

DEED OF ASSIGNMENT

THIS INDENTURE is executed on the ____ day of ____ ____ 2021

by and between

SPECIALITY RESTAURANTS LIMITED, a company incorporated under the Companies Act, 1956, having its registered office situated at 3A, Gurusaday Road, Uniworth House, Kolkata – 700 019, P.S Karaya, P.O Ballygunge and having PAN AAEC6802M and CIN No. L55101WB1999PLC090672, being represented by their Constituted Attorney Primarc Projects Realty Private Limited, a company incorporated under the Companies Act, 1956, having its registered office situated at 6 A Elgin Road,

Kolkata – 700 020, P.S. Bhawanipur, P.O. Lala Lajpat Rai Sarani, having CIN No. U45200WB2006PTC111701 and PAN No. AAECM8317P, represented by its authorized signatory Mr. _____, son/wife of Mr. _____, working for gain at 6 A Elgin Road, Kolkata – 700 020, having personal PAN _____, duly authorized vide board resolution dated _____ (hereinafter referred to as the “Original Lessee/ Assignor”, which expression shall mean and include, its successors and successors-in-interest and permitted assigns) of the FIRST PART;

AND

PRIMARC PROJECTS REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office situated at 6 A Elgin Road, Kolkata – 700 020, P.S. Bhawanipur, P.O. Lala Lajpat Rai Sarani, having CIN No. U45200WB2006PTC111701 and PAN No. AAECM8317P, represented by its authorized signatory Mr. _____, son/wife of Mr. _____, working for gain at 6 A Elgin Road, Kolkata – 700 020, having personal PAN _____, duly authorized vide board resolution dated _____ (hereinafter referred to as the “Developer”, which expression shall mean and include, its successors, successors-in-interest, nominees and permitted assigns) of the SECOND PART.

The **Original Lessee/ Assignor** and the **Promoter** are hereinafter collectively referred as the “**Promoter**”

AND

[If the Allottee is a company]

[•], (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 .or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory, (Aadhaar no. [•]) duly authorized vide board resolution [•] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

[•], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [•], (PAN [•]), represented by its authorized partner [•], (Aadhaar No [•]) duly authorized vide hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. [•] (Aadhaar No [•]) aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at [•] (PAN: [•]) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other Allottee(s) in case of more than one Allottee)

The **Developer** and **Allottee** shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

BACKGROUND:

A. The Assignor hereby represents as follows:

- i) That the Assignor has acquired leasehold rights for a period of 999 (nine hundred and ninety nine) years (**“Original Lease Period”**) from the date of execution of the Original Lease Deed (*hereinafter defined*) and is well and sufficiently entitled and/or seized and possessed, as absolute lessee, to/of piece(s) and parcel(s) of land admeasuring an area of 31.851 (thirty one point eight five one) cottahs more or less, comprised in Plot No.1 in Block – LA, in Sector – III, of Bidhannagar, Salt Lake City, under P.S. Bidhannagar, P.O. Bidhan Nagar Sai Complex, under Ward No. 37, under the jurisdiction of the Additional District Sub Registrar – Bidhannagar and District Registrar - Barasat, under District 24 Paraganas (North), West Bengal, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **“Property”**), by virtue of a registered lease deed being No. 12615, dated August 8, 2008 executed between the Governor of the State of West Bengal and the Assignor, duly registered with the office of the Additional District Sub Registrar, Bidhannagar and duly recorded in Book No. I, Volume No. 12, Pages from 4139 to 4155, for the year 2008 (hereinafter referred to as the **“Original Lease Deed”**);
- ii) That the Government of West Bengal had primarily provided the Property to the Assignor for setting up a catering training institute. However, vide letter No. 546-UD/O/M/SL(AL/NR)/8L-10/2007 dated February 18, 2016, the Urban Development (UD) Department had approved the conversion of usage of the Property from institutional to commercial. Accordingly, a registered deed of rectification cum declaration dated November 13, 2017, was executed between the Governor of the State of West Bengal and the Assignor with regard to the (i) change of use of the Property from institutional to commercial to erect a complex and building thereon for use for a Hotel cum Retail and Commercial Complex (ii) revised site plan and (iii) change of name of the Assignor to “Speciality Restaurants Limited” consequent upon the conversion of the company to a public limited company, being No. 190413105, duly recorded in Book No. – I, Volume No. 1904-2018, Pages from 13327 to 13369, for the year 2017 and duly registered with the office of the Additional Registrar of Assurance, Office of the A.R.A. – IV Kolkata, West Bengal (hereinafter referred to as the **“Deed of Rectification cum Declaration”**); and

- iii) That by a letter No. 3269-UD/O/M/SL(AL/NR)/8L-10/2007 dated September 25, 2017, the UD Department has extended the timeframe for completion of construction on the Property as provided in the Original Lease Deed for a period of four (4) years from the date of issue of the said letter, i.e. up to September 25, 2021 and has been granted further extension of One year from September 25, 2021 for Completion of the Project.

