking space AND TOGETHER WITH the right to use in all common parts portions areas and facilities comprised in the said **South City Businesspark** AND TOGETHER WITH the undivided indivisible proportionate share in the lease hold interest of the Land comprised in the said land and attributable to the **said Unit** TOGETHER WITH all yards,



ways, liberties, easements, privileges, appendages and appurtenances belonging or in any way appertaining to or usually held occupied or enjoyed therewith or reputed to belong or be appurtenant thereto TOGETHER WITH the right of free ingress and egress thereto and there from over all passages staircases and other common parts and portions comprised at the said **South City Businesspark** at the said Property .

**THIRD SCHEDULE ABOVE REFERRED TO**

**(DEFINATION)**

- (a) "Assignor" shall mean **South City Projects (Kolkata) Limited.** and its successors-in-interest and/or assigns.
- (b) (i) "Assignee" shall mean the Assignee/s named in this Deed and also his/her/their respective heirs, executors, administrators, legal representatives, successor or successors-in-office.
- (ii) "Assignees" shall mean the Assignees respectively of several Units and Parking spaces at the First Phase and Second Phase of the Complex and also their respective heirs, executors, administrators, legal representatives, successor(s) or successors-in-office.
- (c) "Premises" shall mean the Municipal Premises No. 770, Anandapur, P.S. Anandapur, Kolkata - 700 107.
- (d) "Complex" is consisting of 2 phases, First Phase and Second Phase, the First Phase has already been completed and the construction of Second phase yet to commence. Both the Phases are Green Building as per the Indian Green Building Counsel (IGBC) guidelines.
- (e) "First Phase" shall mean the G plus 12 storied building consisting of several Offices/Units and common portions.
- (f) "Second Phase" shall mean a tower having multiple floors to be constructed within the said property upon obtaining necessary permissions/approvals/consent from the Authorities concerned.
- (g) "Unit" shall mean the self-contained constructed office together with adjoining terrace, if any, at the first Phase and the same meant for exclusive use and enjoyment by the Assignee for office purpose only, together with the right to use the Car Parking Space, more fully described in the **Second Schedule.**

- (h) "UNITS" shall mean the several Units and Parking Spaces of both the Phases.
- (i) "Parking Spaces" shall mean right to park a medium sized car and/or two wheelers, if any, allotted by the Assignor in the covered parking spaces on the Ground, 1<sup>st</sup> and 2<sup>nd</sup> floors or within the open area meant for parking and/or proposed mechanical parkings as per completion plan on the open area of the said land which can be used for parking of cars or two wheelers only during office hours. The Assignor shall exclusively be entitled to grant the right of such space for parking cars to any person and/or persons of both the phases for consideration or otherwise.
- (j) "Plan" shall mean the plan being B.P. No. No. 2011120541 dated 28/03/2012 in respect of the first Phase sanctioned by KMC in respect of first Phase and also the plan which will be sanctioned and approved by KMC upon its submission for the Second Phase.
- (k) "Roof" shall mean the ultimate roof of the First Phase which will be for the use of the Assignor and the Assignee shall not have any right over the same.
- (l) "Exclusive Private Roof / Terrace Area rights" shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof / Terrace Area, if any, as mentioned in the **Second Schedule** herein with exclusive use of the same with the right to transfer such rights and entitlements along with the transfer of the said Unit.
- (m) "Common Portions"
- (i) "Exclusive common area, facilities and services for First Phase" will be those mentioned in Part-I of Fourth **Schedule** hereunder written.
- (ii) "Exclusive common area, facilities and services for Second Phase" will be those mentioned in Part-II of Fourth **Schedule** hereunder written.
- (iii) "General common area, facilities and services for First Phase and Second Phase" will be those mentioned in Part-III of Fourth **Schedule** hereunder written.
- (n) "Carpet Area" - shall mean the net usable floor area of an unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, if any, but includes the area covered by the internal partition walls of the Unit..
- (o) "Built up area" of the Unit, shall mean its plinth area including projections and cupboard areas and the thickness of its external walls/glass glazing and internal walls and columns

therein provided that if any wall or column be common between two Units, then only one half of the area under such wall or column shall be included in the built up area of such Unit.

