

**AGREEMENT FOR ASSIGNMENT**

THIS AGREEMENT FOR ASSIGNMENT IS MADE ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ TWO THOUSAND THIRTEEN.

1. **Date:**
2. **Place:** Siliguri
3. **Parties:**
- 3.1 **MEGA BUILDERS**, a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at “Swaika Centre”, Room No. 501, 5<sup>th</sup> Floor, 4A, Pollock Street, Police Station – Hare Street, Kolkata – 700001, represented by its Authorised Signatory, Sri Naresh Kumar Agarwala, Son of Late Kailash Chand Agarwala ---- hereinafter called as **THE ASSIGNOR/ FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context of its legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

**And**

1. **MR.....** son of Mr.....

.....Hindu by religion, Indian by nationality, Business by occupation, resident of .....hereinafter called as **THE PROPOSED ASSIGNEE/ SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, representatives, administrators and assigns) of the **OTHER PART**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**3A. Definitions:**

3A.1 **Mother Premises** shall mean and include **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, more fully and particularly described in **Part – I** of the **1<sup>st</sup> Schedule** hereto.

3A.2 **Said Premises** shall mean and include **All That** piece and parcel of land containing an aggregate area of 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling, more fully and particularly described in **Part – II** of the **1<sup>st</sup> Schedule** hereto.

**4. Subject Matter of Agreement:**

- 4.1 **Assignment of Said Flat And Appurtenances:** Terms and conditions for transfer by way of assignment of:
- 4.1.1 **Said Flat:** Residential **Flat No. ....** on ..... **Floor of Block No.....** , having a super built-up area of ..... Square Feet, more or less, and having a built-up area of ..... Square Feet more or less, described in **Part-I** of the **2<sup>nd</sup> Schedule** hereto (**Said Flat**), in the apartment named “**LUMINA**” at the Said Premises.
- 4.1.2 **Land Share:** Undivided, impartible, proportionate and variable lease-hold share in the land comprised in the Said Premises as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Buildings.
- 4.1.3 **Parking Space:** The right to park **1 (One)** medium sized **covered** parking space situated at the Ground/Basement Floor described in **Part-II** of the **2<sup>nd</sup> Schedule** hereto (**Parking Space**), if any.
- 4.1.4 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Buildings and Uttorayan Township as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> 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 **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

## **5. Background:**

- 5.1 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, Police Station - Hare Street, Kolkata - 700 001 obtained permission from the Government of West Bengal to occupy land for the purpose of setting up a Satellite Township.
- 5.2 The Government of West Bengal identified and earmarked the Mother Premises for the purpose of setting up the Satellite Township.
- 5.3 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 21<sup>st</sup> 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 23<sup>rd</sup> 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.

- 5.4 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;
- 5.5 The District Land and Land Reforms Officer of the Govt. of West Bengal, Darjeeling is authorized 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.
- 5.6 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 Jalpaiguri Development Authority (hereinafter referred to as the **Said Authority**).
- 5.7 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.
- 5.8 The said Luxmi Township Limited provisionally allotted the various plots to several parties applying for and intending to take such allotments.
- 5.9 The Assignor herein as Assignee applied to the said Luxmi Township Limited for provisional allotment of a plot at Group Housing Plot 'B' (**Said Premises**) of the Uttorayan Township.
- 5.10 By a letter dated 05<sup>th</sup> November, 2012 (**Provisional Allotment Letter**) the said Luxmi Township Limited provisionally allotted to the Assignor herein the Said premises on the eastern side of the Uttorayan Township for construction of apartments, inter alia, on the terms and conditions contained in the Provisional Allotment Letter.
- 5.11 The said Luxmi Township Limited duly completed the work of development of the Said Premises and made it ready for possession and has since delivered possession of the Said Premises to the Assignor herein on 16<sup>th</sup> November, 2012.
- 5.12 The required permission to transfer the Said 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. 412/Special (Cell)/II dated 12<sup>th</sup> November, 2012**.
- 5.13 By an Indenture dated 16<sup>th</sup> November, 2013 made between the said Luxmi Township Limited, therein referred to as the assignor of the one part and

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. 48, pages from 2141 to 2177 being Deed No. 11220 for the year 2012**, the said Luxmi Township Limited assigned its leasehold rights in respect of the said premises in favour of the Assignee 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.

- 5.14 **Leasehold Right:** The Assignor is now the Lessee of the Said Premises free from all encumbrances and is in peaceful possession thereof.
- 5.15 **Sanctioned Plans:** For construction of the Buildings, the Assignor has got building plans sanctioned by the Matighara Panchayat Samiti, vide **Registration No. 772/MPS/P1, permission granted vide order number 606/MPS dated 18/03/2013** in respect of the Said Premises (**Sanctioned Plan**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).
- 5.16 **Application and Allotment:** The Assignee has applied to the Assignor for purchase of the Said Flat and Appurtenances and the Assignor has allotted the same to the Assignee conditional upon the Assignee entering into this Agreement.
- 5.17 **Agreement to Record:** Pursuant to the aforesaid application made by the Assignee and the allotment made by the Assignor, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings), if any, for assignment of the leasehold rights of the Said Flat And Appurtenances by the Assignor to the Assignee.
- 6. Conditions Precedent:**
- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Financial and Other Capacity of Assignee:** The undertaking of the Assignee to the Assignor that the Assignee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Assignee:** The undertaking of the Assignee to the Assignor that the Assignee is acquainted with, fully aware of and is thoroughly satisfied about the lease-hold title of the Assignor, the Sanctioned Plan, all the Documents of Title, the scheme of the Assignor to build one complex at the said premises, the rights and the extent of rights of the Assignor to enter into this Agreement and the extent of the rights being granted in favour of the Assignee, and the Assignee shall not raise any objection with regard thereto and gives its undertaking to that effect.
- 6.1.3 **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the Parking Space (if any has been agreed to be

taken by the Assignee) shall be allotted to the Assignee after completion of construction of the Buildings but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking Space shall be at the basement of the Buildings and if open, at any place at the ground level of the Said Premises, (3) the Parking Space can only be used for parking of a medium sized motor car of the Assignee and/or two-wheeler and not for any other purposes and (4) the Assignee will have only right to park in the Parking Space.

- 6.1.4 **Rights Confined to Said Flat and Appurtenances:** The undertaking of the Assignee to the Assignor that the right, title and interest of the Assignee is confined only to the Said Flat and Appurtenances and the Assignor is entitled to deal with and dispose of all other portions of the Buildings and the said premises for any purposes whatsoever, be it residential or commercial, to third parties at the sole discretion of the Assignor, to which the Assignee, under no circumstances, shall be entitled to raise any objection.
- 6.1.5 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Assignee (**Assignee's Covenants**) and the covenants of the Assignor (**Assignor's Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall run with the land during the term of the Parent Lease, (2) the Assignee's Covenants and the Assignor's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Assignee's Covenants and the Assignor's Covenants shall be strictly performed by the Assignee and the Assignor, respectively.
- 6.1.6 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the **3<sup>rd</sup> Schedule** hereto, the said description is only indicative and is not intended to bind the Assignor in any manner. The Assignor shall, in its absolute discretion, be entitled to modify or improvise upon the Common Portions and the Assignee shall not have any claim, financial or otherwise, against the Assignor for such modification or improvisation.
- 6.1.7 **Addition/Alteration of Buildings:** The undertaking of the Assignee to the Assignor that notwithstanding anything contained in this Agreement, the Assignee has no objection and shall under no circumstances have any objection to Assignor (1) modifying the Sanctioned Plan (excluding the portion relating to the Said Flat), if necessary and (2) granting all forms of unfettered proportionate lease-hold right and use over the Common Portions of the Buildings and the Said Premises to other Intending Assignees.

The Assignee further undertakes that in consideration of the Assignor agreeing to assign the Said Flat and Appurtenances to the Assignee, the Assignee has accepted and/or shall be deemed to have accepted all the above conditions.

