

DEED OF ASSIGNMENT

- 1. Date:** _____, JANUARY, 2021.
- 2. Place:** Siliguri, West Bengal

- 3. Parties:**

PANCHPARV DEALCOMM PRIVATE LIMITED (PAN:- AAGCP5123N), A Private Limited Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51101WB2012PTC176686 Dated 22/03/2012 having its registered Office at Office No. 23, Third Floor, International Market, Sevoke Road, Ward No. 10, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling, represented by represented by one of its Director duly authorized for this purpose **SRI KAJAL SARKAR** S/o Sri Kamal Sarkar, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 3rd Floor, Hotel Mayor, Sevoke Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling., appointed by virtue of a General Power Of Attorney, registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. IV, Volume No. _____, pages from _____ to _____, being Document no. _____ for the year _____.

(Assignor, includes successors-in-interest and/or assigns)

And

3.2 SRI _____ (PAN:- _____) S/o _____,
by nationality Indian, by faith Hindu, by occupation Business, residing at

(“Assignee”, includes successors-in-interest).

And

3.3 MEGA DEVELOPERS (PAN:- ABHFM1152D)A Partnership Firm, having its Office at Rom No. F 401, 4th Floor, City Centre, The Uttorayon Township, Matigara, NH-31, Siliguri-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by its Partner **SRI NARESH KUMAR AGARWAL** S/o Late Kailash Chand Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Nehru Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling

(Developer, includes successors-in-interest and/or assigns)

Assignor, Assignee and Developer, collectively **Parties** and individually **Party**.

NOW THIS DEED OF ASSIGNMENT WITNESSES AS FOLLOWS:

4. Brief Description of Land & Complex:

4.1 Mother Premises: All That piece and parcel of land containing an area of 393.25 (three

hundred ninety three point two five) Acres, be the same a little more or less, situate within Mouza – Gourcharan, J. L. No. 81, Police Station- Matigara, Mouza – Baragharia, J. L. No. 82, Police Station- Matigara, and Mouza – Ujanu, J. L. No. 86, Police Station- Matigara in Siliguri, District – Darjeeling (**Mother Premises**), more fully and particularly described in **Part – I** of the **1st Schedule** hereto.

4.2 **Said Premises: All That** piece and parcel of demarcated land (forming part of the Mother Premises) containing an aggregate area of 1.0108 (One Point One Zero Eight) Acres, be the same a little more or less, comprised in R. S. Khatian No. 260, corresponding to L. R. Khatian No. 1302, appertaining to R. S. Dag No. 297/459, corresponding to L.R. Dag No. 817, J. L. No. 86, situated within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling (**Said Premises**), more fully and particularly described in **Part – II** of the **1st Schedule** hereto.

4.3 **Complex:** The complex for the time being constructed and being constructed at the Said Premises comprising of several multi-storied buildings/Blocks containing several independent and self-contained flats, car parking spaces and other constructed areas etc., collectively and commonly known as **LUMINA LUXURIA (Complex)**.

5. Subject Matter of Assignment

5.1 **Said Flat:** Residential **Flat No.** _____, having a Carpet Area _____ Sq.Ft. as per RERA ACT (Real Estate Regulatory Act) and having built-up area of _____ square feet, more or less, corresponding to a super built-up area of _____ square feet, more or less, on the _____ **Floor** of the building/block No. _____ described in **Part - I** of the **2nd Schedule** hereto (**Said Flat**) at the Complex at the Said Premises.

5.2 **Land Share:** Undivided, impartible, proportionate and variable share in the leasehold land comprised in the Said Premises as be attributable to the Said Flat (**Land Share**).

5.3 **Parking Space:** The right to park ____ (____) medium sized car in Covered space on the Ground Floor/Basement of the building at the Complex, described in **Part - II** of the **2nd Schedule** hereto (**Parking Space**), if any.

5.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable leasehold share and/or interest in the common areas, amenities and facilities of the building/block, the Complex and Uttorayan Township as be attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).

The Said Flat, the Land Share, the Parking Space (if any) and the Share In Common Portions collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

6. **Background:**

6.1 **Permission to Set Up Satellite Township:** One Luxmi Township Limited, a company within the meaning of the Companies Act, 1956, having its registered office at “Kishore Bhavan”, 17, R.N. Mukherjee Road, P.S. Hare Street, Kolkata-700 001 obtained permission from the Government of West Bengal to occupy land for the purpose of setting up of a Satellite Township.