By a Letter No. 2844-UDMA-27012(11)/15/2020-LMNE SEC dated 09.11.20 the UD department has granted further extension for completion of construction considering the situation of outbreak of COVID-19 and lockdown, for another one year from September 25, 2021 for Completion of the Building/Project.

- iv) The Assignor being desirous of commercially exploiting its Property has approached the Developer for providing construction services and developing a commercial project on the Property described in the First Schedule in such manner that greater profits and revenues would accrue to the Assignor.
- v) The Developer being engaged and well established in the business of development of real estate projects in and around West Bengal and having necessary infrastructure and financial means to develop a commercial project on the Property has expressed an interest in developing the Property and providing construction services.
- vi) Pursuant thereto, the Parties entered into a memorandum of understanding dated April 3, 2017, whereby the Parties agreed that the right of construction and development (hereinafter defined) for the Property shall be exclusively and irrevocably granted by the Assignor to the Developer for the limited purpose as stated in this agreement, subject to receipt of the Clearances inter alia on terms and conditions recorded therein.
- vii) Pursuant to receipt of all Clearances and in full reliance on each of the representations of the Assignor set forth herein and believing the same to be true and acting on faith thereof, the Developer accordingly, based on the mutual understanding between the Parties, the Parties have agreed to execute a development agreement dated 16th September, 2019, executed between the Assignor and the Developer and registered in the office of the Additional Registrar of Assurances – IV, recorded in Book No. I, Volume No. 1904-2020, Pages 89913 to 90002, being Deed No.190401491 of 2020 (“Development Agreement”) for undertaking the Project consisting of Building comprising of shops and commercial spaces, car parking and other Saleable Space, and together with amenities and facilities for the enjoyment of the Units and such other components.

- viii) By virtue of the said Development Agreement the Developer is entitled to (a) 65% (sixty five percent) of the total Saleable Space including car parking in the Project,; (b) the proportionate undivided variable share in the leasehold rights on/ over the Property, if applicable in lieu of the construction service provided and (c) such similar rights to access and/or use and/or such other rights and/or entitlement to/ on Common Areas and Facilities that are available to the Lessee/transferee(s) of the Project all in accordance with Applicable Laws (Collectively called Developer's Allocation) and as demarcated in the plans attached to the said development Agreement.
- ix) Subsequently the Assignor executed a fresh Power of Attorney on 07.03.2020 and subsequently registered the same in the office of ARA IV and recorded in Book I, Volume No. 1904-2020, Pages 130344 to 130376 being No. 190402277 of 2020 in favour of the Developer enabling it to undertake all the obligations set out in the above referred Development Agreement including but not limited to development and Assignment of the buildings consisting of Units and for that purpose to execute agreements with the prospective Licensee and to receive and appropriate the receipts in respect of the aforesaid allotment/Assignment and to give receipt for the same as per the terms of the Development Agreement and to execute, admit and present for registration, on behalf of the parties, agreements or sub-lease and/or Leave and License and/or transfer of unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.
- x) That the Assignors thereafter applied to the Urban Development (UD) Department vide its letter dated 19.11.2020 for permission to transfer/assign in favor of the Developer and/ or its nominees, all its rights, title and interest in 65% (sixty five percent) of Total Saleable area., in the terms and conditions as mentioned in said Development Agreement.
- xi) That the said UD Department *vide* its letter dated 02.12.2020 bearing memo no 2937-UDMA-27012(11)/15/2020-LMNR SEC, has agreed to grant permission for assignment in future only after completion of construction of building on the said plot in terms of the Departments notification no. 5081-UD/O/M/SL(AL/NR)8L-08/2004 dated 26th November, 2012 .
- xii) That the Assignor has also agreed to bear 50% (fifty percent) of all fees and/or charges imposed by the UD Department for Transfer of the Developer's Allocation to the Developer or it's nominees hereunder and the same would be only in the nature of cost sharing with no economic benefit passed on between Assignor and Developer;