- (p) "Terrace area" shall mean the open terrace adjacent to the Unit, if any, and for the purpose of calculation of liability towards rent or maintenance charges, 50% of the terrace shall be taken in account.
- (q) **Holding Organisation** (H.O.) shall mean the entity to be formed by the Assignor for administration and management of the common portions of the South City Businesspark and rendering of common services to both First and Second Phase thereof and also for realizing and disbursing the maintenance charges.
- (r) "Office Hours" shall mean and include the period from 9 A.M. upto 8 P.M. between Mondays to Fridays and 9 A.M. upto 6 P.M on Saturdays day and shall not include Sundays and other public holidays (National, Local and as per NI Act)
- (s) **Original / Principal Lease** shall mean the Lease Deed dated 3rd January, 2019.
- (t) "WBHIRA" shall mean the West Bengal Housing Industry Regulation Act 2017 and rules framed thereunder.
- (u) "KMC" shall mean the Kolkata Municipal Corporation.
- (v) "Advocates" shall mean the advocate (s) as may be appointed by the Assignor.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**PART -I**

**[ EXCLUSIVE COMMON AREA, FACILITIES AND SERVICES FOR FIRST PHASE]**

1. Overhead water reservoir and the distribution pipes.
2. The entrance lobby and the lobbies on each of its floors and the staircase.
3. The lifts and the equipment's in connection with installations and running of the lifts, including the wells in each floor and rooms.
4. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the Units.
5. The ventilation shaft, ducts, wells at each floor and ground floor. Water pumps, and

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distribution pipes.

6. Common toilets of the tower
7. Common Firefighting system with in the tower
8. Security and Housekeeping services.
9. CCTV
10. Other electro mechanical devise installed inside the common area.

**PART -II**

**( EXCLUSIVE COMMON AREA, FACILITIES AND SERVICES FOR SECOND PHASE)**

1. Overhead water reservoir and the distribution pipes.
2. The entrance lobby and the lobbies on each of its floors and the staircase.
3. The lifts and the equipment's in connection with installations and running of the lifts, including the wells in each floor and rooms.
4. Electrical wiring and fittings and fixtures for lightings the staircase lobby, the common portions for operating the lift and from the ground floor to all the Units.
5. The ventilation shaft, ducts, wells at each floor and ground floor. Water pumps, and distribution pipes.
6. Common toilets of respective tower
7. Common Firefighting system with in the tower
8. Security and Housekeeping services.
9. CCTV
10. Other electro mechanical devise installed inside the common area.

**PART -III**

**(GENERAL COMMON AREA, FACILITIES AND SERVICES FOR FIRST & SECOND PHASE)**

1. Common Fire Fighting and protection fire refuge if any.
2. Generator and space required for installing the same.

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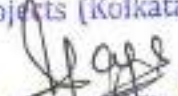
3. Water Treatment Plant
4. Underground tank for fire and domestic water
5. L.T. Panel Room
6. Building Management System (BMS) room including all installation related to the Concerned phase and Reserved Portion.
7. High Tension /L.T. Sub Station Room, Meter room.
8. Sewerage Treatment Plant.
9. Fences, hedges, boundary wall and gate of complex, driveways/spaces of the complex.
10. Dedicated Communication system for Telephone & Internet
11. Security and Housekeeping and electro mechanical services.
12. Common area lighting
13. Maintenance of Landscaping area
14. CCTV
15. Such other equipment's, machinery or facilities as be required for the Complex.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE CHARGES)**

The expenses of the common portions will be proportionately shared by the Assignee,  
inter alia, for the following services: -

1. Maintenance: All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending renewing and where appropriate cleansing.
  - 1.1 Light posts and bulbs in the common areas.
  - 1.2 The lifts and lighting of the common areas.
  - 1.3 The structure of the phases and its roofs, foundations and walls and the plumbing.

