

DEED OF ASSIGNMENT OF LEASE

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BETWEEN

1) Sri/Smt. _____ son/daughter/wife of _____ Sri/Late _____ by nationality Indian, by faith _____ by occupation _____ presently residing at _____ and 2) Sri/Smt. _____ son/daughter/wife of _____ Sri/Late by nationality Indian, by faith _____, by occupation _____ presently residing _____ at represented by his/her/their Constituted Attorney namely Sri/Smt _____ son/daughter/wife of Sri/Late _____ by nationality Indian, by faith _____, by occupation _____, presently residing at _____ hereinafter called and referred to as "THE ASSIGNOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

(1) Sri/Smt. _____ son/daughter/wife of Sri/Late _____, by nationality Indian, by faith _____, by occupation _____ presently residing _____ at _____ and Sri/Smt. _____ son/daughter/wife of Sri/Late _____, by nationality Indian, by faith _____ by occupation _____ presently residing at _____ hereinafter called and referred to as "THE ASSIGNEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called and referred to as 'LESSOR/CONFIRMING PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor-in-office and assigns) of the **THIRD PART**.

WHEREAS by an Indenture of Lease dated the _____ day of _____, 19 _____ made between the Governor of the State of West Bengal therein described as the Lessor of the One Part and one _____, since deceased therein described as the Lessee of the Other Part and registered at the office of the _____ in Book No I, Volume No. _____ Pages from _____ to _____, Being No _____ for the year 19 (hereinafter referred to as 'THE ORIGINAL LEASE'), the said Governor of the State of West Bengal for the premium and/or salami of Rs. _____ /- and also at the yearly rent at the nominal rate of Re. 1 per annum or any fraction of any year at the same rate and on the other terms and conditions therein mentioned, duly granted and demised unto the said Lessee **ALL THAT** the piece and parcel of land measuring _____ Cottahs be the same a little more or less situated lying at and being Plot No _____ in Block _____ in Sector I/II/III in Northern Salt Lake City Extension Area in the District of 24-Parganas (North). Police Station Dum Dum [now Bidhannagar (North/ East/South)], Registration office Cossipore-Dum Dum (now ADSR. Bidhannagar) and more fully described in the Schedule-A hereunder written and hereinafter referred to as "**THE SAID PLOT OF LAND**" to erect a house building

thereon for residential purpose for a period of 999 years commencing on and from the date of execution of the said Original Lease dated _____ day of _____, 19 ____ at the annual lease rent and on the terms and conditions covenants and stipulations therein contained

AND WHEREAS the said Sri/Smt._____. (since deceased) obtained Possession of "**THE SAID LEESE HOLD PLOT OF LAND**" by virtue of a Possession Certificate No _____ dated _____ day of _____, 19 ____.

1. while in possession and enjoyment of the "**SAID LEESE HOLD PROPERTY**" the said Sri/Smt._____. since deceased died intestate on _____ day of _____ leaving behind the Assignor/s herein as his/her only heirs and legal representatives under the provisions Hindu Succession Act.1956 and upon the demise of the said Sri/Smt._____. since deceased, the Assignor/s herein duly mutated their names in all the records of concerned statutory authorities in respect of **THE SAID LEESE HOLD PLOT OF LAND** including in the records of the Urban Development Department by virtue of Mutation Order No dated _____ issued by the _____.)

2. {**AND WHEREAS** the while in possession and enjoyment of the **THE SAID LEESE HOLD PLOT OF LAND**. the said Sri/Smt., since deceased, the original lessee made gift and/or transferred his/her/their respective undivided share of the leasehold property to the assignor/s herein by virtue of the Registered Deed of Gift/Transfer dated _____ executed between the said 2 Sri/Smt._____ (since deceased), the original lessee as the donor of the First Part and the said _____ as the donee of the other part for the unexpired period of the original lease and the said Registered Deed of Gift dated was Registered in the office of _____ and was recorded in Book No.I, Volume No._____, Page No._____ to _____ BeingNo._____ for the year _____.

AND WHEREAS by virtue of the said registered Deed of Gift/Transferred dated _____, the **THE SAID PLOT OF LAND** developed upon the Assignor/s herein and accordingly the Assignor/s herein duly mutated their names in all the records of concerned statutory authorities in respect of **THE SAID PLOT OF LAND** including in the records of the Urban Development Department by vide Memo/Order No._____ dated _____ issued by the _____.

3. [**AND WHEREAS** while seizing and possessing of **THE SAID PLOT OF LAND**, the said Sri/Smt._____. since deceased as lessee bequeathed the undivided _____ share of **THE SAID PLOT OF LAND** in favour of the Assignor/s herein by a **WILL** dated _____ and after the demise of the said Sri/Smt._____. since deceased, the original lessee on _____ the Assignor/s herein made an Application for Grant of Probate being Case No. _____ of **WILL** dated _____ before the _____ and the said Application for Grant of Probate being Case No. _____ of **WILL** dated _____ was duly granted by the _____ on _____.