- xiii) The Said Property has been earmarked for the purpose of building a Commercial Project comprising of Commercial Units in a G+ 10 multi-storied tower (herein referred to as the BUILDING) and the said Project shall be known as **“PRIMARC SQUARE”(THE PROJECT/COMMERCIAL COMPLEX)**
- xiv) This agreement deals with only the 65% (sixty five percent) of total saleable Area of the Project (Developer’s Allocation) more fully.
- xv) The balance portion of the project being 35% (thirty-five percent) of total saleable Area of the Project is the Assignor’s allocation in the Project and is outside the purview of this Agreement.
- B. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Assignor regarding the said Property on which the Project is to be constructed have been completed.
- C. The Bidhannagar Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 29.05.2019 bearing registration no. 00128.
- D. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Commercial Unit having permit bearing No. BMC/BPN/III/3144(2/18) dated 03.05.2019, as the case may be, from Bidhannagar Municipal Corporation (the **“SAID PLAN”**). The Developer agrees and undertakes that it shall not make any changes to these layout plans of Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. The common areas of the Project/Commercial Complex, inter alia, are and/or will have amenities and facilities, which will be earmarked and/or meant to be used exclusively by the Owner (**EXCLUSIVE OWNERS COMMON AREAS**) morefully described in **Part I of the Third Schedule** and for the exclusive use by the Developer/its nominee/ its assignees (**EXCLUSIVE DEVELOPERS COMMON AREAS**) morefully described in **Part II of the Third Schedule** AND Complex common areas to be shared in common by the Allottees of the units within the Project/Complex(**SHARED COMMON AREAS**) morefully described in **Part III of the Third Schedule**, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project /Complex. (**Collectively the “COMPLEX COMMON AREAS”**) morefully described in the

THIRD- SCHEDULE.

- F. The units comprised within the said building of the said Commercial Complex were offered to the intending Assignees and pursuant to such offer the Assignee herein applied for allotment of a unit in the said building of the said Commercial Complex and by an Allotment Letter / Agreement For Assignment dated _____ the Promoter agreed to sell to the ALL THAT Unit No. _____, on the ____Floor, having Carpet Area of Unit admeasuring _____sq ft more or less, having Super Built Up Area of Unit admeasuring _____--sqft more or less-, and along with Open Terrace having carpet area of _____ square feet, more or less, if applicable, and along with Open/Covered/ Mechanical Car Parking no. _____.together with pro rata share (as also the right to use) both in the Exclusive Common Areas and also in the Shared Common Areas of the Complex, (which Exclusive Common Areas and the Shared Common Areas are defined respectively in **PART-I- and PART-II- of the THIRD SCHEDULE** hereunder written). The UNIT with the specific provision to use the Exclusive Common Area, (if applicable) and the Shared Common Areas as mentioned above is collectively referred to as the **"COMMERCIAL UNIT"** more particularly described in **FIFTH SCHEDULE**. A plan showing the Unit in **"YELLOW"** is border and annexed hereto and marked as **"ANNEXURE-B"**.
- G. The Assignee has made payment of the Unit Price and/or all other payments in terms of the said Allotment Letter / Agreement For Assignment dated _____and will take possession of the Said Unit from the Promoter.
- H. Pending the Deed of Assignment of the Said Unit by the Promoter in favour of the Assignee and as required upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017, (the "SAID ACT") and the West Bengal Housing Industry Regulation Rules, 2018, (the "SAID RULES") the Promoter have registered the Commercial Complex pertaining to only the Developers Allocation consisting of 65% of the Total Saleable Space under the provisions of the Said Act and/or the Said Rules under registration no. _____.
- I. In pursuance of the aforesaid and by these presents the Commercial Unit as morefully described in Part-I of the Fourth Schedule hereunder written along with the rights appurtenant thereto is being assigned and/or transferred by the Promoter to the Assignee.
- J. The Assignee has made himself fully satisfied about the title, right and entitlement of the Promoter in the

Said Land, the Said Plan, the construction made by Promoter, all background papers, the right of the Promoter to grant this assignment and the extent of the rights being granted in favour of the Assignee. The Assignee hereby accepts the same and will not raise any objection with regard thereto.