South City Projects (Kolkata) Ltd.

  
Authorised Signatory

- 1.4 Generator and Pumps.
  - 1.5 Water charges if any for common area
  - 1.6 Property tax for common area incase imposed on a future date.
2. Staff: The salaries, emoluments and all other financial benefits of the persons to be employed by the Assignor and after them the H.O., for managing and maintaining the common portions.
  3. Operational: All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
  4. Insurance: Costs towards payment of premium of insuring the towers in the complex and the facilities and the utilities in it.
  5. Rates, Taxes and Outgoings: All rates levies, taxes of fees that are to be paid by the Assignor and the H.O. after them, for providing the services which are payable under any existing law or enforced under any other enactment in future.
  6. Any other expenses incurred by the Assignor and the H.O. after them, in respect of the Complex, not specifically mentioned herein including, but not restricted to, litigation expenses.

**SIXTH SCHEDULE ABOVE REFERRED TO**

**(COMMON RULES)**

**PART - I**

**The Assignee shall not:-**

- 1.1 Damage the common portions or any of the other Units by making any alterations or withdrawing any support or otherwise.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in the common portions, save at the places earmarked therefor.
- 1.3 Place or cause to be placed any article in the common portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance.
- 1.5 Use or allow the Unit or any parts thereof to be used for any club, conference hall, nursing home, hospital, boarding house, catering place, restaurant, residence of any person or for any purposes except for office.
- 1.6 Put or affix any sign board, nameplate or other things or other similar articles in the

common portions or outside the Unit, save at the places earmarked therefor provided that the ultimate Assignee may display a small and decent name place outside the main door of the Unit.

- 1.7 Keep or allow to be kept combustible, obnoxious or dangerous articles in the Unit or the common portions which may be injurious or obnoxious to the other Assignee/occupiers or any articles which are so heavy as to affect or endanger the structure of the unit / phase or any of its portions or of any fittings or fixtures thereof, including but not restricted to, windows, door, floors, beams, pillars, lift or the staircase.
- 1.8 Hang from or attach to the beams or the rafters of any part of the Unit or the phase, any articles or machinery the weight whereof may likely to affect, damage or endanger the construction of the unit / phase or any part thereof.
- 1.9 Do or cause to be done anything which may cause any damage to or affect the unit / phase or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams.
- 1.10 Affix or draw any wire, cable, pipe from, to or through any common portions or outside walls of the phase or other parts of the premises, without approval of the Assignor or the H.O., as the case maybe.
- 1.11 Affix or install any antenna on the ultimate roof of the phase or any open terrace that may be part of any Unit or in its windows.
- 1.12 Hang or put any clothes in or upon the windows, terrace or any other portion of the Unit, which is visible from the outside.
- 1.13 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupants of the Complex or cause disharmony amongst them.
- 1.14 Install any air conditioners except in the approved places.
- 1.15 Affix or change the design or the place of the grills, the windows or the main door of the Unit, without approval of the Assignor/H.O.
- 1.16 Make any internal additions, alteration and/or modifications in or about the Unit save in accordance with then existing building regulations and prior permission therefor having been taken from the appropriate authorities as also from the Assignor or the H.O., as the case maybe.
- 1.17 Not to carry on any work of fittings and fixtures, or connected therewith in any manner

whatsoever or in connection with construction of any nature or completion thereof inside the Unit, excepting between 09.00 A.M. to 06.00 P.M. and that too in such a manner so as not to cause any annoyance or disturbance to other unit holders.