## **7. Commencement and Validity:**

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat and Appurtenances is completed and possession thereof is delivered to the Assignee, unless terminated in the manner mentioned in this Agreement.
- 8. Total Price, Payment and Extras:**
- 8.1 **Total Price:** The consideration for assignment of lease-hold right of the Assignee in respect of the Said Flat, the Land Share and Share In Common Portions and the right to park **1 (One)** car in the **Covered** parking space is **Rs.58,40,000/- (Rupees Fifty Eight Lakh Forty Thousand only) (Total Price)**, plus GST as may be applicable from time to time, which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence, it shall not be open to question by any Party **provided however that** the Total Price does not include the Extras (defined in Clause 8.5 below).
- 8.2 **Earnest Money/Booking Amount:** The Assignee has paid an amount of **Rs.97,002/- (Rupees Ninety Seven Thousand Two only)** vide Cheque no. 013415 & 013075 dated 27.05.13 drawn on Central Bank Of India as earnest/ booking amount.
- 8.3 **Payment of Balance Amount of Total Price:** The Balance amount of Total Price shall be paid by the Assignee to the Assignor in the manner mentioned in the 6th **Schedule** below, time being the essence of contract. The Assignee agrees and covenants not to claim any right or possession over and in respect of the Said Flat and Appurtenances till such time the Assignee has paid the entirety of the Total Price and the Extras (defined in Clause 8.5 below).
- 8.4 **Notice for Payment:** On happening of each event mentioned in the chart above, the Assignor shall give written notice to the Assignee (**Payment Notice**), quantifying the amount payable by the Assignee. Within 15 (fifteen) days of the date of the Payment Notice, the Assignee shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Assignee shall be deemed to be in default and the consequences mentioned in Clause 11.2 shall follow. The Assignee covenants that the Assignee shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Assignee about the obligation to make payment. Timely payment of the Total Price and the Extras (defined in Clause 8.5 below) shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Siliguri and favouring **"Mega Builders"**.
- 8.5 **Extras:** In addition to the Total Price, the Assignee shall also pay to the Assignor, as and when demanded by the Assignor, the following amounts (collectively **Extras**):
- 8.5.1 **Proportionately:** Proportionately, costs, expenses, deposits and charges for:
- (a) **Increase Due to Circumstances of Force Majeure:** Any increase and/or escalation in cost of construction due to Circumstances of Force Majeure (defined in Clause 15.1 below).

- (b) **Special Amenities/Facilities:** Providing any special amenities/facilities in the Common Portions (save and except those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Buildings over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**).
- (c) **Betterment Fees:** Betterment and Development Fees and levies that may be charged/imposed by any government authorities or statutory bodies on the Said Premises or the Said Flat and Appurtenances or its transfer in terms hereof.
- (d) **Taxes:** GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Assignor, from time to time.
- (e) **Main Electricity Meter:** Security deposit and all other charges of the supply agency for providing main meter to the Buildings.
- (f) **Formation of Association:** Formation of a body of co-assignees of the Said Building, which may be a syndicate, committee, body corporate, company or association.

#### 8.5.2

**Wholly:** Wholly, costs, expenses, deposits and charges towards:

- (a) **Electricity Meter:** Security deposit and all other charges of the supply agency for providing meter to the Said Flat.
- (b) **Legal Fees, Stamp Duty and Registration Costs:** The Assignee shall pay an amount of Rs.15,000/- (Rupees Fifteen thousand) only as documentation charges. Rs.5,000/- (Rupees five thousand) only shall be paid simultaneously with the execution of this agreement and Rs.10,000/- (Rupees ten thousand) only shall be payable on or before the Date of Possession (defined in Clause 9.6.2 below). The fees shall be paid directly to the law Firm who shall execute the agreement and later do the registration. Stamp duty, registration fees, additional/deficit Stamp Duty, additional/deficit Registration Fees, miscellaneous expenses for registration and all other fees and charges, if any, shall be borne by the Assignee.
- (c) **Upgradation:** Increased costs due to any up-gradation of the Specifications described in the **4<sup>th</sup> Schedule** below or change of layout of the Said Flat. In this regard it is clarified that (1) the Assignee can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Assignor shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Assignee to the Assignor, (4) if acceptable, the Assignor shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Assignee shall have to pay the estimated cost, failing which the instruction for up-gradation or change of layout of the Said Flat shall be



deemed to have been perpetually withdrawn, waived and abandoned by the Assignee.

- (d) **Grills:** Installation of grills in the Said Flat as per actual. Designs of the Grills shall be solely decided by the Assignor. It is expressly agreed that in the event of the Assignee choosing to install any grill on its own, the Assignee shall install only those grills the designs of which are duly approved by the Assignor.

**9. Construction and Completion of Assignment:**

9.1 **Construction by Assignor:** The Assignor shall construct, complete and finish the Said Flat and Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4<sup>th</sup> Schedule below. The specifications are indicative and are subject to modification as deemed expedient by the Assignor.

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Assignee hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Assignor and/or the Architect/Engineer making such variations, modifications or alterations.

9.3 **No Hindrance:** The Assignee shall not do any act, deed or thing whereby construction of the Said Flat and Appurtenances and/or the Buildings is in any way hindered or impeded.

9.4 **Basic Duty of Assignee:** The Assignee shall make all payments and perform all obligations as stipulated in this Agreement and the Assignee shall not, in any way, commit breach of the terms and conditions herein contained.

9.5 **Completion Date:** The Assignor based on its present plans and estimates and subject to the occurrence of a Force Majeure event, endeavors to complete the construction of the Said Flat by the end of December, 2018 and thereafter the Assignor shall offer possession of the Said Flat along with the execution of the Deed of Assignment unless there shall be delay or failure due to Force Majeure conditions, (1) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority and (2) any notice, order of injunction, litigation, attachments, etc. and due to reasons beyond the control of the First Party or due to failure of the Assignee to pay in time the Agreed consideration and additional payments, taxes, deposits, securities etc. or any failure on the part of the Second Party to abide by all or any of the terms and conditions of this Agreement.

9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Assignor shall hand over possession of the same to the Assignee. With regard to possession, it is clarified as follows:

9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat and Appurtenances, the Assignee shall pay to the Assignor all amounts due and payable towards the Total Price and Extras and the Assignee shall

not claim possession of the Said Flat and Appurtenances even for furnishing till the Total Price and the Extras are paid in full. It is expressly agreed that upon payment of all amounts due and payable towards the Total Price and Extras, if at the request of the Assignee, the flat is handed over to the Assignee for furnishing, the Assignee shall not be entitled to claim possession of the other Appurtenances including the car parking space, if any on the ground of payment of the total price and extras, unless in the opinion of the Assignor, such Appurtenances including the car parking space, if any is usable.

- 9.6.2 **Possession Notice and Date of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Assignor shall serve a notice on the Assignee (**Possession Notice**) calling upon the Assignee to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Assignee shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Assignor under this Agreement, failing which it shall be deemed that the Assignee has taken possession on the 15<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Assignor to complete the Common Portions in all respects before giving the Possession Notice to the Assignee and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date of Possession, the Assignee shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenances, including the measurement of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, cess, etc. (collectively **Rates & Taxes**) and Common Expenses/Maintenance Charges as be tentatively decided by the Assignor, shall become payable by the Assignee. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Assignor's Obligations:** Subject to the Assignee making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Assignor hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Assignee.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plans and Specifications, reasonable variations accepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction.

- 9.7A **Area Calculation and Variations:** The built-up area of the Said Flat mentioned in Part-I of the Second Schedule hereunder written includes the plinth area thereof, and also includes the thickness of the external and internal walls, columns and pillars thereof Provided That if the external walls columns or pillars are common between the Said Flat and any other Flat, then only one-half area thereof shall be included. In case upon construction of the Said Flat, the built-up area thereof varies, then the price and other amounts (wherever calculated on the basis of area) payable by the Assignee to the Assignor hereunder shall also vary proportionately. The Certificate of the Architects appointed for the project by the Assignor as regards the built-up area shall be final and binding on the parties.
- 9.8 **Completion of Assignment:** The assignment of the leasehold right in respect of the Said Flat and Appurtenances shall be completed by execution and registration of Deed of Assignment in favour of the Assignee provided the Assignee tenders in time all amounts required for the same as mentioned in Clause 8.5.2 (b) above. The Legal Advisors shall draft the standard deed of assignment and only such standard deed of assignment shall be used. The Assignee shall be bound to take Deed of Assignment of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat and Appurtenances shall not be delivered to the Assignee (although it shall be deemed that the Assignee is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the deemed Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Assignee.
- 9.9 **Management of Common Portions:** The Assignor shall maintain and manage all Common Portions of the Buildings, until such time the management association is formed. In this regard, it is clarified that (1) the Assignor shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Assignor shall levy and collect the Common Expenses/Maintenance Charges, (3) the Assignee shall be bound to pay the Common Expenses/Maintenance Charges to the Assignor, (4) the Assignor will not be required to render any accounts to the Assignee and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall however vest in all co-assignees of the Buildings at the said premises.
- 9.10 Until the formation of the Association and its taking charge of the acts relating to common purposes or until the expiry of six months of a notice in writing given by the Assignor to the Assignee and the other co-assignees to take over such charge, whichever be earlier, the Assignor or its nominee shall be the Maintenance In-charge and look after the common purposes and the Assignee undertakes to regularly and punctually pay to the Assignor or its nominee the maintenance charges and common expenses.
- 9.11 So long the Assignor is the maintenance In charge, the Assignee shall not hold the maintenance In- charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In- Charge in its acts relating to the Common purposes nor shall the Assignee be entitled to hold the Assignor responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Assignee as well as the Association shall remain liable to indemnify and keep indemnified the Assignor for all liabilities due to non fulfillment of their respective obligations contained herein by the Assignee and/or the Association.

