

AGREEMENT FOR ASSIGNMENT MARK

This Agreement for Assignment ("**Agreement**") is executed on this _____ day of _____, 20____

By and Between

PROPERTYMARK SDSS REALTORS LLP (PAN: ABCFP9423F), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Unit No. 626, "HMP House", Sixth Floor, 4, Fairley Place, P.O: G.P.O., P.S: Hare Street, Kolkata: 700001, represented by its authorized Signatory Mr. _____ (PAN: _____), hereinafter referred to as the "**PROMOTER/ASSIGNOR**" (which expression shall unless repugnant to the context be deemed to mean and include its administrators, executors, representatives and assigns) of the **FIRST PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. By virtue of a Deed of Lease dated 21st December, 2004 made between the Kolkata Metropolitan Development Authority (KMDA) of the First Part, Kolkata West International City Pvt. Ltd (KWIC) of the Second Part and the Governor of State of West Bengal of the Third Part and registered before the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. I, Pages 1 to 21, Being No.190100061 for the year 2005, (hereinafter referred to as "**the Head Lease**") KMDA granted to KWIC a lease of land admeasuring 82.147 acres under various R.S. Plot Nos. and within the Mouzas of Tentulkuli, Pakuria, Bankra in the District of Howrah, West Bengal (more fully and particularly described in the Schedule written their and hereinafter referred to as "**the Demised Land**") for a period of 999 years commencing from 9th November, 2004 for a consideration therein mentioned and at an annual rent of Re.1/- per acre or part thereof for the purpose of development of the commercial cum residential township on the terms and conditions therein contained;
- B. the main terms and conditions of the aforesaid Deed of Lease dated 21st December, 2004 are as follows:
 - (a) KWIC shall be entitled to grant sublease of any portion of the Demised Land and buildings to be constructed thereon
 - (b) KWIC shall be entitled to create mortgage or charge on the Demised Land for borrowing fund from financial institutions or corporate bodies for the purpose of construction of the buildings or for the business set-up
 - (c) KWIC shall permit any person authorized by KMDA to inspect, repair and clean the canals/sewer lines or to do any other work in connection therewith within the Demised Land without any obstruction or hindrance
 - (d) At the expiration of the term of lease or sooner determination thereof, KWIC shall peaceably surrender to KMDA the Demised Land and KMDA shall purchase the construction made on the Demised Land at the market value and KWIC shall sell the same to KMDA at the valuation to be assessed by mutual consent of the parties. If KMDA fails to purchase the constructions, the Head Lease shall be deemed to be renewed for a further period of 999 years
 - (e) KMDA certifies to KWIC that it has a marketable title to the Demised Land
 - (f) KMDA shall indemnify and keep KWIC saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) in relation to any dispute relating to the title to the Demised Land and those resulting from breach of the Head lease by KMDA including any act or neglect or default of KMDA's consultants, employees and/or agents and any breach

resulting in any successful claim by any third party or violation of any permission, rules and regulations or bye-laws or otherwise;