- 1.18 Alter the outer elevation of the Building or the Unit, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.19 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units or the phase.
- 1.20 Claim any right of pre-emption or otherwise regarding any other Unit, Parking space or any other portion of the Complex.
- 1.21 To abide by the mutual Easements as more fully stated in the **Seventh Schedule**.
- 1.22 Do or permit any act, deed, matter or thing to be done in or about the Unit which may render void or make voidable any insurance in respect of the phase or cause the premium for the insurance to be increased.
- 1.23 Question the quantum of any amount of maintenance levied upon them.
- 1.24 Use the said Unit for other than office purpose.
- 1.25 Do any cooking activity in the said Unit nor shall keep gas cylinders, burners stoves etc. The Assignee shall also not keep any article of combustible inflammable or hazardous nature in the said Unit which may cause damage or any risk to the building.
- 1.26 Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Unit any weight greater than 350 kilos per square meter or any weight which will cause undue strain nor install any equipment or machinery which shall cause dangerous vibration or be a nuisance to the Assignor or other Assignee(s) of the Complex and the Assignee(s) and their nominees shall when required by the Assignor reduce and de-install the same and the decision of the Assignor in this regard shall be final and binding.
- 1.27 Not place or leave outside the Unit packages boxes or crates of any description or parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Unit.
- 1.28 be entitled to raise any dispute or claim now or hereafter, for any amount on account of any workmanship or quality of materials of fittings or fixtures used in the **said Unit** or in Said **South City Businesspark** nor on account of any constructional defect in the **said Unit** save and except warranty of the **Assignor** as mentioned in clause 8.1 herein above.



- 1.29 Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the **said Unit** or to any part of the **South City Businesspark**;
- 1.30 Not to cover or obstruct any ventilating shafts or air-inlets or outlets;
- 1.31 Not to erect or install on the windows of the **said Unit** or on any glass panel or on the wall any sign device, air-conditioning unit grill (including box grill) or object which is visible from outside the **said Unit** and which, in the opinion of the **Assignor** is incongruous or unsightly or may detract from the general appearance of the said South City Businesspark;
- 1.32 Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the **said Unit** or any part of the said **South City Businesspark** any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever;
- 1.33 Not to change or in any way vary the frontage or the entrance door of the Unit provided or approved by the Assignor for access to the Unit or in any way to cut or alter the said entrance door without first having obtained the written consent of the Assignor, which shall not to be unreasonably withheld.

(PART-II)

**1. The Assignee shall:-**

- 1.1 Maintain the unit for the purpose, with the intent and object for which the same is constructed.
- 1.2 Strictly abide by all the rules and regulations of the Assignor/H.O./ FMC.
- 1.3 Perform and observe and ensure that all its agents, employees perform and observe all rules and regulations made from time to time by the Assignor/ H.O./ FMC for the maintenance, management, safety, care and cleanliness of the Complex and all such rules and regulations shall bind the Assignee and/ or its nominees or licensees from the day on which notice in writing thereof is given to it provided that the Assignor/H.O./FMC shall not be liable to the Assignee and/ or its nominees in any way for the violation of the rules and regulations by any person including the other Assignee and/ or its nominees or the agents, invitees..

Co-operate and assist in all manner with the Assignor / H.O. / FMC in carrying out its

day to day activities and obligations and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and / or amenities in the phase including, but not restricted to those under the West Bengal Fire Services Act, 1950 and/or the rules made there under and shall indemnify and keep the Assignor as also the H.O. save, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Assignor and/or the H.O. may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Assignee.

- 1.4 Keep the Unit securely fastened and locked at all times when it will remain unattended and not to sleep or allow any person to sleep in the Unit and not to use the Unit for residential purposes nor keep any animal or reptile in the Unit.
- 1.5 Maintain at their own costs their Units in good conditions, state and order in which the same will be delivered to them, normal wear and tear excepted.
- 1.6 Abide by and/or comply with all statutory laws, bye laws rules regulations and/or restrictions of the Central Government and the State of West Bengal and any statutory authority.
- 1.7 Pay for electricity charges consumed, wholly relating to the Unit and proportionately for the Common areas, utilities and facilities including those for loss of transmission, and other charges and / or deposits to ensure that none of the other Assignee(s) or the H.O. is hindered in any manner for any non-payment or delayed payment.  
  
