



पश्चिम बंगाल WEST BENGAL

03AA 176972

AGREEMENT OF ASSIGNMENT-CUM-TRANSFER

Date : 31. 8. 2007

Place : Kolkata

Parties:

**M/S. TOZAI ENTERPRISES PVT. LTD.** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 144-A, Mittal Tower, Nirman Point, 400021 (Assignor/Transferor, includes successors- interest and/or assigns).

AND

**M/S. AIMIL LTD.** A company incorporated under the provision of the Companies Act, 1956 and having its Corporate Office at NAIMEX HOUSE, A-8, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi-110044 (Assignee/Transferee, includes successors-in-interest and/or assigns).



*[Handwritten signatures]*



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

4. **Subject Matter of Assignment-cum-Transfer;**

4.1 **Assignment of:**

4.1.1 **Land Share:** Undivided, proportionate, indivisible und impartible share and/or interest (Land Share) in the land more fully described in the 1<sup>st</sup> Schedule hereto and demarcated in colour Red on Plan A attached hereto (Demised Land), as be attributable to the Said Space, defined in 4.2.1 below.

4.2 **Transfer of:**

4.2.1 **Said Space:** Unit No. 6C, 6D, on the 6<sup>th</sup> floor, (being unit no. 3 & 4 as mentioned in the floor plan being super built-up area of 2240 sq.ft. & 1744 sq.ft. respectively) having super built up area of 3984 sq. ft. (Three thousand nine hundred eighty four) square feet, more or less, in the building (Building) constructed on the Demised Land, described in of the 2<sup>nd</sup> Schedule hereto and demarcated in colour Green on Plan B attached hereto together with 2 (two) car parking spaces being space No.30 & 31 in the ground floor/basement/open area of the Building for parking of medium sized motor cars (Said Space).

4.2.2 **Share in the Common Portions:** Undivided, proportionate, Indivisible and impartible share and/or interest, as be attributable to the Said Space, in the common areas, amenities and facilities of the Building, described in the 3<sup>rd</sup> Schedule hereto (Share in the Common Portions).

Said Space, Land Share and Share in the Common Portions collectively **Said Space And Appurtenances.**

5. **Background:**

5.1 **Approached by M/s Shrachi Securities Limited**, a company incorporated under the provisions of the Companies Act and having its registered office at 'Todi Mansions', P-15, India Exchange Place Extension, Kolkata-700072, hereinafter referred to as the Shrachi, for the purpose of construction of an office building complex, having several commercial spaces and to transfer to the intending Assignee/Transferees (Intending Transferees) such commercial spaces together with undivided impartible proportionate share in the land attributable to such commercial spaces and together with undivided impartible proportionate share in the Common Portions of the Building attributable to such commercial spaces, the Assignor/Transferor applied to **Kolkata Metropolitan Development Authority (KMDA)** for lease of a piece of land within the area of the East Calcutta Area/B.P Area Development Project of **KMDA**.