6.2 **Identification of Mother Premises:** The Government of West Bengal identified and earmarked the Mother Premises for the purpose of setting up of the Satellite Township.

6.3 **Lease in Favour of Luxmi Township Limited:** With a view to enable the said Luxmi Township Limited to implement its project of setting up a modern satellite township, the Governor for the State of West Bengal, by an Indenture of Lease dated 21st Day of November, 2003 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, District-Darjeeling and recorded in Book No. I, Volume No. 69 pages 335 to 434 being Deed No. 3423 for the year 2003, hereinafter referred to as the “**Parent Lease**”, granted lease in respect of the Mother Premises in favour of the said Luxmi Township Limited for a period of 99 years from 23rd Day of April, 2002 with option for renewal of the same for a further period of 99 years and thereafter, successive like periods upon the same terms and conditions, save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time.

6.4 **Primary Obligation of Luxmi Township Limited under Parent Lease:** The said Luxmi Township Limited under the Parent Lease was required to develop the Mother Premises so demised in accordance with the development schemes approved by the Government of West Bengal and

to divide and demarcate the Mother Premises into plots of various sizes to be used for group residential, commercial and other purposes and to provide the infrastructure and support facilities and services for the proposed township.

- 6.5 **Entitlement of Luxmi Township Limited under Parent Lease:** The said Luxmi Township Limited was, however, entitled to allot and/or transfer and/or assign, the developed plots to the intending allottees and to receive all amounts receivable from such allottees in respect of such allotment and/or transfer and/or assignment and to appropriate the same, subject however to obtaining prior written permission of the concerned District Land & Land Reforms Officer who was/is authorised to grant the necessary permission to the said Luxmi Township Limited to transfer and/or assign its right, title or interest in respect of the part or whole of the Mother Premises to the allottees and prospective Assignees, whenever applied by the said Luxmi Township Limited in that behalf.
- 6.6 **Infrastructural Development:** The said Luxmi Township Limited took possession of the Mother Premises pursuant to and in terms of the Parent Lease, commenced and completed the development of the Mother Premises by leveling the land, by opening out roads, by constructing pucca surface drains and dividing the Mother Premises into various plots of various sizes and description in various Blocks having separate distinctive numbers and also providing the different plots with infrastructural facilities and services for setting up residential-cum-commercial township, which has been named by the said Luxmi Township Limited and is now known as “**Uttorayan Township**” which is within the jurisdiction of the Siliguri Jalpalguri Development Authority (hereinafter referred to as the **Said Authority**).
- 6.7 **Regulations of Said Authority:** The Said Authority framed regulations for controlling the use and development of the Mother Premises within the said Uttorayan Township and for matters connected therewith.
- 6.8 **Application by Assignor:** The Assignor herein as Assignee applied to the said Luxmi Township Limited for provisional allotment of two Plot at Group Housing Plot 'B' (**Said Premises**) of the Uttorayan Township.

- 6.9 **Provisional Allotment to Assignor:** By two letters dated 18th February 2017 & 29th March 2019 (**Provisional Allotment Letter**) the said Luxmi Township Limited provisionally allotted to the Assignor herein the Said two premises on the eastern side of the Uttorayon Township for construction of apartments, inter alia, on the terms and conditions contained in the Provisional Allotment Letter.
- 6.10 **Possession of Said Premises to Assignor:** The said Luxmi Township Limited duly completed the work of infrastructural development of the Said two Premises and made it ready for possession and has since delivered possession of the Said Premises to the Assignor herein on 18th August 2017 and 26th November, 2019.
- 6.11 **Permission of District Land & Land Reforms Officer:** The required permission to transfer or assign the Said two Premises in favour of the Assignor herein was obtained by the said Luxmi Township Limited from the District Land & Land Reforms Officer, Darjeeling, vide Memo No. 1479/Special(cell)/17 Dated 06.07.2017 and 2869/DLLRO-DJ/UTTORAYON/19 Dated 22.11.2019.
- 6.12 **Assignment in favour of Assignor:** By Two Indentures made between the said Luxmi Township Limited, therein referred to as the assignor of the one part and Panchparv Dealcomm Private Limited, the Assignor herein, therein referred to as the assignee of the other part and duly registered with the Additional District Sub-Registrar, Siliguri-II at Bagdogra, Darjeeling in Book No. I, CD Volume No. 0403-2018, pages from 62879 to 62921, being Deed No. 040303149 for the year 2018 and Book No. I, CD Volume No. 0403-2019, pages from 166729 to 166770, being Deed No. 040307181 for the year 2019 the said Luxmi Township Limited assigned its leasehold rights in respect of the said premises in favour of the Assignee therein i. e. Panchparc Dealcomm Private Limited (Assignor herein) for the consideration and on the terms and conditions contained therein for the unexpired term of the parent lease with an option for renewal of the same for a further period of 99 years and thereafter, successive like periods upon the same terms and conditions, save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time.
- 6.13 **Status of Assignor:** The Assignor is now the absolute Lessee of the Said Premises free from all encumbrances and is in peaceful possession thereof.