Pay the proportionate rates, charges and fees of the KMC till such time the Unit is not mutated and separately assessed by the KMC and thereafter timely pay all rates and taxes of the KMC to ensure that none of the other Assignee(s) or the H.O. is hindered in any manner for any non-payment or delayed payment.
- 1.8 Maintain and be responsible for the structural stability of the Unit and not to do any act, matter or thing which may affect the structural stability of the of the concerned phase.
- 1.9 Use the Unit and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 1.10 Sign such forms, give such authorities and render such co-operation as may be

required by the Assignor or the H.O. as the case maybe.

- 1.11 Pay, wholly in respect of the Unit and proportionately in respect of the buildings, all costs, charges and expenses as may arise due to any reason whatsoever and claim any reimbursement if the same be occasioned due to default by any other occupier.
- 1.12 shall be under obligation to pay the proportionate common area maintenance charges in respect of the exclusive common area, facilities and services (as more fully stated in Part I and Part II of the Fourth Schedule) for the phase in which his/their/it's Unit is situated and such charges to be calculated considering all the expenses made for the phase in question and shall also be liable to pay the common area maintenance charges in respect of the general common area, facilities and services (as more fully stated in Part III of the Fourth Schedule) and such charges to be divided amongst two phases in proportion to their respective area.
- 1.13 Allow the Assignor or the H.O., as the case may be, with or without workmen, upon prior reasonable notice to enter into the Unit.
- 1.14 Pay such damages on demand ascertained by the Assignor or the H.O. the case may be, for the breach of any of covenants herein contained within the due date therefor as specified in the demand letter.
- 1.15 Pay interest at the rate of 2% per month in the event the Assignee fails or neglects to pay the damages/maintenance charges/other dues for the breach of any covenant from the date of demand till the date of payment and in the event the said damages/maintenance charges/other dues and the interest thereon is not paid within 60 (Sixty) days from the date of demand, the Assignee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the phase including, but not restricted to, the water supply, gas, electricity and lift and hereby authorize the Assignor, and after them the H.O., to discontinue any of all the facilities and utilities.
- 1.16 **Ensure abidance of Covenants by its employees:** Ensure that all its employees strictly abide by the terms as also the instructions issued by the Assignor / H.O. from time to time for enforcing security and smooth functioning of the Complex. For this purpose, persons temporarily or permanently engaged and/or employed by the Assignee and/or its nominees or licensees, directly or indirectly for and/or in connection with their business in the Unit and/or otherwise shall be considered

to be its employees and the Assignee and/ or its nominees shall be fully responsible and liable for all acts of omission or commission of its employees.

1.17 The Assignee shall always observe and perform all the terms and conditions, covenants and provisions on which the said Unit is agreed to be assigned. It shall not do, omit or knowingly suffer to be done anything whereby the right of the Assignor to the South City Businesspark or any part thereof is violated, forfeited, jeopardized or extinguished.

1.18 The Assignee shall and hereby undertakes to abide by all terms and conditions, stipulations, restrictions, covenants and agreements of whatsoever nature as enumerated hereunder:-