- 5.2 **Lease of Demised Land:** By a Deed of Lease dated 19<sup>th</sup> September, 2003, registered in the Office of the Additional Registrar of Assurances, Kolkata in Book No. 1, Volume No. \_ \_\_, at Pages, 1 to 26, Being No. 11177 for the year 2003, said **KMDA**, the Lessor therein, granted lease of the Demised Land described in the 1<sup>st</sup> Schedule hereto to the said Shrachi, the Lessee therein, for a period of 99 years on the terms, conditions, covenants, rent and premium reserved therein and delivered possession of the Demised Land to the said Shrachi.
- 5.3 **Sanction of Plans:** Pursuant to the Lease Deed as aforesaid, the said Shrachi, prepared and submitted a building plan and duly sanctioned or approved by the Kolkata Municipal Corporation being Building Plan No.
- 5.4 **Formulation of Scheme:** The said Shrachi formulated a scheme of transfer and offered to transfer commercial spaces comprised in the Building to the Intending Transferees, pursuant to which the Assignor/Transferor herein has made an application to the said Shrachi for acquiring space No. 6A, 6B, 6C and 6D measuring 8193 Sq. Ft. more or less on the 6<sup>th</sup> Floor and 4 car parking spaces in the Ground Floor of the building named Shrachi Tower.
- 5.5 **Agreement to Assign-cum-Transfer:** Pursuant to the aforesaid scheme and the application of the Assignor/Transferor, the said Shrachi, the Assignor/Transferor therein agreed to assign/transfer the Said Space And Appurtenances in favour of the **M/S. TOZAI ENTERPRISES PVT. LTD.**, Assignee/Transferee therein and Assignor/Transferor herein and entered in to an Agreement of Assignment cum Transfer on 5<sup>th</sup> December 2006 on the terms and conditions mentioned therein.
- 5.6 **Possession of Spaces:** The said Shrachi constructed and completed the said Spaces in accordance with the sanctioned plan and hand over the physical possession of the Spaces being Unit No. 6A, 6B, 6C and 6D, on the 6<sup>th</sup> Floor along with 4 car parking spaces in the ground floor of the Building named Shrachi Tower.
- 5.7 **Registration:** the Assignor/Transferor herein approached the said Shrachi to execute and register the same by way of Deed of Conveyance/conveyances in favour of the Assignor/Transferor herein, of the Said Space And Appurtenances but the such conveyance/conveyances not yet been granted.
6. **Basic Understanding:**
- 6.1 **Discussions and Negotiations:** Discussions and negotiations have taken place between the Assignor/Transferor and the Assignee/Transferee for taking transfer of Space No. 6C and 6D measuring 2240 Sq.ft and 1744 sq. ft. respectively on the 6<sup>th</sup> floor and two car parking space No.30 and 31 on the ground floor in the said Building



or complex named and known as Shrachai Tower. And Appurtenances and commercial terms and conditions in this regard have been finalized.

6.2 **Agreement to Assign-cum-Transfer:** Pursuant to such discussions and negotiations, the Assignor/Transferor has agreed to assign-cum-transfer to the Assignee/Transferee and the Assignee/Transferee has agreed to take assign-cum-transfer from the Assignor/Transferor of the Said Space And Appurtenances. Conclusive and comprehensive terms and conditions superseding all previous documents and understandings have been agreed upon which are now being recorded by this Agreement.

7. **Conditions Precedent:**

7.1 **Satisfaction of Assignee/Transferee:** The Assignee/ Transferee is acquainted with, fully aware of and is thoroughly satisfied about Plans, all the background papers recited in Clause 5 above and the rights of the Assignor/Transferor to enter into this Agreement and shall not raise any objection with regard thereto.

7.2 **Measurement:** The super built up area of the Said Space is 2240 Sq. Ft for the Space No. 6C and 1744 sq. Ft. for the Space No. 6D.

8. **Consideration:**

8.1 **Amount:** The Assignee/Transferee shall pay a sum of Rs. 1,29,00,000/- (Rupees One crore twenty nine <sup>lacs</sup> ~~thousand~~ only) towards assignment/ transfer of Said Space And Appurtenances as has been mutually agreed upon and settled (Price), which the Parties confirm and / accept.

8.2 **Extras:** In addition to the Price mentioned above, the Assignee/Transferee shall also pay to the Assignor/Transferor the following:

8.3.1 **Proportionately:** Before the Date Of Possession, costs, expenses, deposits and charges for:

8.3.1.1 Electricity: obtaining and providing electricity supply and meter to the Said Space, including, those on account of and/or for transformer and electrical sub-station, if any, HT/LT line supply, supply cables upto the main point of supply by CESC within the Demised Land), switch gears, electric meters/sub-meters, stand-by generators inter alia as mentioned in Part II of the 5<sup>th</sup> Schedule below;

8.3.1.2 **Facilities on a Later Date:** Any extra facilities which the Assignor/Transferor may provide to provide and have not been presently taken into



8.3.2 **Wholly:** Costs towards

8.3.2.1 Legal Fees, Stamp Duty and Registration Costs:

9. **Payment:**

9.1 **Mode:** The Assignee/Transferee shall pay to the Assignor/Transferor, the Price mentioned in Clause 8.1 above for the Said Space And Appurtenances, in of the following manner:

9.1.1 **Payment:** at the time on or before this Agreement of Assignment hereof a sum of Rs. 25,00,000.00 (Rupees twenty five lakhs). The receipt hereof the Assignor do hereby admit & acknowledge.

On delivery of possession: Rs. 75,00,000.00 (Rupees seventy five lakhs)

On execution of the Conveyance: Rs.29,00,000.00 (Rupees twenty nine lakhs)

9.2 **Essence:** Timely payment of the Price is the essence of the contract.