- K. The Assignee has understood and has accepted the under mentioned scheme of the development of the Project/Complex.

1. NOW THIS INDENTURE WITNESSETH THAT:

- 1.1** In pursuance of the said Allotment Letter/Agreement For Assignment dated _____ **AND** in consideration of the payments of the sum of Rs _____/-(_____ - only) (**UNIT PRICE**) and made by the Assignee to the Promoter, as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Promoter do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Assignee and the Said Unit and the rights and properties appurtenant thereto) the Promoter doth hereby grant, sell, transfer, assign and assure unto the Assignee **ALL THAT** the Said Unit (along with rights appurtenant thereto) as more fully described in the **PART I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "**SAID UNIT**") along with the right to use undivided proportionate share in the Exclusive Common Areas (both open and covered) as per details given in **PART – I** of the **THIRD SCHEDULE** and Shared Common Areas in **Part II** of the **THIRD SCHEDULE** hereunder written, in common (to the extent required for beneficial use and enjoyment of the Said Unit) with the other occupants and maintenance staff etc. only of the building in which the Said Unit is situated (without causing any inconvenience or hindrance to them) and , of the Project/Complex (without causing any inconvenience or hindrance to them) is being assigned and/or transferred by the Promoter to the Assignee along with the exclusive right to use the undivided proportionate share as also the right to use the Complex Common Areas to the extent required for beneficial use and enjoyment of the Said Unit, morefully described in the **PART II** of the **FOURTH SCHEDULE** hereunder written (collectively the "**COMMON AREA SHARE AND USER RIGHTS**") **TO HAVE AND TO HOLD** the same (hereinafter collectively referred to as the "**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**") unto the Assignee absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoter into or upon the Said Unit And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Assignee paying and discharging all taxes, impositions etc. of the Said Unit And The Rights Appurtenant Thereto wholly and/or proportionately, as the case maybe, **AND PROVIDED ALWAYS THAT** the right to use undivided proportionate share in the Exclusive Common Areas and also in the Shared Common Areas, as the case may be, and the right of user and

enjoyment thereof shall always be deemed to have been assigned to the Assignee by the Promoter with the Said Unit even though the same, be not expressly mentioned in any further assignment and/or instrument of transfer.

2. Assignee's Covenants:

The Assignee doth hereby, agree, accept and covenant with the Promoter as follows:

- 2.1 Inspection of Plan/Fixtures/Fittings:** The Assignee has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Project/Complex and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building of the Commercial Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit and also to the nature, scope and extent of benefit or interest in the Project/Complex and/or in the common areas.
- 2.2 User:** The Assignee shall use the Said Unit only for the purpose of business and/or for commercial purposes and for no other purpose whatsoever. The mode and manner of apportionment of maintenance expenses of the Exclusive Common Areas and/or the Shared Common Areas and/or the Complex Common Areas, as the case may be, to the extent attributable to the Said Unit amongst the Allottees (including the Assignee) will be decided by the Promoter and/or the Association, as the case maybe. Such apportionment of maintenance expenses shall be final and binding on the Assignee as well as on other Allottees. The payment of the maintenance expenses wholly or partly, as the case may be, shall be made to the Promoter or the Association, as the case maybe, and payment of the maintenance expenses in the manner so decided by the Promoter or the Association, as the case may be, shall be a precondition for the Assignee to avail the benefits of user thereof and in case of non-payment of such expenses the Promoter, till such time it maintains such Common Areas or the Association, when formed will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Assignee.

2.3 The Assignee shall:

- 2.3.1** Payment of Rates and Taxes: On and from the "Deemed Date of Possession" of the Said Unit, (i.e. the date as may be so decided by the Promoter and notified as such to all the Allottees/Assignees including to the Assignee) pay all municipal taxes, land tax(Khazna), rates, charges, levies and impositions, surcharge, deposits including security deposits, assessments, together with interest thereon payable as Promoter or the occupier of the Said Unit in the Project as may be payable by the Assignee and this liability shall be perpetual, even if not mentioned in any future Deed of Assignment or instrument of transfer. However, so long as the Unit is not separately assessed for municipal taxes, land tax(Khazna), ,rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay and/or reimburse his/her/its

proportionate Outgoings attributable towards the Unit to the Promoter and/or the Association, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession, whichever is earlier, the Allottee shall be liable to pay proportionately all Outgoings for the Complex Common Areas, on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;

