

**[AAROHI 2.0, PHASE -I]  
AGREEMENT FOR ASSIGNMENT**

This Agreement for Assignment ("**Agreement**") is executed on this \_\_\_\_\_ **day of**  
\_\_\_\_\_, **2026**

**By and Between**

**BENGAL AEROTROPOLIS PROJECTS LIMITED [PAN AADCB2504L]**, hereinafter referred to as "**BAPL**" a company incorporated under the Companies Act, 1956 as amended to Companies Act, 2013 having its registered office at 5, Gorky Terrace, 1st Floor, P.O. & P.S. Shakespeare Sarani, Kolkata 700 017 and represented by its Authorised Signatory **Mr. Sankar Dey [PAN ARDPD9886B]** son of Late Brajalal Dey, by Nationality- Indian, by Religion Hindu, by occupation Service, residing at Dubchururia, PO – Andal Gram, Pin – 713321, Dist. – Paschim Bardhaman, PS – Aurobindo Police Station, W.B, hereinafter referred to as the "**ASSIGNOR**", (which expression shall unless excluded by the context or otherwise, include its successors and assigns) of the **ONE PART.**

**AND**

[NAME] (PAN: [•], AADHAAR: [•]), son/daughter/wife of [•], by Nationality - [•], by Religion - [•], by occupation - [•], residing at [ADDRESS] 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**.

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

#### **WHEREAS:**

- A.** In order to promote and develop social infrastructure, the Government of West Bengal acquired all that piece and parcel of land admeasuring approximately **1822.59 Acres** or thereabouts lying and situated at District Paschim Bardhaman comprised within Mouzas- Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the "**Leasehold Land**") for creation of an industrial, urban and social infrastructure with the airport as its central component and having forward linkages to industry, trade, education, urban amenities, tourism and other related facilities in an interdependent manner.
- B.** Pursuant to execution of a joint venture development agreement dated January 18, 2008 read with first addendum dated October 26, 2009 and second addendum dated September 14, 2013 to the said joint venture agreement (collectively hereinafter referred to as "**JVDA**") executed between BAPL and West Bengal Industrial Development Corporation Ltd. ("**WBIDC**"), BAPL has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Leasehold Land for an initial term of 99 (ninety nine) years with automatic renewal, subject to rent payable for a further period of 99 [ninety nine] years and on the same terms and conditions save and except the rent which may be mutually agreed upon contained therein.
- C.** BAPL has, among others, executed one Lease Deed on **21<sup>st</sup> January, 2010** with the **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED** which has been registered under Deed No. **00852 for the year 2010** of **A.R.A.-III, Kolkata**, Registered in Book -- I, CD Volume No. 2, Page from **3728 to 3866** at Kolkata containing the portion of **1048.84 Acres** leasehold land forming the subject of this Assignment (hereinafter referred to as the "**Lease Deed**") for a period of ninety nine (99) years and accordingly BAPL is holding its land title in L.R.R.O.R.;
- D.** In terms of the above-mentioned Joint Venture Development Agreement (JVDA) and its subsequent addendum the land measuring an area of **2398.47 Square Feet** lying and situated at **Mouza: Dakshinkhanda, JL No.: 36, BAPL, PS: Andal, Dist: Paschim Bardhaman, Pin: 713321** more fully described in the First Schedule hereunder written and hereinafter referred to as the "**Said Land**" (more particularly described in Schedule A);
- E.** The said land is situated within Bengal Aerotropolis Projects Limited (Residential Park), PS: Andal, PIN - 713321, Paschim Bardhaman, West Bengal and is earmarked for the purpose of building a residential project ("**Duplex Building**"), comprising of exclusive gated community for **[Number] ([•])** Duplex Building with

balcony, landscape garden area and private open terrace along with Portico/Garage the said project shall be known as “**AAROHI 2.0, PHASE - I**”;