- 6.14 **Development Agreement** : By a Development Agreement made between the said Panchparv Dealcomm Private Limited, the Assignor herein and Mega Developers, the Developer herein and duly registered with the Additional District Sub-Registrar, Siliguri-II at Bagdogra, Darjeeling in Book No. I, CD Volume No. 0403-2021, pages from _____ to _____, being Deed No. _____ for the year _____ .
- 6.15 **Sanctioned Plans**: With the intention of developing and commercially exploiting the Said Premises and selling the flats and other covered and open spaces therein (collectively **Units**), the Assignor has got a building plans sanctioned by the Matigara Panchayat Samiti, vide Registration No. 406, having its order No. 546/MPS dated 10/11/2020 in respect of the Said Premises (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time).
- 6.16 **Commencement of Construction**: The Developer commenced construction of the Buildings and decided to transfer Units comprised in the Buildings by way of assignment.
- 6.17 **Scheme**: The Assignor and Developer formulated a scheme for transfer of the Units and other spaces to prospective Assignee/s (**Intending Assignee/s**).
- 6.18 **Agreement with Assignee/s**: The Assignee/s, upon full satisfaction of the Assignor's title entered into an Agreement dated ____ **Day of** _____ (**Said Agreement**) with the Assignor for acquiring leasehold right in the Said Flat and Appurtenances, on the terms and conditions contained therein.
- 6.19 **Permission of District Land & Land Reforms Officer**: The required permission to transfer or assign the Said Flat And Appurtenances in favour of the Assignor herein was obtained by the Assignor from the District Land & Land Reforms Officer, Darjeeling, vide Memo No. _____ Dated _____.
- 6.20 **Transfer to Assignee/s**: In furtherance of the above, the Assignor an Developer are completing the transfer of the Said Flat and Appurtenances by way of assignment in

favour of the Assignee/s, by these presents, on the terms and conditions contained herein.

6.21 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Assignee/s confirms that the Assignee/s has accepted and agreed that the following are and shall be the conditions precedent to this Assignment:

6.21.1 **Understanding of Extent of Leasehold right by Assignee/s:** The undertaking and covenant of the Assignee/s that the Assignee/s has/have understood and accepted the fact that the leasehold rights of the Assignee/s is/are limited to the Said Flat, the Land Share and the Common Portions and the Assignee/s hereby accepts the same and the Assignee/s shall not, under any circumstances, raise any claim of ownership or any other right on any other component or constituent.

6.21.2 **Satisfaction of Assignee/s:** The undertaking of the Assignee/s to the Assignor and Developer that the Assignee/s is/are acquainted with, fully aware of and are thoroughly satisfied about the leasehold title of the Assignor, the Sanctioned Plans, all the background papers, the right of the Assignor to grant this assignment and the extent of the rights being granted in favour of the Assignee/s and the negative covenants mentioned elsewhere in this Deed of Assignment and the Assignee/s hereby accept the same and shall not raise any objection with regard thereto.

6.21.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Assignee/s to the Assignor that the leasehold right, title and interest of the Assignee/s is/are confined only to the Said Flat And Appurtenances and the Assignor is entitled to deal with and dispose off all other portions of the Said Premises and the Buildings to third parties at the sole discretion of the Assignor, which the Assignee/s hereby accept and to which the Assignee/s, under no circumstances, shall be entitled to raise any objection.

6.21.4 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3rd

Schedule hereto, the said description is only indicative and is not intended to bind the Assignor in any manner. The Assignor and Developer shall, in its absolute discretion, be entitled to modify or alter improvise upon the Common Portions and the Assignee shall not have any claim, financial or otherwise, against the Assignor and Developer for such modification or alteration or improvisation.