- 2.3.2 Colour Scheme / Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Unit or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).
- 2.3.3 Good Order and Condition:** Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- 2.3.4 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Unit without causing any inconvenience to the other Promoters of the Project..
- 2.3.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same.
- 2.3.6** Use service areas located within the Project/Complex, such as parking spaces (if any allotted), electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. in the manner intended to be used and not otherwise.;
- 2.3.7** That the Assignee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
- 2.3.8** co-operate with the other Co-Buyers and Co-Occupiers of the Project/Complex, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Said Unit, the buildings within the Project and abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Unit, the buildings and/or the Project/Complex;
- 2.3.9** be solely responsible to maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized;
- 2.3.10** pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter or the Association, as the case maybe, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Said Unit is situated;
- 2.3.11** sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project/Complex;
- 2.3.12** carry out any repair or interior or any other works in the Said Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project/Complex;

- 2.3.13** draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project/ Complex/ Commercial Complex. The main electric meter shall be installed only at the common meter space in the building or Project/Complex, as the case may be. The Assignee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
- 2.3.14** immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- 2.3.15** remain fully responsible for all the employees of the Assignee employed by the Assignee;
- 2.3.16** That the Assignee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Complex, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Said Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Said Unit;
- 2.3.17** That the Assignee shall pay all expenses regarding transfer of the Complex Common Areas to the Association, including but not limited to stamp duty and registration costs, if any.
- 2.3.18** Operate the said Unit: The said Unit shall be made operational within 6 months from the date of possession of the Unit/or from the date of Completion Certificate of the said Project/building (whichever is later); failing which the Assignee shall be liable to pay compensation @ Rs. _____/- per sqft per month for the period of delay to the Promoter.
- 2.3.19** The Assignee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of three (3) months from the date of Registration of the Deed of Assignment; and shall keep the Assignor and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Assignor and/or the Promoter due to non-fulfilment and/or non-compliance of this obligation by the Assignee.
- 2.3.20** The Allottee agrees to pay 50% of the Transfer Fee payable to the UD department, as may be charged, for Assignment rights.
- 2.3.21** The Allottee shall be under obligation to pay his proportionate share of the annual Lease rent as may be charged by the UD Department from time to time.

2.4 The Assignee shall not:

- 2.4.1** ask the Promoter to undertake any repair or rectification work in the Said Unit.
- 2.4.2** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project and/or in the Commercial Complex after the execution of these presents.
- 2.4.3** do allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.
- 2.4.4** store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit and shall take care while carrying heavy

packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the said building, including entrances of the said building and in case any damage is caused to the said building or the Said Unit on account of negligence or default of the Assignee in this behalf, the Assignee shall be liable for making good the said damages;

- 2.4.5 use or permit the user of, any portion of the Said Unit, for any illegal or immoral activities.
- 2.4.6 accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Unit, other than the area earmarked for such purposes.
- 2.4.7 keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors/lobbies and other places of common use in the building.
- 2.4.8 do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Unit is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Unit.
- 2.4.9 neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically assigned under these presents) in other areas of the Project and/or in the Complex and/or in the Common Areas within the Project and/or other Common Areas of the Complex save and except the Said Unit.
- 2.4.10 no name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Unit or on the outside wall of the Buildings so as to be visible from outside the Said Unit. Save at the place as be approved or provided by the Promoter Provided however nothing contained herein shall prevent the Assignee to put a decent name plate on the outface of the main door of the said unit.
- 2.4.11 object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Complex which may be allowed to be put up to ensure better connectivity and/or better network within the building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.
- 2.4.12 put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
- 2.4.13 remove any wall, including the outer and load bearing wall of the Said Unit;
- 2.4.14 demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor make any alteration in the elevation of the building in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Association
- 2.4.15 do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 2.4.16 sub-divide the Said Unit and/or any part or portion thereof;
- 2.4.17 close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; with grills or collapsible gate
- 2.4.18 do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Unit;