- 9.12 Upon transfer of least 80% of the Units in the Building to the Co-assignees or at the sole discretion of the Assignor, earlier, the Association shall be formed of the Co-assignees for the common purposes and the Co-assignees shall be made the members thereof each having voting rights therein equivalent to one vote per Unit, it being clarified that in case there be more than one Assignee of one Unit then only one of such Assignee who is nominated amongst them shall be entitled to have voting right equivalent to one vote.
- 9.13 The Assignee 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 for the common purposes including the declaration of membership and/or right and interest of the Co-assignees in the said premises including in the building and/or common areas and installations as and when the occasion will arise. Furthermore, the documents and papers relating to formation of the Association (including the declaration for membership, bye-laws etc.) and also those for transfer to the Association of the charge of looking after the acts relating to the Common Purposes shall also be in such form and contain such particulars as be drawn by the Advocates and the Assignee shall execute the same, without raising any objection whatsoever.
- 9.14 Upon formation of the Association, the Assignor shall transfer to the Association all its rights responsibilities and obligations with regard to the maintenance and common purpose whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified in Clause 9.10 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to common purposes shall be deemed as on such date to have been transferred by the Assignor to all the Co-lessees for the time being of the building without any further act on the part of the Assignor and whereupon only the Co-lessees as the case may be shall be entitled thereto and obliged therefor. All references to the Assignor herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association or the Co-lessees as the case may be.
- 9.15 The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.

**10. Assignee's Covenants and Assignor's Covenants:**

10.1 **Assignee's Covenants:** The Assignee covenants with the Assignor [which expression includes the Association in the Sub Clauses of Clause 10 where ever the context so admits] and admits and accepts that:

10.1.1 **Assignee Aware of and Satisfied with Common Portions and Specifications:** The Assignee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Assignee has examined and is acquainted with the Building/s at the said premises to the extent already constructed and has agreed that the Assignee shall neither have nor shall claim any right over any portion of the Buildings **save and except** the Said Flat And Appurtenances.

- 10.1.2 **Assignee to Mutate and Pay Rates & Taxes:** The Assignee shall (1) pay the Rates & Taxes (proportionately for the Building/s and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Assignee), on the basis of the bills to be raised by the Assignor or the Association (upon formation), such bills being conclusive proof of the liability of the Assignee in respect thereof and (2) have mutation completed at the earliest. The Assignee further admits and accepts that the Assignee shall not claim any deduction or abatement in the bills of the Assignor or the Association (upon formation). If the Assignee delays in paying the Rates & Taxes, the Assignee shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment.
- 10.1.3 **Assignee to Pay for Common Expenses/Maintenance Charges:** The Assignee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Assignor or the Association (upon formation), such bills being conclusive proof of the liability of the Assignee in respect thereof. The Assignee further admits and accepts that (1) the Assignee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges 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 (upon formation).
- 10.1.4 **Assignee to Pay Interest for Delay and/or Default:** The Assignee shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Association, within 7 (seven) days of presentation thereof, failing which the Assignee shall pay compound interest @ 2% (two percent) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Association. The Assignee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services to the Assignee shall be discontinued and the Assignee shall be disallowed from using the Common Portions.
- 10.1.5 **Assignor's Charge/Lien:** The Assignor shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Assignee to the Assignor till any amount is due and payable by the Assignee to the Assignor **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Assignor shall stand extinguished on the financial institution clearing all dues of the Assignor.
- 10.1.6 **No Obstruction by Assignee to Further Construction:** The Assignor shall be entitled to construct further floors on and above the top roof of the Building/s. The Assignee also admits and accepts 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.
- 10.1.7 **No Rights of or Obstruction by Assignee:** All open areas in the Said Premises proposed to be used for open or covered car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Assignor shall have absolute lease-hold right to assign, transfer and/or otherwise deal with and dispose of the same or any part thereof.

- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Assignee fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Building/s at the said premises, (2) if the area of the Buildings is increased/recomputed by the Assignor, the Assignee shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Assignee shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Assignee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Assignor, in its absolute discretion.
- 10.1.9 **Assignee to Participate in Formation of Association:** The Assignee admits and accepts that the Assignee and other Intending Assignees of Flats in the Building/s shall form the Association and the Assignee shall become a member thereof. The Assignee 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 shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required .The deposits shall thereafter be held by the Association in the account of the Assignee. The Association shall look after the maintenance of the Common Portions of the Building/s and the Said Premises.
- 10.1.10 **Obligations of the Assignee:** On and from the Date Of Possession, the Assignee shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Building/s and the Said Premises by the Association.
  - (b) **Observing Rules:** observe the rules framed from time to time by the Assignor/Association for the beneficial common enjoyment of the Building/s and the Said Premises.
  - (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 obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Assignor or to the other Intending Assignees. The main electric meter shall be installed only at the common meter space in the Said Premises. 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 Building/s, the Said Premises and outside walls of the Buildings save in the manner indicated by the Assignor or the Association (upon formation).
  - (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Assignee use or allow the Said Flat

to be used for commercial, industrial or other non-residential purposes. The Assignee 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 unless the same is specifically identified for that purpose.

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Buildings 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 Assignor or the Association (upon formation). In the event the Assignee makes the said alterations/changes, the Assignee shall compensate the Assignor/Association (as the case may be) as estimated by the Assignor/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 of the Buildings.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the name of the Apartment i.e. "LUMINA" under any circumstances.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any 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 Building/s 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.
- (k) **No Storage in Common Portions:** 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/Association:** not obstruct the Assignor/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Assignor in constructing on the top roof of the Building/s and assigning and granting rights to any person on any part of the Building/Said Premises (excepting the Said Flat And Appurtenances).
- (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 and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions and the covenants and obligations enumerated in the Parent Lease and the Deed of Assignment dated 16<sup>th</sup> November, 2012 between Luxmi Township Limited and the Assignor herein.

- (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 therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any 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 and the Parking Space, if any.
- (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/ Buildings **save** at the place or places provided therefor **provided that** this shall not prevent the Assignee from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **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.
- (t) **No Installing Generator:** not install or keep or run any generator (except battery operated) in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Assignee and/or family members, invitees or servants of the Assignee, the Assignee shall compensate for the same.

10.1.11 **Notification Regarding Letting:** If the Assignee lets out or transfers the Said Flat and Appurtenances, the Assignee shall immediately notify the Assignor or the Association (upon formation) of the tenant's/transferee's address and telephone number.

10.1.12 **Roof Rights:** Notwithstanding anything to the contrary elsewhere herein contained it is expressly agreed and understood by and between the parties hereto as follows:-

10.1.12.1 The Assignor shall be entitled at any time hereafter to construct additional storey or stories on the top roof of the building or any part thereof and/or make any addition or alteration in the building and/or the ground floor of the said premises and the right of use of the Assignee as regards the top roof of the building and the common areas and installations (including those in the ground floor) shall be subject to the said right of the Assignor.

10.1.12.2 So far as the top roof is concerned, the right of use of the Assignee shall be only as regards the common installations such as water tank and lift



machine room at the top roof of the building and such other common amenities or facilities as the Assignor may at its sole discretion decide.

10.1.12.3 The Assignor shall have the right to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said premises viz. lift, water, electricity, sewerage, drainage, generator, etc. to the new constructions, additions and/or alterations at the said premises) as be deemed to be expedient to make such area and constructions tenantable and to use, enjoy, hold and/or assign, transfer the same to any person without any objection whatsoever on the part of the Assignee.