10. **Possession:**

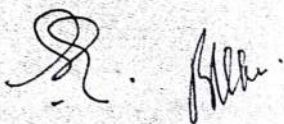
10.1 **Notice of Possession:** The space is ready for possession

10.2 **Complete Satisfaction on Possession:** On the Date of Possession, the Assignee/Transferee shall be deemed to be completely satisfied with all aspects of the Building/the Said Space And Appurtenances, including the measurement of the Said Space And Appurtenances, with regard to which the Assignee/Transferee accepts that the certificate of the Architect, shall be final and binding.

10.4 **Commencement of Outgoings:** From the Date of Possession, all outgoings in respect of the Said Space And Appurtenances shall become payable by the Assignee/Transferee.

11. **Specifications:**

11.1 The Building/Said Space And Appurtenances shall be made as per the 6<sup>th</sup> Schedule below.





12. **Warranty.**

- 12.1 **Assignor/Transferor:** The Assignor/Transferor warrants that the title to the Premises is marketable and presently free from encumbrances subject to registration of the same and the construction has been made as per the Plans and permitted modifications.
- 12.2 **Assignee/Transferee:** The Assignee/transferee has the financial capacity to pay the Price in the manner mentioned herein.

13. **Covenants:**

- 13.1 **Assignee/Transferee's Satisfaction Regarding Construction:** The Assignee/Transferee, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Assignee/Transferee has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Assignee/Transferee shall neither have nor shall claim any right over any portion of the Premises save and except the Said Space And Appurtenances.
- 13.2 **Right of Nomination:** Till the Assignee/Transferee pays the entirety of the Price and all other amounts payable under the Agreement, the Assignee/ Transferee shall not be entitled to nominate the rights under this Agreement without the consent of the Assignor/ Transferor, which may be given by the Assignor/Transferor upon payment of transfer fees as decided by the Assignor/Transferor. However, after the Price and all other amounts payable under this Agreement are paid by the Assignee/ Transferee, the Assignee/ Transferee shall be free to nominate without any restriction and the Assignor/Transferor shall be bound to execute deed of assignment-cum-transfer in favour of the nominees of the Assignee/Transferee without demanding any consideration.
- 13.3 **Completion of Transfer :** The transfer shall be completed upon the Assignor/Transferor executing and registering the Deed of Assignment-cum-Transfer in favour of (he Assignee/Transferee and/or its nominee/s on the Date of Possession and upon the Assignor/Transferor receiving the Price as mentioned in Clause 9.1.1 above, as the case may be.
- 13.4 **Provisions of Deed of Lease:** The provisions of the Deed of Lease shall govern the rights in the Land Share agreed to be assigned hereunder.
- 13.5 **Municipal Taxes and Outgoings:** The Assignee/Transferee shall become responsible and liable for payment of Municipal taxes and maintenance charges for



the Said Space And Appurtenances, from the Date of Possession and for those spaces retained by the Assignor/Transferor, the Assignor/Transferor shall become responsible and liable for payment of Municipal taxes and maintenance charges.

- 13.6 **Charge/Lien:** The Assignor/Transferor shall have the first charge and/or lien over the Said Spaces And Appurtenances for all amounts remaining outstanding by the Assignee/Transferee.
- 13.9 **Formation of the Maintenance Company:** The Assignee/Transferee shall become a member of the Maintenance Company if formed or to be formed. The Assignee/Transferee shall bear and pay the proportionate costs of formation and the expenses of the Maintenance Company and shall pay for, acquire and hold shares with proportionate voting rights and in this regard the Assignee/Transferee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required for formation of the Maintenance Company. Until formation of the Maintenance Company, the Assignor/Transferor shall look after the Common Purposes including the management and maintenance of the Premises and the Building. Upon formation of the Maintenance Company, all rights and obligations with regard to the Common Purposes and the residue then remaining of the security deposit and other deposits, if any, made by the Assignee/Transferee for the Common Purposes, after adjustment all amounts then remaining due and payable, shall be transferred to the Maintenance Company. The amounts aforesaid shall be held by the Maintenance Company in the account of the Assignee/Transferee respectively, for the purposes thereof.
- 13.10 **Obligations of Assignee/Transferee: The Assignee/Transferee shall:**
- 13.10.1 **Co-operating in Management and Maintenance:** Enter into an agreement for maintenance (Maintenance Agreement) with the Maintenance Company, for availing maintenance and management services, on the terms and conditions mentioned in the Maintenance Agreement. The due performance of all obligations of the Maintenance Agreement shall be a condition precedent to the purchase of the Said Space And Appurtenances by the Assignee/Transferee. Until engagement of the Maintenance Company, the Assignor/Transferor shall manage and maintain the Building and/or the Premises and the Assignee/Transferee shall co-operate in such management and maintenance and bear the proportionate costs for the same as demanded by the Assignor/Transferor.
- 13.10.2 **Observing Rules:** Observe the rules framed from time to time by the Assignor/Transferor and/or Maintenance Company for the beneficial common enjoyment of the Building.