AND WHEREAS in compliance of the Order dated _____ passed by the _____ in Case No. _____, the concerned statutory authority namely Urban Development Department by its Memo/Order No _____ was pleased to allow mutation in respect of undivided _____ share of **THE SAID PLOT OF LAND** in favour of the Assignor/s herein

AND WHEREAS after getting the sanctioned plan, the assignor constructed a residential building on the said plot as per the sanctioned plan being no._____ dated _____.

AND WHEREAS THE SAID PLOT OF LAND is absolutely free from all sorts of encumbrances, charges, liens, uses, executions, liabilities, leases, tenancies, licenses, requisitions, acquisitions and alignments and/or attachments in every manner whatsoever and the original lease dated _____ day of _____, 19 _____ is in full force and effect thereto and the rental thereunder has duly been paid by the Assignor/s herein up-to date to the superior landlord.

AND WHEREAS the Superior Landlord namely the Urban Development Department, Government of West Bengal by Notification No. 2709-SL(AL)/4S-9/2004 (Pt-I) dated Kolkata the 22nd June, 2012 issued by the Urban Development Department, Government of West Bengal on behalf of **HIS EXCELLENCY** the **GOVERNOR** of West Bengal and which was published on 25th day of June, 2012 at the Extraordinary Kolkata Gazette was pleased to grant permission for transfer of residential plots of land of Salt Lake City subject to payment of Rs 5.00,000/- (Rupees Five Lac only) per Cottah.

AND WHEREAS the Assignor/s herein in terms of the aforesaid notification applied before the concerned authority of the Urban Development Department, Government of West Bengal for assigning his/her/their undivided _____ share of plot no. _____ in Block _____ in Sector I/II/III in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North/ East/South) registration office ADSR, Bidhannagar along with the undivided _____ share of the construction thereon (for the sake of brevity hereinafter referred to and called as the said lease hold property), which is more fully and particularly described in the Schedule B' made hereunder written. **AND WHEREAS** after careful consideration, the Superior Landlord namely the Urban Development Department, Government of West Bengal by its Letter/Memo No _____ dated _____ was pleased to allow the Assignor/s herein to assign his/her/their leasehold right, title and interest of the said lease hold property for the unexpired period of 999 years without prejudice to their (the Urban Development Department, Government of West Bengal) any right and interest over said premises in any manner whatsoever and subject to strict compliance of all and every terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated _____ by the Assignee/s herein

NOW THIS DEED OF ASSIGNMENT OF LEASE WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

In consideration of a sum of Rs _____ (Rupees _____ Lac only) paid by/on behalf of the Assignee/s to/cn behalf of the Assignor/s, the receipt whereof the Assignor/s doth hereby admits and acknowledges in every manner whatsoever, the Transferor/Assignor doth hereby grant, transfer, convey, assign and assure unto the Assignees **ALL THAT** leasehold right, title and interest of undivided _____ share of plot no _____ in Block _____ in Sector I/II/III in Northern Salt Lake City Extension Area in the District of 24-Parganas (North). Police Station Bidhannagar (North/ East/South) registration office **ADSR**, Bidhannagar along with the undivided _____ share of the construction thereon for the unexpired/balance residue period to the term mentioned hereinbefore and recited in the Deed of Assignment of Lease dated _____ being the said lease hold property. **TOGETHER WITH** all areas, gardens, trees, fences, ditches, hedges, common roads, waters, water-courses, rights, lights, liberties, privileges 4 easements and appurtenances whatsoever belonging or held or occupied therewith and **TO HAVE AND TO HOLD** the same unto the Assignee/s for the residue/unexpired period of the said term of 999 years subject to payment of the rent reserved thereby and observance of all covenants by the Assignee/s of the conditions contained in the Lease dated _____ **PROVIDED FURTHER** that the Assignor/s hereby covenants with the Assignee/s **THAT NOTWITHSTANDING** any act, deed or thing by the Assignor/s at any time done or executed or knowingly suffered to the contrary the said lease is subsisting good and effectual lease or the demised premises **AND THAT** the same has not been forfeited or surrendered or become void of voidable **AND THAT** the Assignor/s had got rightful power and absolute authority to transfer, assign, assure and convey the said lease hold property for the unexpired/balance period of 999 years in the manner aforesaid **AND THAT** the Assignee/s shall and will and may at all times