10.1.12.4 In the case of the Assignor raising any storey or stories on the top roof, the roof over such additional storey or stories as the case may be shall then become a common area common to all the co-lessees/transferees of the building and the Assignor shall shift the water tank and other installations to such roof over the additional storey or stories as the case may be and further the super built up area comprised in the said unit as well as proportionate share of the Assignee in the land comprised in the said premises and in the common areas and installations shall also stand reduced owing to such construction addition and/or alteration but the Assignee shall not be entitled to claim refund or reduction of the consideration and other amounts payable by the Assignee hereunder nor to claim any amount or consideration from the Assignor on account thereof. Provided however the Assignee clearly understands that the top roof shall belong to the Assignor.

10.2 **Assignor's Covenants:** The Assignor covenants with the Assignee and admits and accepts that:

10.2.1 **Completion of Transfer:** The transfer of the Said Flat and Appurtenances shall be completed by the Assignor by executing deed of assignment in favour of the Assignee.

10.2.2 **Documentation for Loan:** The Assignor shall provide to the Assignee all available documents so that the Assignee may get loan from Banks and Financial Institutions.

**11. Termination and its Effect:**

11.1 **Cancellation by Assignee:** The Assignee shall have the right to terminate this Agreement at any time and if the Assignee does so, the Assignor shall refund to the Assignee all payments received till that date, without any interest, after deducting 20% (twenty percent) of the Total Price.

11.2 **Breach of Assignee's Covenants:** In the event the Assignee (1) fails to make payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Assignee to be performed in terms of this Agreement or (3) neglects to perform any of the Assignee's Covenants, this Agreement shall, at the option of the Assignor, stand cancelled and/or rescinded, upon which the Assignor shall refund to the Assignee all payments received till that date, without any interest, after deducting 20% (twenty percent) of the Total Price. Payments made by the Assignee for up-gradation and extras shall be non-refundable. In the event the Assignor condones the delay of any payment due under this Agreement, the Assignee shall be liable to pay interest @ 18% (eighteen percent) per annum for the

period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Assignor and the Assignee shall not be entitled to claim the same as a matter of right.

11.3 **Breach of Assignor's Covenants:** In case the Assignee complies with and/or is ready and willing to comply with its obligations hereunder and without prejudice to the provisions of Clause 9.5 above, the Assignor fails to construct the Said Flat within the stipulated period and grace period, then and only in such event, the Assignor shall be liable to pay to the Assignee a monthly sum calculated @ Rs.10/- (Rupees ten) only per Square feet per month of the built-up area of the said flat for the period of delay beyond the grace period. Provided That the Assignee shall be entitled, at any time after the expiration of the grace period, to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Assignor shall refund the entire earnest money until then paid by the Assignee to the Assignor with interest thereon @ 12% per annum within 30 days of such cancellation.

11.4 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1, 11.2 and 11.3 above, the Assignee shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Buildings and/or the Said Premises or part or portion thereof and the Assignee shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

**12. Taxes:**

12.1 **Obligation Regarding Taxes:** In the event of the Assignor being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Assignor is advised by the Assignor's consultant that the Assignor is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Assignor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Assignee shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Assignor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Assignor's consultant shall be paid by the Assignee at or before the Date Of Possession.

**13. Defects:**

12.1 **Decision of Architect / Engineer Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Assignee, the matter shall be referred to the Architect/Engineer and the decision of the Architect/Engineer shall be final and binding on the Parties. If directed by the Architect/Engineer, the Assignor shall at its own costs remove the defects. This will however not entitle the Assignee to refuse to take possession of the Said Flat and if the Assignee does so, the provisions

regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

**14. Association and Rules:**

14.1 **Rules of Use:** The Said Flat and Appurtenances shall be held by the Assignee subject to such rules and regulations as may be made applicable by the Association from time to time.

14.2 **Restrictions:** The Assignee agrees that the Assignee shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Association provided however such restrictions are for the general good of the other co-lessee of the Building/s.

**15. Force Majeure:**

15.1 **Circumstances Of Force Majeure:** The Assignor shall not be held responsible for any consequences or liabilities under this Agreement if the Assignor is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees and (10) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations. (Collectively **Circumstances of Force Majeure**). Scarcity of materials or equipments in the market and any other reason beyond the control of the Assignor shall be included in Force Majeure for such purposes.

15.2 **No Default:** The Assignor shall not be deemed to have defaulted in the performance of the Assignor's contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

**16. Miscellaneous:**

16.1 **Indian Law:** This Agreement shall be subject to Indian Laws.

16.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

16.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.

16.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is

not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

- 16.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 16.6 **Right of Possession:** The right of possession of the Assignee in respect of the Said Flat and Appurtenances shall arise only upon the Assignee fulfilling all obligations as are contained in this Agreement.
- 16.7 **Nomination by Buyer with Consent:** The Assignee admits and accepts that before the execution and registration of Deed of Assignment of the Said Flat And Appurtenances, the Assignee will be entitled to nominate, assign and/or transfer the Assignee's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- 16.7.1 The Assignee shall make payment of all dues of the Assignor in terms of this Agreement, up to the time of nomination.
- 16.7.2 The Assignee shall obtain prior permission of the Assignor, and the Assignee and the nominee shall be bound to enter into a tripartite agreement with the Assignor.
- 16.7.3 The Assignee admits and accepts that the Assignee shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.
- 16.7.4 It is hereby covenanted that it is within the knowledge of the assignee/second party that the 1<sup>ST</sup> schedule, Part-II land i.e., the said premises is subject matter of a suit now pending before the Ld. Civil Judge Senior Division at Siliguri but however is not under any restrictive Order of injunction.
- 16.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between the Parties.
- 16.9 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 16.10 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 16.11 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

- 17. Notice:**
- 17.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.
- 18. Alternative Dispute Resolution:**
- 18.1 **Disputes and Arbitration:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 18.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 18.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.
- 18.1.2 **Place:** The place of arbitration shall be Kolkata only.
- 18.1.3 **Language:** The language of the arbitration shall be English.
- 18.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 18.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat and Appurtenances and/or the Buildings/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
- 19. Jurisdiction:**
- 18.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, Darjeeling and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.
- 20. Rules of Interpretation:**
- 20.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 20.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

- 20.3        **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 20.4        **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 20.5        **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 20.6        **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 20.7        **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1<sup>st</sup> 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, out of which an area of 96.38 Acres situate within Mouza – Gourcharan, J. L. No. 81, Police Station- Matigara, an area of 192.72 Acres situated within Mouza – Baragharia, J. L. No. 82, Police Station- Matigara and an area of 393.25 Acres situated within 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.

**Part – II**

**(Said Premises)**

**All That** piece and parcel of land containing an aggregate area of 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling. The details of Dag Nos., its respective area, etc. in each of the Mouza is fully detailed below:

1.        **ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 1.807 acres, 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, R.S. Plot No. 297/459 Corresponding to its L.R. Khatina No.307, L.R. Plot No. 817 under Mouza - Ujanu, J.L. No.86, under P.S.- Matigara, in the District of Darjeeling.

**And**

- 2. ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 0.08 acres, 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 in R.S. Khatian No. 847, R.S. Plot No. 148, corresponding to its L.R. Khatian No. 1049, L.R. Plot No. 377 under Mouza - Gourcharan, J.L. No.81, under P.s.- Matigara, in the District of Darjeeling.

Total area measuring (1.807 acre + 0.08 acre) = 1.887 acres, for the remaining un-expired period of the Lease of 99 years commencing from the 23<sup>rd</sup> day of April, 2002 granted under the **Parent Lease** land more fully delineated in the MAP or PLAN annexed hereto and thereon bordered RED and butted and bounded as follows:

|              |   |                              |
|--------------|---|------------------------------|
| On the North | : | Land of Luxmi Township Ltd.; |
| On the South | : | Land of Luxmi Township Ltd.; |
| On the East  | : | Land Chandmoni Tea Estate;   |
| On the West  | : | 35 M wide Metal Road;        |

**2<sup>nd</sup> SCHEDULE :**

**Part - I**  
**(Said Flat)**

**All That** the Residential **Flat No. B** on the **9<sup>th</sup> Floor** of the building at **Block No. 1**, having a super built-up area of **2281** Square Feet, more or less, and having a built-up area of **1825** Square Feet, more or less, comprised in the building complex named “**LUMINA**” at the Said Premises described in the Part II of the **First Schedule** hereinabove and delineated on **Plan B** attached and bordered in colour **Green** thereon.