13.10.3

**Paying of Common Expenses:** Pay and bear, the proportionate share of the expenses to be incurred in common, as described in the 4<sup>th</sup> Schedule below (collectively Common Expenses), in respect of the Building and/or the Premises, proportionately and the Said Space And Appurtenances, wholly. It is clarified that the Assignee/Transferee, within 7(seven) days of receiving bills raised in this regard by the Assignor/Transferor or the Maintenance Company, as the case may be, shall pay proportionate maintenance charges for maintenance of the Said Space And Appurtenances, on the basis of such bills as raised by the Assignor/Transferor or the Maintenance Company, as the case may be, without claiming any deduction or abatement in any manner or on any account.

13.10.4

**Paying Municipal Taxes and Mutation:** Until the Said Space is separately mutated in favour of the Assignee/Transferee, the Assignee/Transferee shall be liable to pay and bear the proportionate Municipal rates and taxes and other rates, taxes and surcharge levied by statutory bodies or authorities in respect of the Premises, on the basis of the bills to be raised by the Authority and/or the Maintenance Company, upon formation and such bills shall be conclusive proof of the liability of the Assignee/Transferee in respect thereof: The Assignee/ Transferee shall have mutation completed at the earliest.

13.10.6

**Paying Charges for Delay:** Pay, without raising any objection in any manner whatsoever and without claiming; any deduction or abatement whatsoever, all bills raised by the Assignor/Transferor and/or the Maintenance Company, upon formation, within 7 (seven) days of presentation thereof, failing which the Assignor/Transferor and/or the Maintenance Company shall be entitled to claim and receive interest @ 18% (eighteen percent) per annum, compoundable monthly. In the event such bills remain outstanding for more than 2 (two) months, the Assignor/Transferor and/or the Maintenance Company shall be entitled to discontinue all the common facilities, amenities and services to the Assignee/Transferee.

13.10.7

**Paying Electricity Charges:** Pay for electricity and other utilities consumed in or relating to the Said Space And Appurtenances. It is clarified that the Assignee/Transferee, at his/her/its own costs and expenses, shall be liable to take electricity connection directly from the Calcutta Electricity Supply Corporation and the Assignor/Transferor, apart from giving necessary consent therefor, if necessary, shall not have any liability whatsoever.

13.10.8

**Meter and Cabling:** Be liable to draw the electric lines/wires from the meter room to the Said Space only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to either the Assignor/Transferor or to the other co-owners who shall occupy the Building. The main electric meter

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Signature



shall be installed only at the common meter room in the ground floor of the Building. The Assignee/Transferee shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Building.

- 13.10.9      Use of Said Space: Use the Said Space for lawful purposes only.
- 13.10.10     No Alteration: Not alter, modify or in any manner change the elevation and exterior colour scheme of the Building.
- 13.10.11     No Changing Name: Not change/alter/modify the name of the Building, which shall at all times be known as Shrachi Tower.
- 13.10.12     No Nuisance: Not use the Said Space 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 and/or the neighboring properties.
- 13.10.13     No Storage: Not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Building and/or the Demised Land.
- 13.10.14     No Obstruction: Not obstruct the Assignor/Transferor and/or the Maintenance Company in their acts, relating to the Common Purposes and not obstruct the Assignor/Transferor in selling or granting rights to any person on any part of the Demised Land and/or the Building (excepting the Said Space).
- 13.10.15     No Violating Rules: Not violate any of the rules and/or regulations laid down by the Assignor/Transferor and/or the Maintenance Company for the user of the Common Portions.
- 13.10.16     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.
- 13.10.17     No Blocking Common Portions: Not place or cause to be placed any article or object in the Common Portions.
- 13.10.18     No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Space or the Common Portions.