6.21.5 **Addition/Alteration of Buildings:** The undertaking of the Assignee to the Assignor and Developer that notwithstanding anything contained in this Agreement, the Assignee has no objection and shall under no circumstances have any objection to Assignor and Developer for modifying the Sanctioned Plan (excluding the portion relating to the Said Flat), if necessary.

7. Transfer/Assignment

7.1 **Hereby Made:** The Assignor and Developer doth hereby assign, convey and transfer to and unto the Assignee/s, its leasehold rights, title and interest in respect of the Said Flat And Appurtenances described in **Part - III** of the **2nd Schedule** below, being:

7.1.1 **Said Flat:** Residential **Flat No.** _____, having a Carpet Area _____ Sq.Ft. as per RERA ACT (Real Estate Regulatory Act) and having a built-up area of _____ square feet, more or less, corresponding to a super built-up area of _____ square feet, more or less, on the _____ **Floor** of the building/block No. _____ described in **Part - I** of the **2nd Schedule** hereto (**Said Flat**) at the Complex at the Said Premises described in **Part - II** of the **1st Schedule** hereto.

7.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the leasehold land comprised in the Said Premises as be attributable to the Said Flat (**Land Share**).

7.1.3 **Parking Space:** The right to park ____ (____) medium sized car in the Covered space on the ground Floor/Basement of the building at the Complex described in **Part - II** of the **2nd Schedule** hereto (**Parking Space**).

7.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Building/Block, the Complex and Uttorayan Township as be

attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the 3rd **Schedule** below (collectively **Common Portions**)

8. Consideration and Payment

8.1 **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances by way of assignment is being made by the Assignor and Developer in consideration of a sum of **Rs. _____/- (Rupees _____)** only paid by the Assignee/s to the Assignor and Developer, receipt of which the Assignor and Developer hereby and by the Receipt And Memo of Consideration below, admit and acknowledge.

9. Terms of Transfer

9.1 **Title, Sanctioned Plans and Construction:** The Assignee/s has/have examined or caused to be examined the following and the Assignee/s is/are fully satisfied about the same and shall not be entitled to and covenants not to raise any objection regarding the same and also further waives the right, if any, to do so:

- (a) The right, title and interest of the Assignor in respect of the Said Premises, the Building/Block and the Said Flat And Appurtenances.
- (b) The Sanctioned Plans sanctioned by the Sanctioning Authority.
- (c) The construction and completion of the Building/Block, the Common Portions and the Said Flat/ Unit including the quality, specifications, materials, workmanship and structural stability thereof.

9.2 **Measurement:** The Assignee/s has/have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

9.3 **Salient Terms:** The transfer or assignment of the leasehold right of the Assignor over and in respect of the Said Flat And Appurtenances being effected by this Deed of Assignment is:

9.3.1 **Assignment of Leasehold Interest:** an assignment or transfer of leasehold right, title and interest within the meaning of the Transfer of Property Act, 1882.

- 9.3.2 **Absolute for Unexpired Term:** absolute for the unexpired term of the Parent Lease, dated 21st November, 2003 followed by the Deed of Assignment, dated 16th November, 2012 executed in favour of the Assignor in respect of the Said Premises with an option for renewal of the same for a further period of 99 years and thereafter, successive like periods upon the same terms and conditions, save as to the rent, which may be increased or otherwise varied by the State Government in accordance with the provisions of law, as may be in force from time to time.
- 9.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- 9.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Assignment, together with proportionate leasehold right, benefit of user and enjoyment of the Common Portions described in the 3rd **Schedule** below, in common with the other co-assignees including the Assignor.
- 9.4 **Subject to:** The transfer of leasehold rights, title and interest over and in respect of the Said Flat And Appurtenances being effected by this Assignment is subject to:
- 9.4.1 **Payment of Rent:** the Assignee/s paying the applicable rent for the Said Flat And Appurtenances (as would be payable under the applicable law/s, in force from time to time) in the office of the District Land & Land Reforms Officer at Darjeeling or in other designated office as may be approved the Government of West Bengal within first 60 (sixty) days of the year for which such rent is payable.
- 9.4.2 **Payment of Extras:** the Assignee/s paying the proportionate costs, expenses, deposits and charges for formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**).
- 9.4.3 **Payment of Common Expenses:** the Assignee/s regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively **Common Expenses/**

Maintenance Charges), indicative list of which is given in the **4th Schedule** below.