- a. The Assignee shall submit its plan (soft and hard copy) for interior, electrical and firefighting to the Assignor and get it approved by them prior to commencement of such work of its Unit. Such approval by the Assignor shall in no manner relieve the Assignee from its obligations of acting in a non-negligent manner.
- b. The Assignee shall be responsible for the safety and security of all its materials, equipment and goods;
- c. To co-operate with the Assignor in the management and maintenance of said **South City Businesspark** and other common purposes;
- d. To use only those specific Common Areas and Installations which are essential and necessary for ingress to and egress from the **said Unit** of men and materials and passage of utilities and facilities and not to use the Common areas for undesirable purposes or such purpose which may cause any nuisance or annoyance to the other occupiers of the South City Businesspark;
- e. To keep the common areas, open spaces, paths, passages, staircases, lobby, landings etc., in the said South City Businesspark, including the common areas in front of and/or abutting the **said Unit**, free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas;
- f. All debris and waste materials of whatever nature resulting from any works in the **said Unit** shall be disposed by the Assignee at its own costs in a manner prescribed by the Assignor.
- g. To duly insure its Unit as well as its articles for full value and belongings and not to

do or permit or suffer to be done anything whereby the policy or policies of insurance on the **South City Businesspark** or the Unit against loss or damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the **Assignor** and to repay to the **Assignor** on demand all sums paid by the **Assignor** by way of increased premia and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the **Assignor**;

- h. Save and except in the service lift, not to place or take into the passenger lifts, any baggage, furniture, heavy articles or other goods;

1.19 The **Assignee** shall be responsible and shall indemnify the **Assignor** against all losses resulting directly or indirectly from any breach by the **Assignee** of any of the provisions of this Deed. The **Assignee** shall be responsible for and keep the **Assignor** fully indemnified against any damage, costs, expenses, demands, proceedings, claims and liabilities suffered or incurred by the **Assignor** arising directly or indirectly out of:

- i. Any act of omission or negligence of the **Assignee**, its agents, licensees or employees at the Unit or any part of the said South City Businesspark;
- ii. Any material breach or non-observance by the **Assignee** of the covenants, conditions or other provisions of this deed which the **Assignee** has not rectified after due notice of the same;
- iii. Any misuse, waste or abuse of water, gas or electricity by the **Assignee** or faulty fixtures or fittings installed in the Unit;
- iv. Without prejudice to the generality of the foregoing, any act of the **Assignee** or its agents, employees or licensees causing the interruption or cessation of any of the equipments, maintenance services or any property or part thereof of the **Assignor** or any other **Assignee/occupiers** of the said South City Businesspark.

1.20 The Assignee further shall:

- i. Enjoy the Common Portions of the said South City Businesspark notified by the Assignor as common portions including those described in Schedule hereunder written in a reasonable and prudent manner and shall not cause any damage thereto. The Assignee shall also not object in any manner to any portion of the South City Businesspark shown as parking and passages which is being reserved by the Assignor for the use of itself and/or any other Assignee provided the same does not completely block the ingress and egress to the Unit. The Assignor shall however demarcate the common parts and passages in a reasonable manner and the discretion of the Assignor in this regard shall be final and binding and the Assignee shall not object thereto.
- ii. Use the Unit only during the Business days and hours of the South City Businesspark as decided by the Assignor or its nominee as the case may be from time to time and shall accordingly be entitled to the common services and the amenities and facilities during such time. The Assignee shall not violate the same. Use may be permitted beyond business hours also subject to rules and regulations made for maintenance and management of the entire South City Businesspark and further the Assignee will pay for the reasonable extra cost of operation during such hours as would be ascertained by the Assignor/ H.O./ Facility Management Company.

1.21 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

**INTERIOR FIT OUT**

**RULES**

**Part - III**

**Mandatory measures to be followed by the Assignees for their Interior Fit Outs.**

1. Usage of energy efficient light fittings to limit connected lighting powered density (LPD)
2. Recyclable wastes collection bins (plastics, cardboard, paper & metals) should be

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placed in each space to segregate the waste at the source itself. The type of recyclable collection bins to be placed will be depending on the function of the particular space.

3. Energy metering should be installed at each floor level to measure the total energy consumption.
4. The paints, coatings and the adhesives used for the interior of the building space should have low extent of Volatile Organic Compounds (VOC) and also meet the LEED specified levels.