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- 13.10.19      **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 Building and/or outside walls of the Said Space provided that this shall not prevent the Assignee/Transferee from displaying a decent sign board made in the manner and size approved by the Assignor/Transferor and/or the Maintenance Company at the place indicated by the Assignor/Transferor and/or the Maintenance Company.
- 13.10.20      **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, **hazardous** or dangerous articles in the Said Space.
- 13.10.21      **No Drawing Wire/Cable:** Not affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building save in the manner indicated by the Assignor/Transferor and/or the Maintenance Company.
- 13.10.22      **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.
- 13.10.23      **No Generator:** Not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Building.
- 13.10.24      **Affixing Grill:** If so desired by the Assignee/Transferee, affix grills (but not box grills) in the windows of the Said Space but such grills shall be of the uniform design specified by the Assignor/Transferor and/or the Maintenance Company and under no circumstances shall the Assignee/Transferee change/deviate from such uniformity.
- 13.10.25      **No Changing Colour Scheme:** Not change the colour scheme of the windows, grills and the main door of the Said Space without obtaining prior written permission of the Assignor/Transferor and/or the Maintenance Company.
14.              **Indemnity:**
- 14.1            The Assignee/Transferee indemnifies and agrees to keep the Assignor/Transferor saved, harmless and indemnified of, from and against any loss or damages the Assignor/Transferor may suffer as a result of non-payment, non-observance or non-performance by the Assignee/Transferee of the covenants and/or the terms contained in this Agreement.
- (M)      Mm



15. **Miscellaneous:**

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

15.2 **No Agency:** This Agreement relates to only a single transaction contemplated herein and shall not constitute any Party to be the agent of the other Party.

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

15.4 **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 circumstance shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any such 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.

16. **Interpretation:**

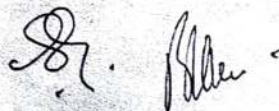
16.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

16.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

16.3 **Definitions:** Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

16.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

16.5 **Successors:** A reference to a Party to any document includes that Party's successors and permitted assigns.





17.

## **Termination and its Effect:**

17.1

**Cancellation by Assignee/Transferee:** In the event the Assignee/Transferee cancels/ rescinds/ terminates/ determines this Agreement on any ground whatsoever, the Assignor/Transferor shall deduct a sum equivalent to 10% (ten percent) of the Price as service charge.

17.2

**Breach of Covenants:** In the event the Assignee/Transferee fails and/or neglects to perform any of the Covenants mentioned in Clause 13 above, this Agreement shall stand cancelled and/or rescinded, upon which the Assignor/Transferor shall refund to the Assignee/Transferee all payments received till the date of such cancellation, after deducting a sum equivalent to 10% (ten percent) of the Price as service charge. In the event the Assignor/Transferor condones the delay of all payments due under this Agreement, the Assignee/Transferee shall be liable to pay interest (u) 24% (twenty four) percent per annum for the period of delay on all amounts due and outstanding. However, such right of condonation shall exclusively vest in the Assignor/Transferor.

17.3

**Effect:** Upon termination of this Agreement, the Assignee/Transferee shall not be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Said Space And Appurtenances and/or the Premises or part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Assignee/Transferee.

18.

## **Overriding Provisions:**

18.1

**Special Covenants and Terms:** The Parties agree that notwithstanding anything contained in this Agreement or any other document/oral understanding of any date before the date of this Agreement, the under mentioned provisions shall have overriding, effect and shall be binding on the Parties. If the meaning and import of any of the under mentioned provision is contradictory to the meaning and import of any other provision of this Agreement, then and in such event, the meaning and import of the under mentioned provisions shall supersede such other provisions and shall govern and guide the understanding between the Parties. The details of the provisions are as follows:

18.1.1

**Proportionate:** The expression Proportionate with all its cognate variations wherever used in this Agreement shall mean the proportion which the super



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built up area of the Said Space bears to the total super built up area of the Building.