9.4.4 **Observance of Covenants of Parent Lease and Deed of Assignment, dated 16th November, 2012:** the Assignee/s observing and performing the covenants, stipulations, restrictions and obligations as stipulated in the Parent Lease as also in the Deed of Assignment, dated 16th November, 2012.

9.4.5 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5th Schedule** below.

9.4.6 **Observance of Covenants:** the Assignee/s observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.

9.4.7 **Indemnification by Assignee/s:** indemnification by the Assignee/s about the Assignee/s faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Assignee/s hereunder as well as under the Said Agreement. The Assignee/s agree to keep indemnified the Assignor and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Assignor and/or their successors-in-interest by reason of any default of the Assignee/s.

10. Possession

10.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat And Appurtenances has been handed over by the Assignor to the Assignee/s, which the Assignee/s admit, acknowledge and accept.

11. Outgoings

11.1 **Payment of Outgoings:** All Municipal taxes, Khazna etc. on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Assignee/s (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Assignor and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Assignee/s.

12. Holding Possession

12.1 **Assignee/s Entitled:** The Assignor hereby covenants that the Assignee/s shall and may, from time to time, and

at all times hereafter during the term of the demise and subject to observing and performing the stipulations, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby assigned, transferred and assured or expressed or intended so to be unto and to the Assignee/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Assignor or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Assignor.

13. Further Acts

- 13.1 **Assignor to do:** The Assignor hereby covenants that the Assignor or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Assignee/s and/or successors-in-interest of the Assignee/s, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the leasehold title of the Assignee/s to the Said Flat And Appurtenances.

14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the assignment or transfer of leasehold right, title and interest in respect of the Said Flat And Appurtenances by this Assignment after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

- 14.2 **Maintenance:** So far as the operation, management and maintenance of the common portions of the building is concerned, it is clarified that **(1)** until the formation of the Association and its taking charge of the acts relating to maintenance of common portions or until the expiry of _____, whichever be earlier, the Assignor or its nominee shall operate, manage and render specified day to day services with regard to the Common Portions and the Assignee/s undertakes to regularly and punctually pay to the Assignor or its nominee the maintenance charges and common expenses **(2)** upon transfer of at least 50% of the units in the buildings to the co-assignees or at the sole discretion of the Assignor or within _____, whichever is earlier,

the Association shall be formed of the co-assignees for operation, management and maintenance of the common portions and the co-assignees shall be made the members thereof **(3)** the Assignee/s shall bear and pay the proportionate costs of the formation and the expenses of the Association and shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary therefor including the declaration of membership and/or right and interest of the co-assignees in the said premises including in the buildings and/or common areas and installations as and when the occasion will arise **(4)** upon formation of the Association, the Assignor shall transfer to the Association all its maintenance rights responsibilities and obligations with regard to the operation, management and maintenance of the common portions whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case the Association is not formed within _____ then all such rights responsibilities and obligations with regard to the maintenance shall be deemed as on such date to have been transferred by the Assignor to all the co-assignees for the time being of the buildings without any further act on the part of the Assignor and whereupon only the Co-assignees as the case may be shall be entitled thereto and obliged therefor. All references to the Assignor herein with regard to the common maintenance shall thenceforth be deemed to be reference to the Association or the co-assignees as the case may be **(5)** at the time of handing over the charge to the Association or to the Co- assignees as the case may be the Assignor shall also transfer the residue then remaining of the deposits made by the Assignee/s for the common purposes after adjusting all amounts then remaining due and payable by the Assignee/s and the amounts thus transferred shall be held by the Association or the co- assignees to the account of the co- assignees respectively for the purpose thereof and the Assignee/s and the other co-assignees and the Association shall remain liable to indemnify the Assignor for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the buildings by the Association and/or co-assignees (including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said premises). The Assignor will not be required to render any accounts to the Assignee/s **(6)** furthermore, with effect from expiry of _____ or the formation of the Association and its taking charge

of the acts relating to the operation, management and maintenance of the common portions whichever be earlier all the employees of the Assignor having appointment as on such date for such purposes such as watchmen, security men, caretaker etc. shall be employed and/or absorbed by the Association or the co- assignees with continuity of service with effect from such date (7) the rules and regulations and/or bye laws of the said Association shall not be inconsistent with the rights and interests of the Assignor reserved and belonging hereunder or otherwise.