**Part - II**  
**(Parking Space)**

- i. **That** the right to park **1 (One)** medium sized car in the **Covered** parking space in the Ground level of the said Premises/ Basement of the building for exclusive purpose as mutually agreed between the parties. The parking space may lie and situate anywhere within the parking area and in case of more than one parking, the parking space for each car can lie side by side or back to back i.e. stack parking.
- ii. That the assignees shall not use parking space other than the parking purposes of private cars of the assignees.

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

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

The right to park in the Parking space, being the car and/or two-wheeler parking space/s described in **Part-II** of the **2<sup>nd</sup> Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable lease-hold share in the land comprised in the Said Premises described in the **1<sup>st</sup> Schedule** above, as is attributable to the Said Flat.

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

### **3<sup>rd</sup> SCHEDULE :**

#### **A. (Common Portions for the Building)**

1. **Areas:** (a) Open and/or covered paths and passages, (b) Lobbies, Waiting lounge and stair cases, (c) Stair head room, (d) Lift machine room and lift well, (e) Community hall, (f) Health club with gymnasium, (g) Children's play area, (h) Boundary walls and main gates and outer elevation of the building, (i) 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 equipments 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:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/corcrete) 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 by Assignor or any other agency setup by the Assignor 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, equipments, 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/purchasers of various plots in Uttorayan 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.
10. In case water supply is obtained through water supply network of the “Uttorayan” Township, the following will be applicable:
  - a) **Water Supply Network:** Pipe Lines lay underground to raise water from the Semi-underground reservoir to roof top tanks.
  - b) **Deep Tube wells:** Deep Tube wells laid underground together with pumps and their equipments.
  - c) **Pump House:** Pump House with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. sluice valve(s), gate valve(s) etc. and centrifugal pump(s)/submersible pumps, if any, and other equipments.
  - d) **Iron Removal & Softening Plant:** Iron removal & softening plant and machinery together with all equipments and fittings as may be provided therein.

**4<sup>th</sup> SCHEDULE**  
**(Specifications)**

1. **Structure** : R.C.C. framed structure
2. **Doors** : Quality wooden frames and flushes /panel shutters.
3. **Windows** : Aluminum windows
4. **Living/Dining** :
  - (a) Flooring: Tiles.
  - (b) Electricals: Concealed copper wiring with latest switches. Provision for AC, telephone, television and intercom.
5. **Bedrooms** :
  - (a) Flooring: Tiles.
  - (b) Electricals: Concealed copper wiring with latest switches. Provision for A. C. points in master bedroom.
6. **Kitchen** :
  - (a) Flooring: Ceramic tiles.
  - (b) Electricals: Concealed copper wiring with latest switches. Provision for adequate plug points for appliances.
  - (c) Counter: Granite slab with stainless steel sink.
  - (d) Wall tiles: Ceramic tiles upto suitable height.
7. **Toilets** :
  - (a) Flooring: Ceramic tiles.

(b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point.

(c) Wall Tiles: Wall dados in ceramic tiles upto suitable height.

(d) Sanitary ware: Quality chromium plated fittings, white porcelain ware.

8. **Lifts** : 2(two) lifts of suitable capacity of reputed Make in the building.

9. **Exterior** : Durable outer finish.

**5<sup>th</sup> SCHEDULE**  
**(Common Expenses)**

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.

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.

**6<sup>th</sup> SCHEDULE**

The Agreed Consideration i.e. Rs.58,40,000/- (Rupees Fifty Eight Lakh Fourty Thousand only) is to be paid by the Assignee to the Assignor in the following manner:

| Sl. No. | Payment Events                                   | Amount Payable |
|---------|--|----------------|
| 1       | On or Before execution of this Agreement         | 5%             |
| 2       | On completion of foundation work                 | 5%             |
| 3       | On completion of 1 <sup>st</sup> floor casting   | 5%             |
| 4       | On completion of 2 <sup>nd</sup> floor casting   | 5%             |
| 5       | On completion of 3 <sup>rd</sup> floor casting   | 5%             |
| 6       | On completion of 4 <sup>th</sup> floor casting   | 5%             |
| 7       | On completion of 5 <sup>th</sup> floor casting   | 5%             |
| 8       | On completion of 6 <sup>th</sup> floor casting   | 5%             |
| 9       | On completion of 7 <sup>th</sup> floor casting   | 5%             |
| 10      | On completion of 8 <sup>th</sup> floor casting   | 5%             |
| 11      | On completion of 9 <sup>th</sup> floor casting   | 5%             |
| 12      | On completion of 10 <sup>th</sup> floor casting  | 5%             |
| 13      | On completion of 11 <sup>th</sup> floor casting  | 5%             |
| 14      | On completion of 12 <sup>th</sup> floor casting  | 5%             |
| 15      | On completion of 13 <sup>th</sup> floor casting  | 5%             |
| 16      | On completion of Top roof casting                | 5%             |
| 17      | On completion of flooring of respective Flats    | 10%            |
| 18      | On possession or conveyance whichever is earlier | 10%            |

IN WITNESSETH WHEREOF both the parties have hereunto put their respective signatures after understanding the contents of these presents at Siliguri on this day, month and year above written in the presence of

**Witnesses:**

1.

\_\_\_\_\_  
Signatures of the First Party

2.

\_\_\_\_\_  
Signatures of the Second Party

Drafted, read over and explained to the parties by me and identified by me.

Advocate, Siliguri.

**Receipt and Memo of Consideration**

**Received** from the within named Assignee the within mentioned sum of **Rs.97,002/- (Rupees Ninety Seven Thousand Two only)** towards the Earnest /Booking amount for assignment of the Said Flat And Appurtenances described in the Second Schedule above, in the following manner:

| <b>Mode</b>   | <b>Date</b> | <b>Particulars</b> | <b>Amount (Rs.)</b>              |
|---------------|-------------|--------------------|----------------------------------|
| <b>Cheque</b> |             |                    |                                  |
|               |             | <b>Total:</b>      | -----<br><b>Rs.....</b><br>===== |

**(Rupees Ninety Seven Thousand Two only)**

\_\_\_\_\_  
**(Mega Builders)**  
**[ASSIGNOR]**

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

## **Allotment Letter**

**To**  
**Mr.....**

Dear Sir,

This is for your kind information that we have allotted the Flat No..... , Block No....., on ..... floor of "Lumina" situated at Group Housing, Plot-B, Uttorayon Township, Matigara, Dist. Darjeeling, West Bengal to Mr. ....

Thanking You,

## DEED OF ASSIGNMENT

1. **Date:** \_\_\_\_\_, June, 2018.
2. **Place:** Siliguri, West Bengal
3. **Parties:**
  - 3.1 **M/S MEGA BUILDERS (PAN :- AAVFM6332L)**, a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at “Swaika Centre”, Room No. 501, 5<sup>th</sup> Floor, 4A, Pollock Street, Kolkata – 700001, Post Office – Pollock Street (Sub Office), Police Station – Hare Street, represented through its partners,

**(a) SALPUTRI MARKETING PRIVATE LIMITED (PAN :- AAMCS8929D)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2, Ganpat Bagla Road, Malapara, Kolkata -700007, Post Office – Burrabazar, Police Station – Burrabazar,

**(b) SURAKSHA VYAPAAR PRIVATE LIMITED (PAN :- AALCS2834E)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 20, Canal South Road, Beliaghata, Kolkata -700105, Post Office - Baliaghata, Police Station – Chingrighata,

**(c) V. K. UDYOG LIMITED (PAN :- ABCV0316N)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5/2, Russel Street, 6<sup>th</sup> Floor, Poonam Building, Kolkata -700071, Post Office – Middleton Tow, Police Station – Shakespeare Sarani,

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

All the Companies being the Partner of M/s Mega Builders are represented by their Authorized Representative/Constituted Attorney **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, 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. 0403-2016, pages from 14837 to 14860, being Document no. 040301015 for the year 2016.