#### **Part - IV**

#### **Suggestive measures to be followed by the Assignee for their Interior Fit Outs.**

1. Use eco-friendly housekeeping chemicals for the building maintenance.
2. Individual lighting control for all the occupants to maximize energy savings and enhance occupants comfort.
3. Usage of BEE Star rated or certified white goods, such as, computers, fridge, TV, water cooler etc., to minimize energy consumption.
4. Use maximum recycled content products in the interior fit-outs.
5. Use low VOC adhesives, sealants, paints.
6. Use CRI certified carpet.
7. Use urea formaldehyde free composite wood.
8. Measure the temperature, humidity and carbon dioxide by using portable meters to ensure indoor conditions are safe for the occupants to work.
9. Conduct green educational programs for the building occupants disseminate the green building concepts and get them involved in whole process.
10. All air distribution ducts are to be pressure tested to avoid leakage.
11. Entire office space will have to be flushed with fresh air before occupation of floors space.
12. Duct pressure sensors are to be located at 2/3<sup>rd</sup> distance of the maximum length of duct.
13. Record and monitor energy consumption in the building on a continuous basis.

South City Projects (Kolkata) Ltd.

  
Authorized Signatory

**SEVENTH SCHEDULE ABOVE REFERRED TO**

**Mutual Easements**

The following shall be reciprocal easements regarding the Unit and/or the common portions between the ultimate Assignee and the Assignor and/or the intending Assignee of other Units from the Assignor.

1. The right of ingress and egress from the Unit over the common passage and lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable TV, internet and all other utilities to and through each and every portion of the premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the towers in the complex by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the ultimate Assignee in common with each other subject however to the other conditions herein.

**EIGHTH SCHEDULE ABOVE REFERRED TO**

**RESERVED RIGHTS OF THE ASSIGNOR:**

1. **Additional Constructions:** The Assignor shall at all times have the right to construct an additional tower within the said land and transfer the same and the transferee thereof shall be entitled to use and enjoy the common portions, facilities and amenities of the Complex. The Assignee do hereby give its/his consent and shall not be entitled to claim compensation or abatement in the Consideration Price because of such construction by the Assignor. The Assignee hereby records and gives their consent to such future construction. The entire consideration/premium etc. as may be realized therefrom shall be received and appropriated by the Assignor.
2. **Right of User:** At all times the Assignor shall have the unfettered right of usage and movement over all parts of the common/open areas, driveways and passages of the portion / Phases along with their men, materials, vehicles, servants, agents and licensees.



3. **Right of common portion:** The Assignor shall always have the absolute and unfettered rights and ownership on all enclosed and non-enclosed spaces after providing the driveway to the respective phases and parking areas for their egress and ingress.
4. **Right of Signage:** The Unit holders shall be allowed, for the purpose of signage, the space and/or area demarcated by the Assignor only to their respective Units. The Assignor shall solely and exclusively be entitled to all Signage rights outside the Units including in the common areas, corridors, passages, lobbies, exterior facades of the building, on the roof, parking areas and the open areas of the complex save and to the extent the Assignor may grant the same to any Assignee / Tenant or person and/or persons upon payment of charges.
5. **Change of names of Complex:** The Assignor shall have the absolute right to change or modify the names of the Complex.
6. **Modification:** The Assignor shall at all times be entitled to modify the Building Plan at their discretion. The Assignee hereby records and gives their consent to such future plan modifications (if any).

**IN WITNESS WHEREOF** parties have executed these presents at Kolkata on the date executed and delivered by the Assignor in the presence of: -

**SIGNED SEALED AND DELIVERED** by the **ASSIGNOR**

above named at Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED** by the **ASSIGNEE**

above named at Kolkata in the presence of:

1.