- C. KWIC is in the process of developing a commercial cum residential township namely “Kolkata West International City” in phases (hereinafter referred to as **“the Township”**) and the First Phase of the Township is being developed on the Demised Land in accordance with the terms of the Head Lease and in conformity with the Master Plan sanctioned by the KMDA vide letter ref. 172/KMDA/SP/KWIC-75/05 dated 21st September, 2005 and the Building Plans sanctioned by the KMDA vide letter ref. 105/KMDA/KWIC-75/05 (Pt.II) dated 17th April, 2007 and vide letter ref. 04/KMDA/KWIC-75/05(Pt-II) dated 2nd January, 2008 and the Sub-Lessor has also obtained all necessary approvals from the concerned statutory authorities;
- D. KWIC have started a project under the name and style of “Muktohdhara-I” whereby the allottee shall have the opportunity to choose/modify the building plan of their choice within the framework of the DCR, for construction of the unit in the allocated area, to be use for residential purpose and/or commercial purpose as applicable;
- E. By virtue of a Deed of Sub-Lease being No: 190204760 for the year 2024 dated 12.04.2024 registered in the office of the Additional Registrar of Assurance – III and recorded in Book No: I, Volume No: 1902-2024, Pages from 206700 to 206745 (hereinafter referred to as **“the Deed of Sub-Lease”**), **PROPERTYMARK SDSS REALTORS LLP** obtained lease hold right of ALL THAT piece and parcel of Plot No: **11 (Erstwhile Plot No: 11, 12 & 13)**, Muktohdhara-I admeasuring about **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** equivalent to **0.725 Acre more or less** together with one cemented flooring structure standing thereupon having covered area of **3500** Square feet more or less under R.S. Dag No.- 261, 262, 263, 264 & 268, corresponding to L.R. Dag No.- 281, 282, 283, 284 & 288, Mouza- Bankra, P.S.- Domjur, in the District of Howrah (available FAR 2.00 appx.,) with proposed built up area of **63,230** Square feet or more or less or such area as mentioned in the sanctioned building plan, to be approved by appropriate authority, whichever is higher and situated within the Demised Land, along with such terms and conditions as mentioned therein;
- F. KWIC thereafter amalgamated abovementioned three plots into one plot which is now known and numbered as Plot No: **11, Muktohdhara-I** admeasuring **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** more or less under R.S. Dag No: 261, 262, 263, 264 & 268, corresponding to L.R. Dag No: 281, 282, 283, 284 & 288, Mouza: Bankra, P.S: Domjur, in the District of Howrah along with available FAR of 2.00 approximately or such area as to be mentioned in the sanctioned building plan, to be approved by appropriate authority, whichever is higher and situated within the Demised Land more fully and more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **‘SAID LAND’**;
- G. The Said Land is earmarked for the purpose of building a residential project, comprising One Ground plus Six storied buildings and the said project shall be known as **“MARK”**;
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- I. The Promoter has obtained the final layout plan approvals for the Project from **Kolkata Metropolitan Development Authority** (KMDA) vide letter being no:111/KMDA/SPU/KWIC-75/05 dated 14.08.2025. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- J. The Promoter has commence the construction of the project on _____;
- K. The Promoter has registered the Project under the provisions of the Act with the **REAL ESTATE REGULATORY AUTHORITY** at Kolkata vide no: _____ dated ____;
- L. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____

_____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. On and from the Provisional Allotment, subject only to the terms and conditions specified in this Agreement, the Allottee shall be entitled to all the rights and interest and shall be subject to the obligations contained in the **Head Lease** and **Deed of Sub-Lease** in relation to the Said Land. The Allottee shall be entitled to enjoy the leasehold interest for the unexpired period of less than one day of 999 years commencing from 9th November, 2004 i.e. till 8th day of November, 3003 unless determined earlier in accordance with the terms and conditions provided therein. It is hereby clarified that if the term of the original Lease Deed is renewed for any further period, the Allottee's right to enjoy the leasehold interest shall be automatically renewed to such extended period, unless specified otherwise in the Lease Deed;
- O. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- P. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to transfer/assign and the Allottee hereby agrees to get said transfer/assignment of the Said Unit and the Open Space Garage (Garage Portico) (if applicable) as specified in paragraph L.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to transfer/assign to the Allottee and the Allottee hereby agrees to execute this assignment, for the Said Unit as specified in paragraph L;

The Total Price for the Said Unit based on the carpet area is Rs. _____ (Rupees _____) only ("Total Price") (Give break up and description):

Block /Building/Tower No.....	Rate of Apartment per Square Feet*
Apartment No.....	
Type	
Floor	

Parking	Price
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Explanation:

- 1.1. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Said Unit;

- 1.2.** The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Said Unit:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change / modification;

- 1.3.** The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.4.** The Total Price of Said Unit includes: 1) pro rata share in the Common Areas; and 2) Open Space Garage (Garage Portico) as provided in the Agreement.
- 1.5.** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.6.** The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.7.** The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.
- 1.8.** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Said Unit, plot or building, as the case may be, without the prior written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.9.** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the **occupancy certificate** is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.
- 1.10.** The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.11. Subject to terms and conditions laid down in this agreement, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Unit as mentioned below:

- 1.11.1. The Allottee shall have exclusive Leasehold right of the Said Unit;
- 1.11.2. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportion in the common areas to the association of allottees as provided in the Act;

- 1.11.3. That the computation of the price of the Said Unit includes recovery of price of land, construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.11.4. It is made clear by the Promoter and the Allottee agrees that the Said Unit along with Car Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.11.5. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely MARK shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972
- 1.11.6. The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11.7. The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Said Unit at the time of application the receipt of which

the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **PROPERTYMARK SDSS REALTORS LLP** payable at KOLKATA.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/assignment/transfer of immovable properties in India etc. and provides the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and

meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT/ SAID UNIT

The Allottee has seen the specifications of the Said Unit and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provision prescribed by the applicable law _____ [Please insert relevant laws in force] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT

- 7.1. Schedule for possession of the Said Unit:** The Promoter agrees and understands that timely delivery of possession of the Said Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Unit on/....../20....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2. Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Said Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (Thirty) days of receiving the occupancy certificate* of the Project.
- 7.3. Failure of Allottee to take Possession of Said Unit:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4. Possession by the Allottee: After obtaining the occupancy certificate and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation.