15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Assignment are inserted for convenience only and shall be ignored in construing the provisions of this Assignment.
- 15.3 **Definitions:** Words and phrases have been defined in the Assignment by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule

Part – I (Mother Premises)

All That piece and parcel of land containing an area of 393.25 (three hundred ninety three point two five) Acres, be the same a little more or less, situate within Mouza – Gourcharan, J. L. No. 81, Police Station- Matigara, Mouza – Baragharia, J. L. No. 82, Police Station- Matigara, and Mouza – Ujanu, J. L. No. 86, Police Station- Matigara in Siliguri, District – Darjeeling and delineated on **Plan A** attached and bordered in colour **Red** thereon and particulars of the Holding are as follows:

1. **Mouza – Gourcharan (Total area 96.38 Acres), J.L. No.81, P.S. – Matigara**

<u>Dag No.</u>	<u>Area in Acres</u>
311	0.62
313	0.04
320	2.21
303	3.37
319	0.45
310	0.36
310/447	0.58
309	1.28
304	0.58
147/166	0.15
147/163	0.17
147/168	0.21
147/161	0.23
157	0.20
147/177	0.23
148/176	2.02
147/170	0.21
129	12.59
129/154	0.22
129/156	0.02
129/155	0.67
129/159	0.09
129/158	0.05
129/152	0.21
175	0.16
147/164	1.06
147/165	1.89
147/167	3.93
147/162	19.00
169	0.62
148 (PART)	1.64
147/178 (PART)	0.42
147	8.43
147/160	3.37
147/171	10.35
147/173	15.32
147	3.43
	Total: 96.38

2. Mouza-Baragharia (Total area 192.72 Acres), J.L. No.82, P.S. Matigara

<u>Dag No.</u>	<u>Area in Acres</u>
463 (Part)	0.01
461	0.28
504 (Part)	0.22
467	0.32
473	8.80
472	0.28
471	4.60
466 (Part)	32.07
468 (Part)	10.32
475 (Part)	0.27
477 (Part)	0.27
478	10.29
498 (Part)	0.26
500 (Part)	4.99
489	40.27
487	33.17
493	5.38
496	5.80
495	0.28
488	5.38
497	0.60
492	0.60
494	0.16
501	0.18
499	0.38
474	0.66
457 (Part)	0.30
461 (Part)	5.70
465	13.68
464	0.20
	2.27
	Total: 192.72

3. Mouza-Ujanu (Total area 393.25 Acres), J.L. No.86, P.S. Matigara

<u>Dag No.</u>	<u>Area in Acres</u>
451 (Part)	0.68
297 (Part)	1.02
299	6.16
245/437	2.90
340	6.20
296/439	6.25
469	0.86
299/440	0.64
338/447	3.10
346	0.60
335	6.96
446	5.81
370/470	0.88
305	1.94
304	1.44
303	0.72
342	0.86
295/453	0.90
338	2.52
300	0.56
301	0.10
340/471 (Part)	1.22
343 (Part)	2.77
344	2.60
345	0.40
349	1.74
295/455 (Part)	7.58
295/456	0.23
295/457	0.40
454	0.08
295/458 (Part)	8.25
297/459 (Part)	5.03
295 (Part)	13.65
74	3.02
73	0.25
72	4.65
336	0.46
75	0.72
	Total: 104.15

Part – II**(Said Premises)**

ALL THAT the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 101.08 Katha, be the same a little more or less (in a raw, undeveloped high and low land on as is where is basis”) being a portion of the Said Mother Premises described in the Part I of the **First Schedule** hereinabove comprising R.S. Khatian No. 260, corresponding to L. R. Khatian No. 1302 & 1360, appertaining to R.S. Dag No. 297/459, corresponding to L. R. Dag No. 917, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling

Area measuring 1.0108 acres, for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the **Parent Lease** and the land is butted and bounded as follows:

On the North : Land of Mega Builders;

On the South : Land of Luxmi Township Ltd.;

On the East : Land Chandmoni Tea Estate;

On the West : 35 M wide Metal Road;

2nd Schedule

Part - I

(Said Flat)

All That the Residential **Flat No.** ____ on the ____ **Floor**, having a Carpet Area _____ Sq.Ft. as per RERA ACT (Real Estate Regulatory Act) and having a built-up area of _____ square feet, more or less, corresponding to a super built-up area of _____ square feet, more or less, comprised in the building/block No. _____ at the Said Complex named **“LUMINA-2”** at the Said Premises described in the Part II of the First Schedule hereinabove and delineated on Plan C attached and bordered in Colour Red thereon.