- F.** BAPL is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of BAPL regarding the said land on which Project is to be constructed have been completed;
- G.** BAPL has obtained the final layout plan approvals for the Project from **West Bengal Industrial Development Corporation Limited** (hereinafter refer to as ‘**WBIDC**’). BAPL agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the The Real Estate (Regulation & Development) Act, 2016 and other laws & rules as applicable;
- H.** **WBIDC** has granted the commencement certificate to develop the Project vide approval dated as per Building Permit No. **SWS-OBPAS/WBIDC/2026/0006** Dated: **25-02-2026**;
- I.** BAPL has registered the Project under the provisions of the The Real Estate (Regulation & Development) Act, 2016 with the **REAL ESTATE REGULATORY AUTHORITY** at Kolkata being No. [●] dated [●].
- J.** Allottee had applied to BAPL for allotment of a Duplex Building in the Project vide Application **No: [●] Dated [●]**, on the terms and conditions recorded therein and in pursuance whereof, BAPL has provisionally allotted in favour of the Allottee **ALL THAT** the Ground + One storied Duplex Building (**Block – [●]**) (“**Duplex Building**”) together with **Plot Area – [●] Sq. Ft.**, comprising of [PROPERTY DETAILS] on the [●] floor totaling to **Carpet Area of [●] Sq. Ft (G+1), Total Built up Area of [●] Sq. Ft.** (hereinafter collectively referred to as the “**Said Duplex Building**”, more particularly described in Schedule B and the plan of the Duplex Building is annexed hereto and marked as Schedule C in accordance with the Specifications described in Schedule E) hereto together with the irrevocable right to use the roads within the Project leading to municipal road, common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project.
- K.** The Parties have gone through all the terms and conditions set out in the Allotment Letter and this Agreement and understood the mutual rights and obligations of the parties herein.
- L.** 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 in the Unit and shall be subject to the obligations contained in the Lease Deed in relation to the Said Land. The Allottee shall be entitled to enjoy the leasehold interest for the unexpired term of the lease i.e. till the year **2109** 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 of 99 years by a renewed deed to be executed and registered upon payment of applicable stamp duty and registration fees, unless specified otherwise in the Lease Deed.
- M.** 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;
- N.** 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;

- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, BAPL hereby agrees to transfer/assign and the Allottee hereby agrees to accept said transfer/assignment of leasehold land measuring [•] sq.ft. with the Duplex Building and the open car parking space as specified in paragraph J.

**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, BAPL hereby agrees to transfer/assign to the Allottee and the Allottee hereby agrees to accept the assignment of leasehold land measuring [•] sq.ft. upon the terms and conditions herein contained and agrees to execute this assignment agreement;

The Total Price for the Duplex Building based on the carpet area is **Rs. [•]/- (Rupees [•])** only ("**Total Price**"):

<b>Consideration Details</b>	
Duplex Building Details	Type-[ Duplex Building] (Block-[•])
Plot Area (in sq. ft.)	[•]
Carpet Area (in sq. ft.)	[•]
Built-Up Area (in sq. ft.)	[•]
Rate/sq. ft.	[•]
<b>Total Duplex Building Value</b>	[•]
GST @ 5% on Duplex Building Value	[•]
<b>Total Consideration</b>	[•]
External Development Charges (EDC)	[•]
GST @ 18% on EDC	[•]
<b>Total Cost (excl. Registration Fees)</b>	[•]

Explanation:

- 1.1.** The Total Price above includes the booking amount paid by the allottee to BAPL towards the Duplex Building;
- 1.2.** The Total Price above includes Taxes (consisting of tax paid or payable by the BAPL 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 BAPL) up to the date of handing over the possession of the Duplex Building. Assignee shall also make payment of 1 (one) % of prevailing market value towards administrative fee payable to WBIDC through the BAPL.

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

- 1.3.** BAPL shall periodically intimate to the Allottee, the amount payable as stated above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, BAPL 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 Duplex Building includes:
  - 1.4.1.** pro rata shares in the Common Areas; and
  - 1.4.2.** Open Car Parking Space 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. BAPL undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, BAPL 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 D ("**Payment Plan**").
- 1.7.** It is agreed that BAPL 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 Duplex Building or plot, as the case may be, without the prior written consent of the Allottee. Provided that BAPL 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.
- 1.8.** BAPL shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Duplex 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.
- 1.9.** The total price payable for the carpet area shall be recalculated upon confirmation by BAPL. If there is any reduction in the carpet area within the defined limit then BAPL 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, BAPL shall demand from the Allottee as per the next milestone of the Payment Plan and the Allottee shall be liable to pay such increased amount. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1 of this Agreement.
- 1.10.** Subject to Clause 1 BAPL agrees and acknowledges, the Allottee shall have the right to the Duplex Building as mentioned below:
  - 1.10.1.** The Allottee shall have exclusive Leasehold right on the land measuring