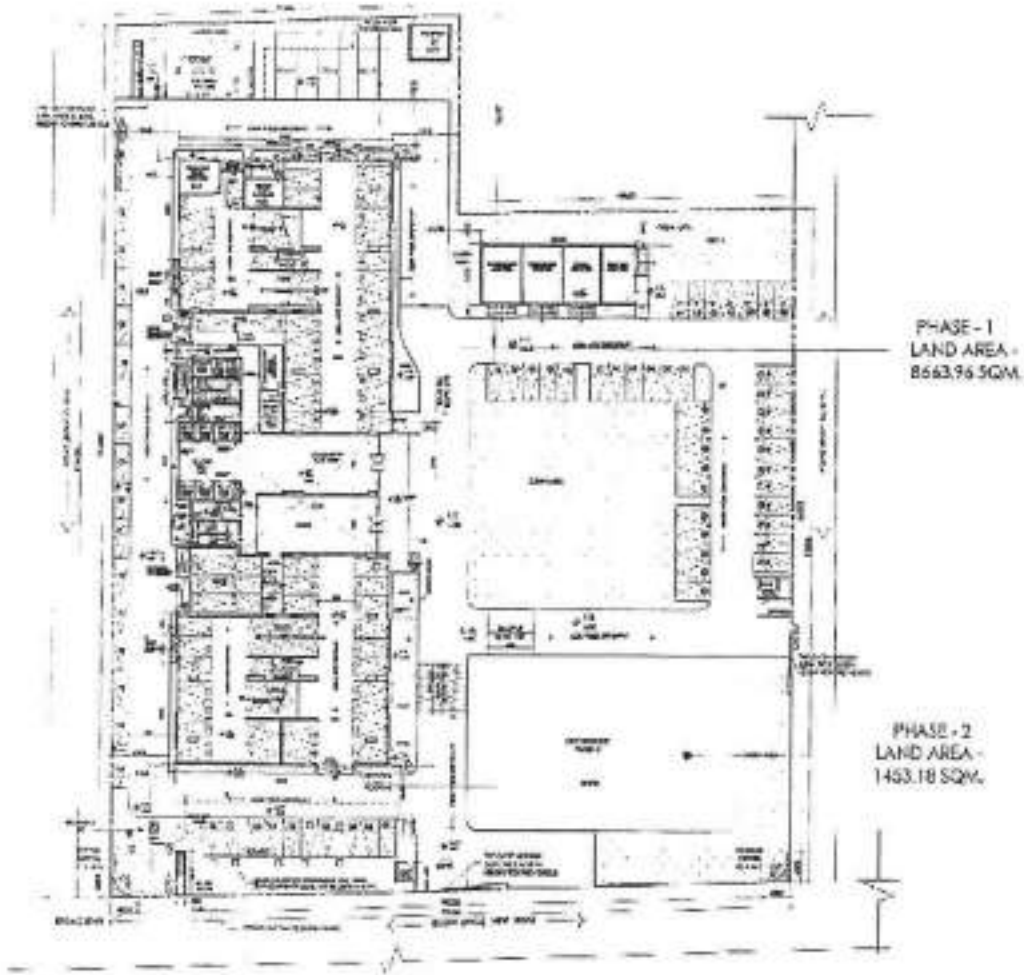
2.

South City Projects (Kolkata) Ltd.

  
Authorized Signatory

Annexre - A

SOUTH CITY BUSINESS PARK PHASE 1 & 2 PLAN




South City Projects (Kolkata) Ltd  
Authorized Signatory

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**Annexure - B**

South City Projects (Kolkata) Ltd.

  
Authorised Signatory

----- DATED THIS ..... DAY OF ..... 20....  
-----

BETWEEN

SOUTH CITY PROJECTS (KOLKATA) LIMITED

..... ASSIGNOR

AND

-----

..... ASSIGNEE

-----  
DEED OF ASSIGNMENT  
-----

"THE SOUTH CITY  
BUSINESSPARK"  
770, Anandapur,  
KOLKATA-700 107

South City Projects (Kolkata) Pvt. Ltd.

*Handwritten signature*  
21/05/2018