7.6. Compensation:

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Said Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- 8.1.** The Promoter has absolute, clear and marketable Leasehold right with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 8.2.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3.** There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, interest and name of party in or over such land]
- 8.4.** There are no litigations pending before any Court of law with respect to the said Land, Project or the Said Unit;
- 8.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Said Unit and common areas;

- 8.6.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right and interest of the Allottee created herein, may prejudicially be affected;
- 8.7.** The Promoter has not entered into any agreement for sale/assignment and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transfer and assign the said Said Unit to the Allottee in the manner contemplated in this Agreement;
- 8.9.** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the common areas to the Association of the Allottees;
- 8.10.** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 8.11.** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 8.12.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Project;
- 8.13.** That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1.** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 9.1.1. Promoter fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects;
- 9.1.2. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2.** In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- 9.2.1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- 9.2.2. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the assignment of the Said

Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Said Unit.

9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

9.3.1. In case the Allottee fails to make payments for 01 (one) consecutive demand made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.

9.3.2. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Unit in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT

The Promoter, on receipt of complete amount of the Price of the Said Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the Leasehold right of the Said Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID UNIT/SAID UNIT PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Said Unit.

11.1. Maintenance of the Common Area

11.1.1. The Allottee shall regularly pay for maintenance of common area and facilities the necessary monthly OEM charges from the date of handover of possession of the unit. Such charge will be determined by the Assignor/Association of Allottee. If the Allottee fails to pay on the fixed dates for a period of 3 consecutive months, then the Assignor/Association of Allottees will charge penal interest @18% per annum.

11.1.2. The Assignor/Association of Allottees is solely responsible for the administration and overseeing of common utility charges. The Allottee shall be liable for these charges to the Assignor/Association of Allottees or to an appointed maintenance company.

- 11.1.3. The Assignor/Association of Allottees has exclusive authority to designate common area and facilities. The Allottee acknowledges that this does not grant any automatic privileges regarding access or rights in areas or facilities developed elsewhere on the leasehold land or within other project area.
- 11.1.4. The Allottee's right to use common facilities is contingent upon timely payment of utility/maintenance charges. Non-payment will result in the Assignor/ Association of Allottees or its authorized agents, suspending access to utilities and facilities. The Assignor/Association of Allottees also retains the right to recover any unpaid charges from the Allottee or their legal Successors.
- 11.1.5. The Assignor/Association of Allottees may implement changes to the scope or cost of utility services, subject to reasonable and prior written notice to the Allottee. This includes the right to upgrade, modify or discontinue service as per the evolving needs of the project.
- 11.1.6. In case of dispute regarding the utility charges, the Assignor's/Association of Allottees decision shall be final and binding. The Allottee agrees to adhere to dispute resolution procedures specified by the Assignor/Association of Allottees.
- 11.1.7. The Assignor/Association of Allottees holds the right to enforce these provisions strictly, including taking legal action for non-compliance or delayed payments by the Allottee.
- 11.2.** Township Common Area Maintenance Charges: The Allottee shall make payment of such charges towards Township Common Area Maintenance payable to KWIC or it's nominated agency through the Assignor/Association of Allottees as set out in the Deed of Sub-Lease.
- 11.3.** Lease Rent: On and from the Effective Date, the Allottee shall be responsible for payment of lease rental through the Promoter, of Rs. 1/- (Rupees One) per acre per year only ("Lease Rent") with respect to the area of the Demised Land in accordance with the Head Lease and Deed of Sub-Lease within the first calendar months of the year for which the rent is payable. In case of delay or default in payment of lease rental, the Allottee shall be liable for consequences thereof in accordance with the provisions of the Head Lease and Deed of Sub-Lease. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Head Lease and Deed of Sub-Lease, the lease rental is increased, the Allottee shall be responsible for payment of the increased lease rental.
- 11.4.** Allottee to Pay Rates & taxes and Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately for the Said building complex and wholly for the Said unit and Appurtenances from the date of possession and until the unit and Appurtenances is separately mutated and assessed in favour of the Allottee) on the basis of the bills to be raised by the Promoter/Association of Allottees, such bills being conclusive proof of the liability of the Allottee' in thereof and have mutation completed at the earliest. The Allottee furthest admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of Promoter/ Association of Allottees and the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/ Association of Allottees and Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are transferred/assigned.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for assignment relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees get Assignment of the Said Unit on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE OF BASEMENT AND SERVICE AREAS