- 2.4.19 install grills/collapsible gates, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the building;
- 2.4.20 build, erect or put upon the Common Areas any item of any nature whatsoever;
- 2.4.21 obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Project in any manner;
- 2.4.22 use the Said Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project/Complex;
- 2.4.23 make or permit any disturbing noises in the Said Unit by the Assignee himself, his employees, his customers, suppliers or co-worker, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
- 2.4.24 keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 2.4.25 park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Assignee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
- 2.4.26 misuse or permit to be misused the water supply to the Said Unit;
- 2.4.27 change/alter/modify the name of the building and the Project from that mentioned herein;
- 2.4.28 use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Unit and if the Assignee does so, the Assignee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 2.4.29 carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the garage or parking space, if any, and the Common Areas;
- 2.4.30 keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual shop appliances;
- 2.4.31 install or keep or run any generator in the Said Unit and the garage, if any;
- 2.4.32 smoke in public places inside the Project which is strictly prohibited and the Assignee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and must dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 2.4.33 pluck flowers or stems from the gardens or plants;
- 2.4.34 throw or allow to be thrown litter on the grass planted within the Project;
- 2.4.35 trespass or allow to be trespassed over lawns and green plants within the Project;
- 2.4.36 overload the passenger lifts and shall move goods only through the staircase of the building;
- 2.4.37 use the elevators in case of fire;
- 2.4.38 fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
- 2.4.39 refuse or neglect to carry out any work directed to be executed in the building or in the Said Unit after taking possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;

- 2.4.40 generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
- 2.4.41 install any window air-conditioning units anywhere in the Said Unit and not to change the manner of installation of air-conditioners in the Said Unit (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

3. **Original Lessee/Assignor Covenants:**

- a. The Original Lessee/Assignor Covenants doth hereby confirm that the **Original Lessee/Assignor Covenants** shall transfer and/or assign, absolutely and forever, the Complex Common Areas including the Exclusive Owners Common Areas and the Shared Common Areas, as the case may be, as mentioned in **Part I and Part III** of the **Third Schedule**, hereunder written, to the Association, as and when so required at the costs and expenses of the Promoter or the Association or collectively the Assignees of the various units of all types within the buildings of the Project/Complex (including the Assignee herein) on the Said Land, as the case may be.
- b. The Original Lessee/Assignor Covenants doth hereby covenant that the Original Lessee/Assignor Covenants in future, shall, as and when required execute such documents that may be required for perfecting and bettering the title of the Said Unit and/or the Common Areas, as the case maybe.

4. **Promoter's Covenants:**

- a. The Promoter doth hereby covenant with the Assignee that the Promoter in future, shall, at the request and cost of the Assignee, or any of them, as the case may be, execute such documents that may be required for perfecting and bettering the Assignment rights of the Assignee to the Said Unit or more effectually confirming the transfer of the Complex Common Areas including the Exclusive Developers Common Areas and the Shared Common Areas, as the case may be, as mentioned in **Part II and Part III** of the **Third Schedule**, hereunder written, to the Association, as and when so required at the costs and expenses of the Association or collectively the Assignees of the various units of all types within the buildings of the Project/Complex (including the Assignee herein) on the Said Land, which is attributable to the Said Unit of the Assignee.
- b. It is clarified that the Promoter shall hand over the Complex Common Areas to the association of allottees after duly obtaining the completion certificate (or such other certificate by whatever name called is issued by the competent authority) of the Project/Complex from the competent authority as provided in the Act.
- c. The Promoter, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Assignee or any one of them, cause to be produced to the Assignee or their attorneys or agent for inspection the title deeds in connection with the Said Land in its custody and should give photocopies thereof and in due course of time, to handover all such title deeds to the association of the Promoters, when formed.
- d. While handing over such documents, etc to the Association, the Promoter will also handover all relevant documents of the Project/Complex such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing

drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the Association.

5. Interpretation:

1. Words importing singular number, shall wherever applicable, include plural number.
2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO**PART-I****(Said Land)**

All that piece and parcel of the leasehold land admeasuring an area of about 31.851 (Thirty One point Eight Five One) Cottahs, a little more or less, comprised in Plot No. 1 in Block – LA, in Sector III, of Salt Lake City (Bidhannagar), under ward No. 37, under P.S. Bidhannagar, P.O. Bidhan Nagar Sai Complex, in the district of 24 Parganas (North), West Bengal, within the limits of District Registrar –Barasat and Additional District Sub Registrar –Bidhannagar, butted and bounded by:

On North: 24.38 Meter Wide Road

On South: Plot No. LA-4

On West: Type –I (SPL-2) Road

On East: Plot No. LA-2 & LA-3

Duly delineated and demarcated with the map annexed herewith as Annexure –A.