18.1.2

**No Unlawful Use:** The Assignor/Transferor shall not sell or permit the use of any portion of the Building for unlawful use and covenant to this effect shall be taken from all owners/occupiers of the Building in all the documentation executed between them and the Assignor/Transferor. This will however not make the Assignor/Transferor responsible for any unauthorized/illegal use by any owner/occupier.

18.1.3

**General Covenants:** The Assignor/Transferor shall ensure that the General Covenants with regard to maintenance, use and common features of the Building are uniformly included in documents executed between the Assignor/Transferor and each of the owners of the Building.

19.

**Arbitration:**

19.1

**Mechanism and Procedure:** Disputes relating to, touching or arising out of this Agreement shall be referred to the sole arbitration of such person as be appointed by Saha & Ray, Advocates, 7C, Kiran Shankar Roy Road, Kolkata (Sole-Arbitrator), being a reference within the meaning of the arbitration And Conciliation Act, 1996. The Sole Arbitrator shall (1) decide venue and language of the proceeding, (2) be entitled to proceed summarily, (3) make and publish his Award within 6 (six) months of reference and (4) make/publish speaking or non-speaking directions/ interim award/ final award as be decided by the Sole Arbitrator. The directions/awards (whether interim or final) shall be binding on the Parties.

20.

**Jurisdiction :**

20.1

**District Judge, Alipore :** In connection with the aforesaid arbitration proceedings, only the District Judge, Alipore shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

21.

**Notice :**

21.1

**Mode of Service :** Notices under this Agreement shall be served by facsimile or messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) immediately if sent by facsimile, (2) on the date of delivery of sent by messenger and (3) 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.



**1<sup>ST</sup> SCHEDULE****(Demised Land)**

**ALL THAT** Land measuring approximately 43.24 Cottahs in Plot no. 1-25 B/1 and land measuring approximately 27.88 Cottahs along with its adjoining tract of land under H.T. Cable Zone also measuring 15.36 Cottahs and lying between Plot No. 1-25 B/1 and service road (situate within I-Sector) **EAST CALCUTTA AREA DEVELOPMENT PROJECT** in the District of 24 Parganas (South), Police Station Kasba within Ward No. 108 of the Kolkata Municipal Corporation and butted and bounded as follows :-

- ON THE NORTH** : By Plot No. 1-25A.  
**ON THE EAST** : By Plot No. 1-25A.  
**ON THE SOUTH** : By Plot No. 1-25B/7B.  
**ON THE WEST** : 7.25 mt. wide Service Road.

**2<sup>ND</sup> SCHEDULE****(Said Space)**

**ALL THAT** Unit No. 6C (Being unit no. 3 as mentioned in the floor plan) measuring 2240 Sq.ft. (143.174 Sq.mtr.) and Unit No. 6D (Being unit no. 4 as mentioned in the floor plan) measuring 1744 Sq. Ft. (117.569 Sq. Mtr.) more or less **super Built Up area** on the 6<sup>th</sup> floor of the building named Shrichi Tower, demarcated in colour Red or Plan B attached together with two open car parking spaces being space No 30 and 31 in the open area of the building for parking of medium sized motor cars.

**3<sup>RD</sup> SCHEDULE****(Common Portions)**

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the Building.

**1. Areas :**

- (a) Open and/or covered paths and passages.
- (b) Lobbies and staircases.
- (c) Stair Head Room, Lift Machine Room, Lift well.
- (d) Office room of the Maintenance Company.
- (e) Boundary walls and main gates of the Building.

**2. Water and Plumbing :**

- (a) Water reservoirs.
- (b) Water tanks.



(c) Water pipes (save those inside any apartment).

(d) Deep Tubewell, if any.

(e) Under ground tank and installations for fire fighting.

**3. Electrical Installations :**

(a) Wiring and accessories for lighting of Common Portions.

(b) Electrical Installations relating to meter for receiving electricity from CESC.

(c) Pump and motor.

(d) Lift and Lift machinery.

(e) D.G. set and changeover switch for power supply to common portions and 4 (four) KW per Space.

**4. Drains :**

(a) Drains, sewers and pipes.

(b) Drainage connection with Kolkata Municipal Corporation.

**5. Others :**

Other areas and installations and/or equipments, if any, as are provided in the Building for common use and enjoyment.

**4<sup>TH</sup> SCHEDULE**

**(Common expenses)**

1. **Common Utilities** : All charges and deposits for supply, operation and maintenance of common utilities.

2. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.

3. **Fire Fighting** : Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

4. **Maintenance Company** : Establishment and all other capital and operational expenses of the Maintenance Company.





5. **Insurance** : All expenses for insuring (including renewal thereof) the Building and/or the Common portions, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
6. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common portions.
7. **Maintenance** : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, renovating and cleaning the common portions, including the exterior or interior (but not inside any space) walls of the Building.
8. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. set, changeover switches, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
9. **Rates and Taxes** : Municipal Tax, surcharge, Water tax and other levies in respect of the Building save those separately assessed on the Assignee/Transferee.
10. **Staff** : The salaries of and all other expenses on the staff to be employed for the Common purposes, viz manager, caretaker, clerks, security personnel, liftmen sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

## 5<sup>TH</sup> SCHEDULE

### Part- I

#### (Said Deposits)

The following amounts are payable by the Assignee to the Assigner on or before execution of the Assignment.

1. Deposit towards common expenses mentioned in 4<sup>th</sup> Rs. 10/- per sq. ft. mentioned in 4<sup>th</sup> schedule above
2. Sinking fund for periodic maintenance of the building Rs. 20/- per sq. ft.

### Part- II

#### (Said Costs)

1. Cost of bringing electrical connection Rs. 45/- per sq. ft.
2. Proportionate cost of installation of D.G. Set Rs. 20/- per sq. ft.



**6<sup>TH</sup> SCHEDULE****(Specifications)**

1. Structure : R.C.C. framed structure with pile foundation.
2. Internal Wall : 100/125 mm thick brick work, cement plaster on either side finished with plaster of Paris punning.
3. External Wall : 200/250 mm thick brick work.
4. Office Floor : Ceramic Flooring.
5. Typical Floor Lobby with Lift : Ceramic Flooring.  
Facia
6. Staircase : Mosaic/Kota.
7. Entrance Lobby with Lift : Marble or equivalent.  
Facia at Ground Floor including staircases upto First Half Landing.
8. Elevator : 4 Nos. 8/10 passenger, stainless steel automatic door life of reputed brand.
9. Window : Full glazed aluminum window with float glass.
10. Door : (a) Rolling Shutters, painted Main Door.  
(b) Other door painted flush.
11. Toilet : (a) White porcelain fittings of Neycer or equivalent make.  
(b) Flooring – ceramic tiles.  
(c) Dado – 7'-0" high of glazed ceramic tiles of any approved make.
12. Electrical : (a) Adequate electrical points at all common areas, parking lots, basements etc.  
(b) Main switch of adequate capacity to suit internal electrification shall be provided at each office block.  
(c) Cable to suit telephones shall be provided



for each office block.

13. Elevation : Cement based paint over sand cement plaster.
14. Underground/Overhead water : As per approval of Kolkata Municipal tank. Corporation.
15. Fire Fighting/Detection : As per approval of West Bengal Fire Service Department.
16. Tube Well : 6' x 4" tube well with necessary pump and allied pipe lines for lifting water upto overhead water tank.

22. **Execution and Delivery :**

22.1 In Witness whereof the Parties have executed and delivered this instrument of Transfer on the day, month and year given above.

**Witnesses :**

1. BIMAL KUMAR SAHA  
58/1, CHAKRA BERIA ROAD NORTH  
KOLKATA - 700 020.  
*Bimal Kumar Saha*

For TOZAL ENTERPRISES PVT. LTD.  
*[Signature]*  
Authorised Signator 31.8.07  
**Assignor/Transferor**

2. UTTAM KUMAR HAZRA  
VILL- BELIACHANDI, POST- GOCHARAN  
DIST- SOUTH 24 PARGANAS  
PIN CODE- 743391  
*[Signature]*

1. *[Signature]*  
MILAN KUMAR BANERJEE  
AC/5A, Veshbandhu Nagar  
Flat - C 2nd floor  
Kolkata - 700059

For ANIL LIMITED  
*[Signature]* 31.8.07  
Authorised Signatories  
**Assignee/Transferee**

2. *[Signature]*  
BISWANATH MUKHARJEE  
54/N, DAKSHIN DEHALA ROAD  
CALCUTTA - 700061

Drafted by: *[Signature]*  
Mr. Swapan Kumar Das

Advocate