**And**

- 3.2 **a) DR. DEBASIS CHAKRABARTI (PAN:- AFVPC7784F)**, S/o Sri Rakhal Chakrabarti,  
**b) SMT MONIKANA MUKHERJEE (PAN:- AVJPM2861M)**, W/o Dr. Debasis Chakrabarti,  
 Both by nationality Indian, by faith Hindu, Doctor by Profession, residing at Flat No. 1, 3<sup>rd</sup> Floor, Block No.-3, Green View Complex, Upper Bhanunagar, Sevoke Road, Siliguri - 734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.  
 (“**Assignee**”, includes successors-in-interest).

Assignor and Assignee, 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 **1<sup>st</sup> 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 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling (**Said Premises**), more fully and particularly described in **Part – II** of the **1<sup>st</sup> 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 (Complex)**.

**5. Subject Matter of Assignment**

5.1 **Said Flat:** Residential **Flat No. C**, having a built-up area of **1554** square feet, more or less, corresponding to a super built-up area of **1942** square feet, more or less, on the **4<sup>th</sup> Floor** of the building/block No. **2** described in **Part - I** of the **2<sup>nd</sup> 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 **1(One)** medium sized car in each Covered (stilt) space on the Ground Floor/Basement of the building at the Complex, described in **Part - II** of the **2<sup>nd</sup> 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 **3<sup>rd</sup> 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 **2<sup>nd</sup> 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 “**Uttorayon 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 Uttorayon 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 a plot at Group Housing Plot 'B' (**Said Premises**) of the Uttorayon Township.
- 6.9 **Provisional Allotment to Assignor:** By a letter dated 05<sup>th</sup> November, 2012 (**Provisional Allotment Letter**) the said Luxmi Township Limited provisionally allotted to the Assignor herein the Said 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 Premises and made it ready for possession and has since delivered possession of the Said Premises to the Assignor herein on 16<sup>th</sup> November, 2012.

- 6.11 **Permission of District Land & Land Reforms Officer:** The required permission to transfer or assign the Said 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. 412/Special (Cell)/II dated 12<sup>th</sup> November, 2012.
- 6.12 **Assignment in favour of Assignor:** By an Indenture dated 16<sup>th</sup> November, 2012 made between the said Luxmi Township Limited, therein referred to as the assignor of the one part and M/S Mega Builders, 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. 48, pages from 2141 to 2177 being Deed No. 11220 for the year 2012, the said Luxmi Township Limited assigned its leasehold rights in respect of the said premises in favour of the Assignee therein i. e. M/S Mega Builders (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 **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. 772/MPS/P1, having its order No. 606/MPS dated 18/03/2013 in respect of the Said Premises (**Sanctioned Plan**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time).
- 6.15 **Commencement of Construction:** The Assignor commenced construction of the Buildings and decided to transfer Units comprised in the Buildings by way of assignment.

- 6.16 **Scheme:** The Assignor formulated a scheme for transfer of the Units and other spaces to prospective Assignee/s (**Intending Assignee/s**).
- 6.17 **Agreement with Assignee/s:** The Assignee/s, upon full satisfaction of the Assignor's title entered into an Agreement dated **14<sup>th</sup> Day of July 2013** (**Said Agreement**) with the Assignor for acquiring leasehold right in the Said Flat and Appurtenances, on the terms and conditions contained therein.
- 6.18 **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. **86/Special(Cell)/16** dated **26/04/2016**.
- 6.19 **Transfer to Assignee/s:** In furtherance of the above, the Assignor is 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.
- 6.20 **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:
- 6.20.1 **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.

6.20.2 **Satisfaction of Assignee/s:** The undertaking of the Assignee/s to the Assignor 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.

6.20.3 **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.

6.20.4 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> **Schedule** hereto, the said description is only indicative and is not intended to bind the Assignor in any manner. The Assignor 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 for such modification or alteration or improvisation.

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

## 7. Transfer/Assignment

7.1 **Hereby Made:** The Assignor 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 **2<sup>nd</sup> Schedule** below, being:

7.1.1 **Said Flat:** Residential **Flat No. C**, having a built-up area of **1554** square feet, more or less, corresponding to a super built-up area of **1942** square feet, more or less, on the **4<sup>th</sup> Floor** of the building/block No. **2** described in **Part - I** of the **2<sup>nd</sup> Schedule** hereto (**Said Flat**) at the Complex at the Said Premises described in **Part - II** of the **1<sup>st</sup> 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 **1 (One)** medium sized car in the Covered (stilt) space on the ground Floor/Basement of the building at the Complex described in **Part - II** of the **2<sup>nd</sup> 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 **3<sup>rd</sup> 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 in consideration of a sum of **Rs. 49,80,000/- (Rupees Forty Nine Lakh Eighty Thousand )** only paid by the Assignee/s to the Assignor, receipt of which the Assignor 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 21<sup>st</sup> November, 2003 followed by the Deed of Assignment, dated 16<sup>th</sup> 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 **3<sup>rd</sup> 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 **4<sup>th</sup> Schedule** below.

- 9.4.4 **Observance of Covenants of Parent Lease and Deed of Assignment, dated 16<sup>th</sup> 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 16<sup>th</sup> November, 2012.
- 9.4.5 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5<sup>th</sup> 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 **6<sup>th</sup> Schedule** below.
- 9.4.7 **Pendency of Title Suit:** the pendency of Title (Declaration) Suit No. 53 of 2013 (Uttorayan Residency Flat Owners' Association & Anr. Vs. Luxmi Township Limited & Others) for adjudication in the Court of the Civil Judge (Senior Division) at Siliguri concerning an area of 10.59 Acres of Land (including the Said Premises) forming part of the Mother Premises.
- 9.4.8 **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 31.03.2018, 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 31.03.2018, 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 31.03.2018 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 31.03.2018 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.

## **1<sup>st</sup> 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                 |
|                | <b>Total: 96.38</b>  |

**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)     | 5.22                 |
| 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)     | 10.29                |
| 478            | 0.26                 |
| 498 (Part)     | 4.99                 |
| 500 (Part)     | 40.27                |
| 489            | 33.17                |
| 487            | 5.38                 |
| 493            | 5.80                 |
| 496            | 0.28                 |
| 495            | 5.38                 |
| 488            | 0.60                 |
| 497            | 0.60                 |
| 492            | 0.16                 |
| 494            | 0.18                 |
| 501            | 0.38                 |
| 499            | 0.66                 |
| 474            | 0.30                 |
| 457 (Part)     | 5.70                 |
| 461 (Part)     | 13.68                |
| 465            | 0.20                 |
| 464            | 2.27                 |
|                | <b>Total: 192.72</b> |



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

| <b><u>Dag No.</u></b> | <b><u>Area in Acres</u></b> |
|-----------------------|-----------------------------|
| 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                        |
|                       | <b>Total: 104.15</b>        |

**Part – II**  
**(Said Premises)**

**All That** piece and parcel of land containing an aggregate area of 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling. The details of Dag Nos., its respective area, etc. in each of the Mouza is fully detailed below:

1. **ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 1.807 acres, 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, R.S. Plot No. 297/459 Corresponding to its L.R. Khatina No.307, L.R. Plot No. 817 under Mouza- Ujanu, J.L. No.86, under P.S.- Matigara, in the District of Darjeeling
2. **ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 0.08 acres, 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 in R.S. Khatian No. 847, R.S. Plot No. 148, corresponding to its L.R. Khatian No. 1049, L.R. Plot No. 377 under Mouza Gourcharan, J.L. No.81, under P.s.- Matigara, in the District of Darjeeling.

Total area measuring (1.807 acre + 0.08 acre) = 1.887 acres, for the remaining un-expired period of the Lease of 99 years commencing from the 23<sup>rd</sup> day of April, 2002 granted under the **Parent Lease** and the land is butted and bounded as follows:

|              |   |                              |
|--------------|---|------------------------------|
| On the North | : | Land of Luxmi Township Ltd.; |
| On the South | : | Land of Luxmi Township Ltd.; |
| On the East  | : | Land Chandmoni Tea Estate;   |
| On the West  | : | 35 M wide Metal Road;        |

## 2<sup>nd</sup> Schedule

### Part - I

#### (Said Flat)

**All That** the Residential Flat No. **C** on the **4<sup>th</sup> Floor**, having a built-up area of **1554** square feet, more or less, corresponding to a super built-up area of **1942** square feet, more or less, comprised in the building/block No. **2** at the Said Complex named "**LUMINA**" 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 **1 (One)** medium sized car in the Covered (stilt) space (to be allotted and identified by the Vendor) in the Parking on the ground Floor/Basement of the building at the Complex "**LUMINA**".