hereafter during all the residue/unexpired period of the said term of 999 years by the said Lease dated _____ peacefully and quietly possess and enjoy the said lease hold property and receive the rents and issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Assignor/s or any person or persons claiming through under or in trust for the Assignor/s **AND THAT** the said lease hold property is free from all encumbrances made occasioned or suffered by the Assignee/s or any person or persons claiming as aforesaid **AND FURTHER THAT** the Assignee/s and all persons claiming any estate for her shall and will during the residue now un-expired period of the term granted by the said Lease dated _____, at the request and cost of the Assignee/s execute or cause to be done and executed all such acts, deeds and things for further and more perfectly assuring the said lease hold property and every part thereof unto the Assignee/s in the manner aforesaid as shall be or may be reasonably required **PROVIDED HOWEVER** the Assignee/s shall and will at all times hereafter during the residue now un-expired period of the said term of 999 years as granted to the Assignee/s by the said Lease dated _____ observe and perform the Assignee/s covenants and conditions, restrictions therein and shall save harmless and keep indemnified the original Lessor and its estate and effects from and against all actions proceedings claims or demands on account or in respect thereof **AND** it is hereby further agreed and declared that neither the transfer and assignment as aforesaid nor anything herein contained shall prejudice or effect the original reservation of rent of the further stipulations covenants and conditions contained in the said Deed of Assignment of Lease in respect of the said lease hold property and the person or persons from time to time entitled thereto **AND** the Assignor/s declare/s that the Assignee/s shall be entitled to mutate their names in the records of all the competent statutory authorities including in the records of the Urban Development Department. Government of West Bengal **AND THAT** the Assignor/s ceases to have any interest in the above mentioning property from this day **AND THAT** Assignor/s Deliver/s Possession of the said lease hold property unto and in favour of the Assignee/s **TO HAVE AND TO HOLD** the same for his use and benefit without any interruption, claim and demand whatsoever by the Assignor or any person claiming through her subject to the terms and conditions of the original Deed of Assignment of Lease for the unexpired period of the original lease.

The Assignor/s herein has represented, assured and undertaken to the Assignee the given warranties as follows. –

- i) That the Assignor/s herein is/are the lawful original/mutated Lessee/s of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said lease hold property and the said lease hold property is free from all/any claim demand, encumbrance charges, liens, uses, executions, liabilities, leases, licenses, requisitions, acquisitions and alignments, etc. whatsoever or howsoever.
- ii) That the Assignor/s herein shall keep harmless and indemnified the Superior Landlord namely the Urban Development Department, Government of West Bengal and its estate and effects from and against all actions proceedings claims or demands on account or in respect of granting permission for transfer/assign of the said lease hold property and/or in respect of the transfer caused hereby by virtue of these presents.

The Assignee/s herein has represented, assured and undertaken as under:

- i) That Assignee/s shall strictly comply with all and every terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated _____ and in breach of any of the terms and conditions, covenants, stipulations and restrictions made in the Original Lease dated _____ by the Assignee/s herein, the Superior Landlord namely the Urban Development Department, Government of West Bengal shall have absolute and exclusive right to re-enter into possession of the demised land or any part thereof after determining the leasehold title of the demised land ex-parte.
- ii) That Assignee/s shall use the said lease hold property exclusively for the purpose as stated in the Original Lease dated _____.
- iii) That Superior Landlord namely the Urban Development Department. Government of West Bengal and all other and every statutory authorities having jurisdiction over the said lease hold property' shall remain indemnified against any and all claims/dues payable by the Assignee/s to any local authority in future.

iv) That in case of any subsequent transfer of the said lease hold property by the Assignee/s the Assignee/s shall again have to obtain prior permission in writing from the Urban Development Department, Government of West Bengal.

THE SCHEDULE "A" ABOVE REFERRED TO LEASEHOLD LAND ALL THAT leasehold/rent free land measuring _____ Cottahs be the land a little more or less and construction made on the Plot No. _____ in Block _____ in Sector I/II/III in Northern Salt Lake City Extension Area in the District of 24-Parganas (North), Police Station Bidhannagar (North/East/South). Registration Office Additional District Sub Registrar. Bidhannagar (Salt Lake City), Kolkata-700 _____

BOUNDARY

NORTH _____ . SOUTH _____ .
EAST _____ . WEST _____ .

THE SCHEDULE "B" ABOVE REFERRED TO

(SAID LEASE HOLD PROPERTY)

ALL THAT leasehold right, title and interest of undivided _____ share of plot no. _____ in Block _____ in Sector I/II/III in Northern Salt Lake City Extension Area in the District of 24-Parganas (North). Police Station Bidhannagar (North/ East/South) Registration Office Additional District Sub Registrar, Bidhannagar (Salt Lake City), Kolkata700 _____ along with the undivided _____ share of the construction thereon for the unexpired/balance residue period of the term mentioned hereinbefore and recited in the Deed of Assignment of Lease dated _____.

IN WITNESS WHEREOF the **PARTIES** hereto have hereunto set and subscribed their respective hands, seals and signatures on the day month and year first above written. **SIGNED, SEALED** and **DELIVERED** by the Assignor/s namely _____

PAN Card No.

SIGNED, SEALED and ACCEPTED

by the Assignor/s

Namely

PAN Card No.

In presence of the following **WITNESSES**

1

2.

SIGNED, SEALED and
ACCEPTED by the Confirming
Party namely
Government of West Bengal,
Department of Urban Development Municipal Affairs
In presence of the following

WITNESS:-

1.

Drafted as per Government proforma.
Strike out whichever is not applicable.