

07/17

I-0260/17



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

07AB 931756

1/25490/17
31/01/17
5 p.m

Exemption allowed
as per G.O. no. SA7-F.T./02E-12/17

Exemption order required
Stamp dated Howrah the 20th March, 2017

DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT OF LEASE made this 31/17 day of January
Two Thousand Seventeen

BETWEEN

M/S BENGAL MERLIN HOUSING LTD. (BMHL) (PAN: AACCB8910H), a company registered under the Companies Act, 1956, having its registered office at 79, Shambhupandit Street, P.O. Elgin Road, P.S. Bhawanipore, Kolkata - 700 020, represented by one of its Directors, Mr. Dilip Kumar Choudhary (PAN: ACNPC6581F), son of Late C. L. Choudhary, by occupation Business, by faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P. O. Tollygunge, P. S. Charu Market, Kolkata - 700 033, hereinafter called the 'ASSIGNOR' (which term unless excluded by or repugnant to the context be deemed to include its successors and assigns), of the FIRST PART.

v.c.no
D/2/17

Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

AND

Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

12 9 MAR 2017

27 DEC 2016

7578

Serial.....Date.....
Name - S.C. Mazunder (Adv)
Address - Alipore Police Court Kol-27
Rs.....
Sign.....
A. K. FURKAYASTHA (STAMP VENDOR)
Alipore Police Court Kol-27

J.P. Chandrahas



V.V.T.1
32

BENGAL MERLIN HOUSING LTD.

J.P. Chandrahas

Director
(DILIP KUMAR CHAUDHARY)



V.V.T.1
33

A.K. Maji
KGO
Land Acquisition Cell
WEST BENGAL HOUSING BOARD



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

31 JAN 2017

Malay Sen Gupta
10 Lt S. K. SEN GUPTA
Alipore Police Court
Kol-Kata - 70027.
Business.

WEST BENGAL HOUSING BOARD (WBHB) (PAN:AAAJW0019K), a Statutory Body constituted under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972), having its office at 105, Surendra Nath Banerjee Road, P.O. Taltala, P. S. Taltala, Kolkata-700014, represented by its K.G.O. Mr. Ajoy Kumar Maji (PAN: AENPM6575P), son of Late N. C. Maji of Vill. Kachua, P. O. Karicha, P.S. Polba, Dist. Hooghly, of the **SECOND PART**.

WHEREAS:

A.. By an Indenture of Lease dated 18th November, 2015, duly registered at the office of the Additional District Sub-Registrar, Bidhannagar, North 24-Parganas, recorded in Book No.I, Volume No.1504-2015, Pages from 33143 to 33164, Being No.150402225 for the year 2015, the Governor of the State of West Bengal has granted lease for a period of ninety nine (99) years from 10th day of August, 2015, unto and in favour of the Assignor herein, in respect of all that piece or parcel of land more particularly described in the **Schedule** hereunder written, hereinafter referred to as the '**Said Plot of Land**', on terms and conditions more fully recorded therein, to occupy the '**Said Plot of Land**' for the purpose of construction/ development of a housing project. A copy of the said Registered Indenture of Lease annexed hereto and marked **Annexure-'A'**.

B.. The Assignor Company herein is co-promoted by WBHB and has entered into a Development Agreement dated 01.03.2011 with the said WBHB for development of housing project at original land holdings in the said Mouza – Mahisbathan, adjacent to the '**Said Plot of Land**', and for the purpose of convenience acquired the '**Said Plot of Land**'.

C.. For the purpose of integrated development i.e. both the original land holding and the said plot of land, the Assignor herein decided to assign the lease acquired by it in respect of the '**Said Plot of Land**' unto and in favour of the Assignee herein. As a pre-condition of the said deed of lease dated 18.11.2015, the lessee being the Assignor herein required to obtain permission from the District Land & Land Reforms Officer, who shall obtain prior approval from the State Government in grant such permission and accordingly the Assignor has approached the Land & Land Reforms Department, Government of West Bengal, for grant of necessary permission in this regard.