### Part - III

#### (Said Flat and Appurtenances) [Subject matter of Assignment]

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

The right to park in the Parking space, being the car parking space/s described in **Part - II** of the **2<sup>nd</sup> 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 **1<sup>st</sup> 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 **3<sup>rd</sup> Schedule** below, as attributable to the Said Flat.

### **3<sup>rd</sup> 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.

**4<sup>th</sup> Schedule**  
**(Common Expenses/ Maintenance Charges)**

|    |                         |   |  |
|----|-------------------------|---|--|
| 1. | <b>Association</b>      | : | Establishment and all other operational expenses of the Association.   |
| 2. | <b>Common Utilities</b> | : | All charges and deposits for supplies of common utilities.   |
| 3. | <b>Electricity</b>      | : | All charges for the electricity consumed for the operation of the common machinery and equipment.  |
| 4. | <b>Fire fighting</b>    | : | Costs of operating the fire-fighting equipments and personnel, if any.   |
| 5. | <b>Maintenance</b>      | : | 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 Uttorayan Township.                 |
| 6. | <b>Operational</b>      | : | 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. | <b>Rates and taxes</b>  | : | Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.  |
| 8. | <b>Reserves</b>         | : | Creation of fund for replacement, renovation and other period expenses.  |
| 9. | <b>Staff</b>            | : | 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.                                |

**5<sup>th</sup> 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;

**6<sup>th</sup> 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, chummery, 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"** 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 neighbouring 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 neighbouring 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.

**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 therefor.

- (o) **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.
- (p) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (q) **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 therefor **provided that** this shall not prevent the Assignee/s from displaying the standardized name plate outside the main door of the Said Flat.
- (r) **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.
- (s) **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.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

**16. Execution and Delivery**

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

\_\_\_\_\_  
**(M/S MEGA BUILDERS)**  
**[ASSIGNOR]**

\_\_\_\_\_  
**(DR. DEBASIS CHAKRABARTI)**

\_\_\_\_\_  
**(SMT MONIKANA MUKHARJEE)**  
**[ASSIGNEE /S]**

**Witnesses:**

|                     |                     |
|---------------------|---------------------|
| Signature _____     | Signature _____     |
| Name _____          | Name _____          |
| Father's Name _____ | Father's Name _____ |
| Address _____       | Address _____       |
| _____               | _____               |

Drafted by me and printed at my office.

(NISHA GUPTA)  
ADVOCATE / SILIGURI  
Reg. No. F/1664/1752 Of 2013

**RECEIPT AND MEMORANDUM OF CONSIDERATION**

**Received** from the within named Assignees the within mentioned sum of **Rs. 49,80,000/- (Rupees Forty Nine Lakh Eighty Thousand)** 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.)              |
|------|------|---------------|---------------------------|
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      | <b>Total:</b> | =====<br>_____/-<br>===== |

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**[Assignor]**

## **Allotment Letter**

**To**  
**Mr.....**

Dear Sir,

This is for your kind information that we have allotted the Flat No..... , Block No....., on ..... floor of "Lumina" situated at Group Housing, Plot-B, Uttorayon Township, Matigara, Dist. Darjeeling, West Bengal to Mr. ....

Thanking You,

## DEED OF ASSIGNMENT

1. **Date:** \_\_\_\_\_, June, 2018.
2. **Place:** Siliguri, West Bengal
3. **Parties:**
  - 3.1 **M/S MEGA BUILDERS (PAN :- AAVFM6332L)**, a partnership firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at “Swaika Centre”, Room No. 501, 5<sup>th</sup> Floor, 4A, Pollock Street, Kolkata – 700001, Post Office – Pollock Street (Sub Office), Police Station – Hare Street, represented through its partners,

**(a) SALPUTRI MARKETING PRIVATE LIMITED (PAN :- AAMCS8929D)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2, Ganpat Bagla Road, Malapara, Kolkata -700007, Post Office – Burrabazar, Police Station – Burrabazar,

**(b) SURAKSHA VYAPAAR PRIVATE LIMITED (PAN :- AALCS2834E)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 20, Canal South Road, Beliaghata, Kolkata -700105, Post Office - Baliaghata, Police Station – Chingrighata,

**(c) V. K. UDYOG LIMITED (PAN :- ABCV0316N)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 5/2, Russel Street, 6<sup>th</sup> Floor, Poonam Building, Kolkata -700071, Post Office – Middleton Tow, Police Station – Shakespeare Sarani,

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

All the Companies being the Partner of M/s Mega Builders are represented by their Authorized Representative/Constituted Attorney **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, 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. 0403-2016, pages from 14837 to 14860, being Document no. 040301015 for the year 2016.

**And**

- 3.2 **a) DR. DEBASIS CHAKRABARTI (PAN:- AFVPC7784F)**, S/o Sri Rakhal Chakrabarti,  
**b) SMT MONIKANA MUKHERJEE (PAN:- AVJPM2861M)**, W/o Dr. Debasis Chakrabarti,  
 Both by nationality Indian, by faith Hindu, Doctor by Profession, residing at Flat No. 1, 3<sup>rd</sup> Floor, Block No.-3, Green View Complex, Upper Bhanunagar, Sevoke Road, Siliguri - 734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.  
 (“**Assignee**”, includes successors-in-interest).

Assignor and Assignee, 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 **1<sup>st</sup> 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 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling (**Said Premises**), more fully and particularly described in **Part – II** of the **1<sup>st</sup> 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 (Complex)**.

**5. Subject Matter of Assignment**

5.1 **Said Flat:** Residential **Flat No. C**, having a built-up area of **1554** square feet, more or less, corresponding to a super built-up area of **1942** square feet, more or less, on the **4<sup>th</sup> Floor** of the building/block No. **2** described in **Part - I** of the **2<sup>nd</sup> 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 **1(One)** medium sized car in each Covered (stilt) space on the Ground Floor/Basement of the building at the Complex, described in **Part - II** of the **2<sup>nd</sup> 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 **3<sup>rd</sup> 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 **2<sup>nd</sup> 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 “**Uttorayon 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 Uttorayon 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 a plot at Group Housing Plot 'B' (**Said Premises**) of the Uttorayon Township.
- 6.9 **Provisional Allotment to Assignor:** By a letter dated 05<sup>th</sup> November, 2012 (**Provisional Allotment Letter**) the said Luxmi Township Limited provisionally allotted to the Assignor herein the Said 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 Premises and made it ready for possession and has since delivered possession of the Said Premises to the Assignor herein on 16<sup>th</sup> November, 2012.

- 6.11 **Permission of District Land & Land Reforms Officer:** The required permission to transfer or assign the Said 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. 412/Special (Cell)/II dated 12<sup>th</sup> November, 2012.
- 6.12 **Assignment in favour of Assignor:** By an Indenture dated 16<sup>th</sup> November, 2012 made between the said Luxmi Township Limited, therein referred to as the assignor of the one part and M/S Mega Builders, 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. 48, pages from 2141 to 2177 being Deed No. 11220 for the year 2012, the said Luxmi Township Limited assigned its leasehold rights in respect of the said premises in favour of the Assignee therein i. e. M/S Mega Builders (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 **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. 772/MPS/P1, having its order No. 606/MPS dated 18/03/2013 in respect of the Said Premises (**Sanctioned Plan**, which includes all sanctioned/permissible modifications made thereto, if any, from time to time).
- 6.15 **Commencement of Construction:** The Assignor commenced construction of the Buildings and decided to transfer Units comprised in the Buildings by way of assignment.

- 6.16 **Scheme:** The Assignor formulated a scheme for transfer of the Units and other spaces to prospective Assignee/s (**Intending Assignee/s**).
- 6.17 **Agreement with Assignee/s:** The Assignee/s, upon full satisfaction of the Assignor's title entered into an Agreement dated **14<sup>th</sup> Day of July 2013** (**Said Agreement**) with the Assignor for acquiring leasehold right in the Said Flat and Appurtenances, on the terms and conditions contained therein.
- 6.18 **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. **86/Special(Cell)/16** dated **26/04/2016**.
- 6.19 **Transfer to Assignee/s:** In furtherance of the above, the Assignor is 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.
- 6.20 **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:
- 6.20.1 **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.

6.20.2 **Satisfaction of Assignee/s:** The undertaking of the Assignee/s to the Assignor 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.

6.20.3 **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.