**Part - II
(Parking Space)**

All That right to park ____ (_____) medium sized car in the Covered space (to be allotted and identified by the Vendor) in the Parking on the ground Floor/Basement of the building at the Complex "**LUMINA-2**".

**Part - III
(Said Flat and Appurtenances)
[Subject matter of Assignment]**

The Said Flat, being the flat described in **Part - I** of the **2nd Schedule** above.

The right to park in the Parking space, being the car parking space/s described in **Part - II** of the **2nd Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable leasehold share in the land comprised in the Said Premises described in **Part II** of the **1st Schedule** above, as is attributable to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as attributable to the Said Flat.

3rd Schedule

(Common Portions)

A. (Common Portions for the Building/Complex)

1. **Areas:** (a) Lobbies, Waiting lounge and stair cases, (b) Stair head room, (c) Lift machine room and lift well, (d) Community hall, (e) Health club with gymnasium, (f) Children's play area, (g) Boundary walls and main gates and outer elevation of the building, (h) Landscaped gardens.
2. **Water and Plumbing :** (a) Water reservoirs, (b) Water tanks, (c) Water pipes (save those inside any flat), (d) Municipality water supply piping, (e) Deep Tube well, (f) fire fighting system.

3. **Electrical installations** : (a) Wiring and accessories for lighting of Common Portions, (b) Electrical installations relating to meter for receiving electricity from electric supply authority, (c) Pump and motors, (d) Elevators and (e) Generator.
4. **Drains** : (a) Drains, sewers, pipes and Septic tanks.
5. **Others** : Other common areas and installations and/or equipment as are provided in the New Building for common use and enjoyment.

B. (Common Portions of the Uttorayon Township)

1. **Open Space**: All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttorayon Township, which are open to sky.
2. **Internal Roads**: Metaled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/concrete) paving stones, if any.
3. **Sewerage**: Underground sewerage network to discharge toilet waste with manholes.
4. **Boundary Wall**: Common boundary walls.
5. **Street Lights**: All street light posts together with the electrical fittings and fixtures.
6. **Garbage disposal**: All garbage disposal vats including any open or covered area for such purpose as may be designated or any other agency as may be setup for the purpose of management and maintenance of the common areas and facilities of the Uttorayon Township.
7. **Gate complex** along with security room.
8. **Others**: Such other common parts, areas, equipment, installations, fittings, fixtures, toilets and spaces (both open and covered), if any, in or about the Uttorayon Township as are necessary for user in common by the allottees/assignees of various plots in Uttorayon Township.
9. **Power sub-station rooms**: In case Power Supply is obtained through Power supply Network of the "Uttorayan Township", all power Sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be exclusive -properties of such agency.

4th Schedule

(Common Expenses/ Maintenance Charges)

1.	Association	:	Establishment and all other operational expenses of the Association.
2.	Common Utilities	:	All charges and deposits for supplies of common utilities.
3.	Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.
4.	Fire fighting	:	Costs of operating the fire-fighting equipments and personnel, if any.
5.	Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any flat) walls of the New Building as also for the common portions of the Uttarayan Township.
6.	Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including, their licence fees, taxes and other levies (if any) and the lights of the Common Portions.
7.	Rates and taxes	:	Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.
8.	Reserves	:	Creation of fund for replacement, renovation and other period expenses.
9.	Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

5th Schedule

(Stipulations)

The Assignee/s and the other co-assignees shall allow each other, the Assignor and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Assignee/s shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Residential Premises and the Building including the other flats and the Common Portions;
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof;
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;
6. **Access to Common Roof:** Right of access to the ultimate Common Roof;

**6th Schedule
(Covenants)**

For the purpose of this **Schedule**, the expression Assignor shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Assignee/s elsewhere in this Assignment.