D.. The Deputy Secretary to the Govt. of West Bengal, Land & Land Reforms Department, by a memo being No. 3295-GE(M)/1L-188/10 dated 02.11.2016 has granted necessary permission for assignment of '**Said Plot of Land**' unto and in favour of the Assignee herein. A copy of the said memo annexed hereto and marked **Annexure-'B'**



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E., In pursuance of aforesaid, the parties herein are executing this Deed of Assignment of Lease on terms and conditions appearing hereunder.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid and in consideration of covenants, stipulations, terms and conditions of the said Indenture of Lease dated 18.11.2015 to be observed and performed by the Assignee, the Assignor doth hereby grant and demise unto the Assignee ALL THAT the '**Said Plot Land**' more fully and particularly mentioned and described in the SCHEDULE hereunder written with effect from this day for the residuary period of 99 (ninety nine) years w.e.f. 10.08.2015 and subsequent renewal.

THE ASSIGNOR DOTH HEREBY COVENANT WITH THE ASSIGNEE as follows:

- i) The Assignor is seized and possessed of and otherwise well and sufficiently entitled to as a beneficial owner of the '**Said Plot of Land**' under the said Indenture of Lease dated 18.11.2015 which is valid and effectual and that the Assignor has full power and absolute authority to grant the Assignment of the '**Said Plot of Land**'.
- ii) The Assignee subject to performing and observing the stipulations, restrictions, covenants, terms and conditions on its part herein contained, shall and may peaceably and quietly hold, possess and enjoy the '**Said Plot of Land**' and every part thereof during the term hereby created without any lawful interruption disturbance by the Assignor.
- iii) The Assignor shall pay annual rent of Rs.13,818/- (Rupees Thirteen Thousand Eight Hundred Eighteen only) of the leasehold plot of land in the District Land and Land Reforms Officer of The Collector, North 24 Parganas in the head "0029-Land Revenue-00-101 Land Revenue Tax-002 collection from Estate Leased to Farmers-30-Lease Rent" within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the Assignor in payment of lease rent and other charges, payable under the Indenture of Lease Deed dtd. 18th November, 2015, the Assignor shall be liable to pay without prejudice to the other rights of the Lessor, i.e. the Governor of the State of West Bengal, interest @ 6.14% per annum on the amount of the rent in arrear till the day of payment. The Assignee herein is not responsible to pay the above mentioned Lease Rent in any way.
- iv) The Assignor shall be liable to pay such rent from time to time that may at anytime hereafter be assessed, charged or imposed on the demised land in accordance with the direction of the State Government.



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- v) The Assignor shall pay and discharge all existing and future rates, taxes and assessment duties, imposition, outgoings and burden whatever assessed, charged or imposed upon the demised premises or upon the Assignor or Occupier thereof.

THE ASSIGNEE HEREBY COVENANT WITH THE ASSIGNOR as follows:-

The Assignee shall observe and perform all covenants, stipulations, terms and conditions of the said Indenture of Lease dated 18.11.2015.

**THE SCHEDULE ABOVE REFERRED TO:
(Said Plot of Land)**

ALL THAT the piece and parcel of land measuring 0.04 acre, being Plot No. 524, Mouza Mahisbathan, J. L. No. - 18, P. S. Bidhannagar East, Sub Registry office ADSR Bidhannagar, Dist. North 24 Parganas duly butted and bounded:

ON THE NORTH : By Dag No. 528;

ON THE SOUTH : By Road;

ON THE EAST : Partly by Dag No. 526 and partly by Dag No. 525;

ON THE WEST : Partly by Dag No. 518 and partly by Dag No. 523.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

EXECUTED AND DELIVERED by the abovenamed ASSIGNOR at Kolkata in the presence of:

① Malay Sin Gupta.
As per Police Certificate.

② Debashis Sinha

SIGNED SEALED AND DELIVERED by the abovenamed ASSIGNEE at Kolkata in the presence of:

① Malay Sin Gupta.

② Debashis Sinha

50-13, Kallash Bose Street, 4
Kolkata - 700006

BENGAL MERLIN HOUSING LTD.

Jitendra Chandra

Director

A.K. Maji

A.K. Maji

KGO

Land Acquisition Cell
WEST BENGAL HOUSING BOARD



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Bidhannagar, (Salt Lake City)

31 JAN 2017

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2017, Page from 9589 to 9625

being No 150400260 for the year 2017.



Digitally signed by GAUTAM SINHA RAY
Date: 2017.03.29 15:36:42 +05:30
Reason: Digital Signing of Deed.

**(Goutam Sinha Roy) 29-03-2017 15:36:41
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.**

(This document is digitally signed.)