6.20.4 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the 3<sup>rd</sup> **Schedule** hereto, the said description is only indicative and is not intended to bind the Assignor in any manner. The Assignor 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 for such modification or alteration or improvisation.

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

## 7. Transfer/Assignment

7.1 **Hereby Made:** The Assignor 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 **2<sup>nd</sup> Schedule** below, being:

7.1.1 **Said Flat:** Residential **Flat No. C**, having a built-up area of **1554** square feet, more or less, corresponding to a super built-up area of **1942** square feet, more or less, on the **4<sup>th</sup> Floor** of the building/block No. **2** described in **Part - I** of the **2<sup>nd</sup> Schedule** hereto (**Said Flat**) at the Complex at the Said Premises described in **Part - II** of the **1<sup>st</sup> 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 **1 (One)** medium sized car in the Covered (stilt) space on the ground Floor/Basement of the building at the Complex described in **Part - II** of the **2<sup>nd</sup> 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 **3<sup>rd</sup> 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 in consideration of a sum of **Rs. 49,80,000/- (Rupees Forty Nine Lakh Eighty Thousand ) only** paid by the Assignee/s to the Assignor, receipt of which the Assignor 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 21<sup>st</sup> November, 2003 followed by the Deed of Assignment, dated 16<sup>th</sup> 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 **3<sup>rd</sup> 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 **4<sup>th</sup> Schedule** below.

- 9.4.4 **Observance of Covenants of Parent Lease and Deed of Assignment, dated 16<sup>th</sup> 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 16<sup>th</sup> November, 2012.
- 9.4.5 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5<sup>th</sup> 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 **6<sup>th</sup> Schedule** below.
- 9.4.7 **Pendency of Title Suit:** the pendency of Title (Declaration) Suit No. 53 of 2013 (Uttorayan Residency Flat Owners' Association & Anr. Vs. Luxmi Township Limited & Others) for adjudication in the Court of the Civil Judge (Senior Division) at Siliguri concerning an area of 10.59 Acres of Land (including the Said Premises) forming part of the Mother Premises.
- 9.4.8 **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 31.03.2018, 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 31.03.2018, 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 31.03.2018 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 31.03.2018 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.

## **1<sup>st</sup> 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                 |
|                | <b>Total: 96.38</b>  |



**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)     | 5.22                 |
| 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)     | 10.29                |
| 478            | 0.26                 |
| 498 (Part)     | 4.99                 |
| 500 (Part)     | 40.27                |
| 489            | 33.17                |
| 487            | 5.38                 |
| 493            | 5.80                 |
| 496            | 0.28                 |
| 495            | 5.38                 |
| 488            | 0.60                 |
| 497            | 0.60                 |
| 492            | 0.16                 |
| 494            | 0.18                 |
| 501            | 0.38                 |
| 499            | 0.66                 |
| 474            | 0.30                 |
| 457 (Part)     | 5.70                 |
| 461 (Part)     | 13.68                |
| 465            | 0.20                 |
| 464            | 2.27                 |
|                | <b>Total: 192.72</b> |

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

| <b><u>Dag No.</u></b> | <b><u>Area in Acres</u></b> |
|-----------------------|-----------------------------|
| 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                        |
|                       | <b>Total: 104.15</b>        |

**Part – II**  
**(Said Premises)**

**All That** piece and parcel of land containing an aggregate area of 1.887 (one point eight eight seven) Acres, be the same a little more or less, comprised in R. S. Khatian No. 847, corresponding to L. R. Khatian No. 1049, appertaining to R. S. Dag No. 148, corresponding to L. R. Dag No. 377, J. L. No. 81 situate within Mouza – Gourcharan, Police Station- Matigara and R. S. Khatian No. 260, corresponding to L. R. Khatian No. 307, appertaining to R. S. Dag No. 297/459, corresponding to L. R. Dag No. 817, J. L. No. 86, situate within Mouza – Ujanu, Police Station- Matigara in Siliguri, District – Darjeeling. The details of Dag Nos., its respective area, etc. in each of the Mouza is fully detailed below:

1. **ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 1.807 acres, 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, R.S. Plot No. 297/459 Corresponding to its L.R. Khatina No.307, L.R. Plot No. 817 under Mouza- Ujanu, J.L. No.86, under P.S.- Matigara, in the District of Darjeeling
2. **ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 0.08 acres, 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 in R.S. Khatian No. 847, R.S. Plot No. 148, corresponding to its L.R. Khatian No. 1049, L.R. Plot No. 377 under Mouza Gourcharan, J.L. No.81, under P.s.- Matigara, in the District of Darjeeling.

Total area measuring (1.807 acre + 0.08 acre) = 1.887 acres, for the remaining un-expired period of the Lease of 99 years commencing from the 23<sup>rd</sup> day of April, 2002 granted under the **Parent Lease** and the land is butted and bounded as follows:

|              |   |                              |
|--------------|---|------------------------------|
| On the North | : | Land of Luxmi Township Ltd.; |
| On the South | : | Land of Luxmi Township Ltd.; |
| On the East  | : | Land Chandmoni Tea Estate;   |
| On the West  | : | 35 M wide Metal Road;        |

## 2<sup>nd</sup> Schedule

### Part - I

#### (Said Flat)

**All That** the Residential Flat No. C on the 4<sup>th</sup> Floor, having a built-up area of 1554 square feet, more or less, corresponding to a super built-up area of 1942 square feet, more or less, comprised in the building/block No. 2 at the Said Complex named "**LUMINA**" 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 **1 (One)** medium sized car in the Covered (stilt) space (to be allotted and identified by the Vendor) in the Parking on the ground Floor/Basement of the building at the Complex "**LUMINA**".

### Part - III

#### (Said Flat and Appurtenances) [Subject matter of Assignment]

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

The right to park in the Parking space, being the car parking space/s described in **Part - II** of the **2<sup>nd</sup> 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 **1<sup>st</sup> 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 **3<sup>rd</sup> Schedule** below, as attributable to the Said Flat.

### **3<sup>rd</sup> 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.

**4<sup>th</sup> Schedule**  
**(Common Expenses/ Maintenance Charges)**

|    |                         |   |  |
|----|-------------------------|---|--|
| 1. | <b>Association</b>      | : | Establishment and all other operational expenses of the Association.   |
| 2. | <b>Common Utilities</b> | : | All charges and deposits for supplies of common utilities.   |
| 3. | <b>Electricity</b>      | : | All charges for the electricity consumed for the operation of the common machinery and equipment.  |
| 4. | <b>Fire fighting</b>    | : | Costs of operating the fire-fighting equipments and personnel, if any.   |
| 5. | <b>Maintenance</b>      | : | 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 Uttorayan Township.                 |
| 6. | <b>Operational</b>      | : | 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. | <b>Rates and taxes</b>  | : | Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.  |
| 8. | <b>Reserves</b>         | : | Creation of fund for replacement, renovation and other period expenses.  |
| 9. | <b>Staff</b>            | : | 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.                                |

**5<sup>th</sup> 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;



**6<sup>th</sup> 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, chummery, 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"** 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 neighbouring 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 neighbouring 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.

**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 therefor.

- (o) **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.
- (p) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (q) **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 therefor **provided that** this shall not prevent the Assignee/s from displaying the standardized name plate outside the main door of the Said Flat.
- (r) **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.
- (s) **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.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

**16. Execution and Delivery**

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

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**(M/S MEGA BUILDERS)**  
**[ASSIGNOR]**

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**(DR. DEBASIS CHAKRABARTI)**

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**(SMT MONIKANA MUKHARJEE)**  
**[ASSIGNEE /S]**

**Witnesses:**

|                     |                     |
|---------------------|---------------------|
| Signature _____     | Signature _____     |
| Name _____          | Name _____          |
| Father's Name _____ | Father's Name _____ |
| Address _____       | Address _____       |
| _____               | _____               |

Drafted by me and printed at my office.

(NISHA GUPTA)  
ADVOCATE / SILIGURI  
Reg. No. F/1664/1752 Of 2013

**RECEIPT AND MEMORANDUM OF CONSIDERATION**

**Received** from the within named Assignees the within mentioned sum of **Rs. 49,80,000/- (Rupees Forty Nine Lakh Eighty Thousand)** 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.)              |
|------|------|---------------|---------------------------|
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      |               |                           |
|      |      | <b>Total:</b> | =====<br>_____/-<br>===== |

\_\_\_\_\_  
[Assignor]