THE SECOND SCHEDULE ABOVE REFERRED TO

SECOND SCHEDULE

(Devolution of Title)

L. The Assignor hereby represents as follows:

- xvi) That the Assignor has acquired leasehold rights for a period of 999 (nine hundred and ninety nine) years (“**Original Lease Period**”) from the date of execution of the Original Lease Deed (*hereinafter defined*) and is well and sufficiently entitled and/or seized and possessed, as absolute lessee, to/of piece(s) and parcel(s) of land admeasuring an area of 31.851 (thirty one point eight five one) cottahs more or less, comprised in Plot No.1 in Block – LA, in Sector – III, of Bidhannagar, Salt Lake City, under P.S. Bidhannagar, P.O. Bidhan Nagar Sai Complex, under Ward No. 37, under the jurisdiction of the Additional District Sub Registrar – Bidhannagar and District Registrar - Barasat, under District 24 Paraganas (North), West Bengal, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the “**Property**”), by virtue of a registered lease deed being No. 12615, dated August 8, 2008 executed between the Governor of the State of West Bengal and the Assignor, duly registered with the office of the Additional District Sub Registrar, Bidhannagar and duly recorded in Book No. I, Volume No. 12, Pages from 4139 to 4155, for the year 2008 (hereinafter referred to as the “**Original Lease Deed**”);
- xvii) That the Government of West Bengal had primarily provided the Property to the Assignor for setting up a catering training institute. However, vide letter No. 546-UD/O/M/SL(AL/NR)/8L-10/2007 dated February 18, 2016, the Urban Development (UD) Department had approved the conversion of usage of the Property from institutional to commercial. Accordingly, a registered deed of rectification cum declaration dated November 13, 2017, was executed between the Governor of the State of West Bengal and the Assignor with regard to the (i) change of use of the Property from institutional to commercial to erect a complex and building thereon for use for a Hotel cum Retail and Commercial Complex (ii) revised site plan and (iii) change of name of the Assignor to “Speciality Restaurants Limited” consequent upon the conversion of the company to a public limited company, being No. 190413105, duly recorded in Book No. – I, Volume No. 1904-2018, Pages from 13327 to 13369, for the year 2017 and duly registered with the office of

the Additional Registrar of Assurance, Office of the A.R.A. – IV Kolkata, West Bengal (hereinafter referred to as the “Deed of Rectification cum Declaration”); and

xviii) That by a letter No. 3269-UD/O/M/SL(AL/NR)/8L-10/2007 dated September 25, 2017, the UD Department has extended the timeframe for completion of construction on the Property as provided in the Original Lease Deed for a period of four (4) years from the date of issue of the said letter, i.e. up to September 25, 2021 and has been granted further extension of One year from September 25, 2021 for Completion of the Project.

By a Letter No. 2844-UDMA-27012(11)/15/2020-LMNE SEC dated 09.11.20 the UD department has granted further extension for completion of construction considering the situation of outbreak of COVID-19 and lockdown, for another one year from September 25, 2021 for Completion of the Building/Project.

xix) The Assignor being desirous of commercially exploiting its Property has approached the Developer for providing construction services and developing a commercial project on the Property described in the First Schedule in such manner that greater profits and revenues would accrue to the Assignor.

xx) The Developer being engaged and well established in the business of development of real estate projects in and around West Bengal and having necessary infrastructure and financial means to develop a commercial project on the Property has expressed an interest in developing the Property and providing construction services.

xxi) Pursuant thereto, the Parties entered into a memorandum of understanding dated April 3, 2017, whereby the Parties agreed that the right of construction and development (hereinafter defined) for the Property shall be exclusively and irrevocably granted by the Assignor to the Developer for the limited purpose as stated in this agreement, subject to receipt of the Clearances inter alia on terms and conditions recorded therein.

xxii) Pursuant to receipt of all Clearances and in full reliance on each of the representations of the Assignor set forth herein and believing the same to be true and acting on faith thereof, the Developer accordingly, based on the mutual understanding between the Parties, the Parties have agreed to execute a development agreement dated 16th September, 2019, executed between the Assignor and the Developer and registered in the office of the Additional Registrar of Assurances – IV, recorded in Book No. I, Volume No. 1904-2020, Pages 89913 to 90002, being Deed No.190401491 of 2020 (“Development Agreement”) for undertaking the Project consisting of

Building comprising of shops and commercial spaces, car parking and other Saleable Space, and together with amenities and facilities for the enjoyment of the Units and such other components.