The basement and service areas, if any, as located within the MARK, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:

Subject to Clause 11 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his/her own cost, in goods, repair and condition and shall not do or suffer to be done anything in the Said Unit, or the staircases, common passages, corridors, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Unit is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Said Unit or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not

store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Unit/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Unit.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said Said Unit/plot/building, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Said Unit bears to the total carpet area of all the Said Units in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other

place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the District Sub-Registrar, Howrah/Additional District Sub-Registrar, Domjur/Additional Registrar of Assurance, Kolkata/any other registration office having authority to registered this document.

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s. **PROPERTYMARK SDSS REALTORS LLP**

Unit No. 626, "HMP House", Sixth Floor, 4, Fairley Place, P.O: G.P.O., P.S: Hare Street, Kolkata: 700001

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS, THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.

SIGNED by **PROPERTYMARK SDSS REALTORS LLP** through
it's _____ Mr. _____, at

Kolkata in the presence of:

SIGNED by _____, at Kolkata
in the presence of:

Drafted by

SCHEDULE 'A'

DESCRIPTION OF SAID LAND

All that piece and parcel of three Plots Vide No:**11, 12 & 13**, admeasuring about **2,937.13** Square Meter equivalent to **31,615** Square Feet equivalent to **43.91 Cottahs** equivalent to **0.725 Acre more or less** under R.S. Dag No.- 261, 262, 263, 264& 268, corresponding to L.R. Dag No.- 281, 282, 283, 284 & 288, Mouza- Bankra, P.S.- Domjur, in the District of Howrah, details of Dag and Khatian No.- are following hereunder:-

<i>R.S. Plot No.</i>	<i>L.R Plot No.</i>	<i>Area of Land in Acre</i>	<i>Mouza</i>	<i>J.L No.</i>	<i>L. R. Khatian No.</i>	<i>Block</i>
261	281	0.030	Bankra	55	9655	Domjur
262	282	0.364	Bankra	55	9655	Domjur
263	283	0.292	Bankra	55	9655	Domjur
264	284	0.034	Bankra	55	9655	Domjur
268	288	0.005	Bankra	55	9655	Domjur
<i>Total Area in Acre:-</i>		<i>0.725</i>				

Said land is Butted and bounded by:

ON THE NORTH : Villa No: A-2-9 to A-2-17 of Project Charulata.

ON THE SOUTH : 30 Meter wide Internal Road.

ON THE EAST : Plot No: 14 of Muktodhara-I.

ON THE WEST : Plot No: 10 of Muktodhara-I.

DESCRIPTION OF THE FLAT AND PARKING SPACE

Flat No.	-
Floor	-
Flat Type	-
Block	-
Carpet Area	-
Balcony Area	-
Super Built Up Area	-
Car Parking Space No	-
Car Parking Space Type	-

SCHEDULE 'B'

Floor Plan of the Said Unit

[TO BE INSERTED]

SCHEDULE 'C'

PAYMENT SCHEDULE

State of Completion	Payment Terms
- On Application - On or Before Execution of Agreement - Within 7 days from the date of Registration of Agreement	: 1,00,000/- : 10% less application money
- On Commencement of Piling - On Completion of Foundation - On Commencement of First Floor Roof Casting - On Commencement of Second Floor Roof Casting - On Commencement of Third Floor Roof Casting - On Commencement of Fourth Floor Roof Casting - On Commencement of Fifth Floor Roof Casting - On Commencement of Roof Casting - On Commencement of Brick Work - On Installation of Doors and Windows of the Unit - On completion of Flooring of the Unit - At the time of Possession/Registration (Whichever is earlier)	: 10% : 10% : 10% : 5% : 5% : 10% : 5% : 5% : 10% : 5% : 5% : 5%