1. **Assignee/s Aware of and Satisfied with Building and Construction:** The Assignee/s is/are fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions and all other ancillary matters and also further waives the right, if any, to do so. The Assignee/s has/have examined and are acquainted with the Building to the extent already constructed and to be further constructed and have agreed that the Assignee/s shall neither have nor shall claim any right over any portion of the Building and the Said Premises save and except the Said Flat And Appurtenances.
2. **Assignee/s to Mutate and Pay Rates & Taxes and Common Expenses/ Maintenance**

Charges: The Assignee/s shall **(1)** pay the Common Expenses/Maintenance Charges and Rates & Taxes (proportionately for the Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Assignee/s), on the basis of the bills to be raised by the Assignor or the Association, as the case may be, such bills being conclusive proof of the liability of the Assignee/s in respect thereof and **(2)** have mutation completed at the earliest. The Assignee/s further admit and accept that **(1)** the Assignee/s shall not claim any deduction or abatement in the bills of the Assignor or the Association and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Assignor or the Association.

3. **Assignor' Charge/Lien:** The Assignor shall have the first charge and/or lien over the Said Flat And Appurtenances for all amounts remaining outstanding from the Assignee/s.
4. **No Obstruction by Assignee/s to Construction:** The Assignee/s also admit and accept that the Assignor and/or employees and/or agents and/or contractors of the Assignor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Assignee/s shall not raise any objection in any manner whatsoever with regard thereto.
5. **Assignee/s to Participate in Formation of Association:** The Assignee/s admit and accept that the Assignee/s and other Assignee/s of the Unit/s shall form the Association and the Assignee/s shall become a member thereof. The Assignee/s shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Assignee/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the maintenance deposit made by the Assignee/s (after adjustment of all amounts then remaining due and payable) shall be transferred by the Assignor to the Association. The deposits shall thereafter be held by the Association in the account of the Assignee/s.
6. **Obligations of Assignee/s:** On and from the Date Of Possession, the Assignee/s shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Complex by the Assignor or Association, as the case may be.
 - (b) **Observing Rules:** observe the rules framed from time to time by the Assignor/the Association for the beneficial common enjoyment of the Building.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Common Portions.
 - (d) **Meter and Cabling:** be liable to draw the electric lines/wires from the meter

installation area to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Assignor or to the other Assignee/s. The main electric meter shall be installed only at the common meter space in the Building. The Assignee/s shall, similarly, use the ducts and pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Building/Complex and/or the Said Premises.

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Assignee/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Assignee/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior colour scheme of the Building and **(2)** design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Association. In the event the Assignee/s make the said alterations/ changes, the Assignee/s shall compensate the Association as estimated by the Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Building. The Assignee/s shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Assignor, it being that no out-door units of split air-conditioners will be installed on the external walls of the Building and no window air- conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Assignee/s shall install the out-door unit of the same either inside the Assignee/s' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Assignee/s shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Assignee/s accept that the aforesaid covenants regarding air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Building, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** The Complex shall be known as **"LUMINA LUXURIA"** and the said name shall not be changed under any circumstances.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or permit the same to be used in

such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Building and/or the neighboring properties.

- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Assignor:** not obstruct the Assignor in their acts relating to the Common Portions and not obstruct the Assignor in constructing on other portions of the Said Premises and selling or granting rights to any person on any part of the Said Premises or the Building (excepting the Said Flat).
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Assignor/Association for the use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefore.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat /the Building **save** at the place or places provided therefore **provided that** this shall not prevent the Assignee/s from displaying the standardized name plate outside the main door of the Said Flat.
- (s) **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the Building/ Complex **save** in the manner indicated by the Assignor/ Association.
- (t) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Flat.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

7. Execution and Delivery

(a) **In Witness Whereof** the Parties have executed and delivered this Assignment on the date mentioned above.

(PANCHPARV DEALCOMM PRIVATE LIMITED)

[ASSIGNOR]

()

[ASSIGNEE /S]

(M/S MEGA DEVELOPERS)

[DEVELOPER]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

Drafted by me and printed at my office.

(REKHA UPADHYAY)
ADVOCATE / SILIGURI
Reg. No. F/1308/1291/2014

RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Assignees the within mentioned sum of **Rs. _____/-**
(Rupees _____) only towards full and final payment of the total consideration for the said Flat/Unit more fully and particularly described in the Second Schedule written hereinabove in the following manner:

Mode	Date	Bank	Amount (Rs.)
		Total:	===== _____/- =====

[ASSIGNOR]

[DEVELOPER]