- xxiii) By virtue of the said Development Agreement the Developer is entitled to (a) 65% (sixty five percent) of the total Saleable Space including car parking in the Project,; (b) the proportionate undivided variable share in the leasehold rights on/ over the Property, if applicable in lieu of the construction service provided and (c) such similar rights to access and/or use and/or such other rights and/or entitlement to/ on Common Areas and Facilities that are available to the Lessee/transferee(s) of the Project all in accordance with Applicable Laws (Collectively called Developer's Allocation) and as demarcated in the plans attached to the said development Agreement.
- xxiv) Subsequently the Assignor executed a fresh Power of Attorney on 07.03.2020 and subsequently registered the same in the office of ARA IV and recorded in Book I, Volume No. 1904-2020, Pages 130344 to 130376 being No. 190402277 of 2020 in favour of the Developer enabling it to undertake all the obligations set out in the above referred Development Agreement including but not limited to development and Assignment of the buildings consisting of Units and for that purpose to execute agreements with the prospective Licensee and to receive and appropriate the receipts in respect of the aforesaid allotment/Assignment and to give receipt for the same as per the terms of the Development Agreement and to execute, admit and present for registration, on behalf of the parties, agreements or sub-lease and/or Leave and License and/or transfer of unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.
- xxv) That the Assignors thereafter applied to the Urban Development (UD) Department vide its letter dated 19.11.2020 for permission to transfer/assign in favor of the Developer and/ or its nominees, all its rights, title and interest in 65% (sixty five percent) of Total Saleable area., in the terms and conditions as mentioned in said Development Agreement.
- xxvi) That the said UD Department *vide* its letter dated 02.12.2020 bearing memo no 2937-UDMA-27012(11)/15/2020-LMNR SEC, has agreed to grant permission for assignment in future only after completion of construction of building on the said plot in terms of the Departments notification no. 5081-UD/O/M/SL(AL/NR)8L-08/2004 dated 26th November, 2012 .

THE THIRD SCHEDULE ABOVE REFERRED TO

COMPLEX COMMON AREAS

PART - I

(Exclusive Owners Common Areas)

PART –II

(Exclusive Developers Common Areas)

(PART II)

(Shared Common Areas)

(Shared Common Areas for Commercial Complex)

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Part-I)

(Said Commercial Unit)

All That the Unit No. _____, on the ____Floor, having Carpet Area of Unit admeasuring _____sq ft more or less, having Super Built Up Area of Unit ad measuring _____--sqft more or less-, and along with Open Terrace having carpet area of _____ square feet, more or less, if applicable, together with pro rata share (as also the right to use) of the Exclusive Common Areas (including External wall thickness more or less) of the Complex as also the Shared Common Areas both these common areas being part of the Complex Common Areas and both these common areas being morefully defined in **PART-II-** and **PART-III respectively-** of the **THIRD SCHEDULE.**

PARKING SPACE

1(One) _____ parking admeasuring approximately [135 square feet.]

(Part II)

(Common Area Share And User Right)

ALL THAT the undivided proportionate share as also the right to use the Exclusive Common Areas and the Shared Common Areas (morefully described respectively in **Part – I and Part - II** of the **Third Schedule** herein above) along with the other occupants and maintenance staff. etc of the building/block/Commercial Complex to the extent required for the beneficial use and enjoyment of the Said Unit, without causing any inconvenience or hindrance to them.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Unit Price)

Rs. _____ -/-(_____ **only**) only for the Said Unit And The Properties Appurtenant Thereto, only being full consideration payable under these presents for the Said Unit and the Properties Appurtenant Thereto and the Promoter doth hereby admit and acknowledge tp have received the same.

MEMO OF CONSIDERATION

RECEIVED from the within named Assignees the within mentioned sum of Rs. _____ ---- -/(_____) only being the full consideration payable

under these presents for the Said Apartment and The Properties Appurtenant
There to

IN WITNESS WHEREOF the Parties hereto have executed this Deed of Assignment at Kolkata
on the day month and year first above written.

Executed and Delivered by the **Original**
Lessee/Assignor Covenants in the presence of :

1.

2.

Executed and Delivered by the **Promoter** in the
presence of:

1.

2.

Executed and Delivered by the **Assignee** in the presence of:

1.

2.