[●] sq. ft and the Duplex Building to be constructed on and from the effective date subject to payment of lease rental being the proportionate amount corresponding to Rs. 500/- (Rupees Five Hundred) per acre per annum ("**Lease Rent**") with respect to the area of the Said Unit in accordance with the Lease Deed executed with WBIDC within the first three calendar months of the year for which the rent is payable. The Allottee shall make payment of Lease Rent to WBIDC through BAPL. 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 Lease Deed. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Lease Deed executed with WBIDC, the lease rental is increased, the Allottee shall be responsible for payment of the increased lease rental.

**1.10.2.**The Allottee shall also have right to use in the Common Areas, short particulars whereof are set out in Schedule-B annexed hereto. The Allottee shall use the Common Areas along with other owners of Duplex Building, 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.;

**1.10.3.**That the computation of the price of the Duplex Building includes recovery of price of land, construction of not only the Duplex Building but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, and includes cost for providing all other facilities as provided within the Project.

**1.10.4.**The Allottee shall have to apply for the electricity connection and water connection as per the rules and regulation of WBSEDCL and Golden City Industrial Township (GCIT). The Allottee shall pay electricity security deposit for individual meters allotted to it and other monthly consumption charges for electricity and water to WBSEDCL, GCIT or its designated agency.

**1.10.5.**It is made clear by BAPL and the Allottee agrees that the Duplex Building along with open 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.

**1.10.6.**It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **AAROHI 2.0, PHASE - I** 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, if applicable.

**1.10.7.**BAPL agrees to pay all outgoings before transferring the physical possession of the Duplex Building 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 promrelated to the project). If BAPL 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 Duplex Building to the Allottees, BAPL 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.

**1.10.8.**The Allottee has paid a sum of **Rs. [●] /- (Rupees [●])** only as booking amount being part payment towards the Total Price of the Duplex Building. At the time of application, the receipt which BAPL hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Duplex Building as prescribed in the Payment Plan as may be demanded by BAPL within the time and in the manner specified therein:

**1.10.9.**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 West Bengal Real Estate (Regulation and Development) Rules, 2021 (hereinafter referred to as “the Rules”).

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and BAPL abiding by the construction milestones, the Allottee shall make all payments, on due dates 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 **BENGAL AEROTROPOLIS PROJECTS LIMITED** payable in Punjab National Bank, **Escrow Account – [●]** 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 BAPL with such permission, approvals which would enable BAPL 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.

BAPL accepts no responsibility in this regard. The Allottee shall keep BAPL 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 BAPL immediately and comply with necessary formalities if any under the applicable laws. BAPL 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 Duplex Building applied for herein in any way and BAPL shall be issuing the payment receipts in favour of the Allottee only upon payment made to BAPL.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes BAPL 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 BAPL may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct BAPL to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for BAPL as well as the Allottee. BAPL shall abide by the time schedule for completing the project and handing over the Duplex Building 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 instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by BAPL as provided in Schedule D ("**Payment Plan**").

#### **6. CONSTRUCTION OF THE PROJECT/DUPLEX BUILDING**

The Allottee has seen the specifications of the Duplex Building and accepted the Payment Plan, floor plans, layout plans which has been approved by the West Bengal Industrial Development Corporation Limited (WBIDC), as represented by BAPL. BAPL shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, BAPL undertakes to strictly abide by such plans and shall also strictly abide by the bye-laws, FAR and density norms and provision prescribed by the applicable law West Bengal Building Bye Laws, 2007 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 BAPL shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE DUPLEX BUILDING**

**7.1. Schedule for possession of the said Duplex Building:** BAPL agrees and understands that timely delivery of possession of the Duplex Building is the essence of the Agreement. BAPL, based on the approved plans and specifications, assures to hand over possession of the Duplex Building on or before DD/MM/YYYY, 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 BAPL shall be entitled to the extension of time to complete construction and for delivery of possession of the Duplex Building, 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 BAPL to implement the project due to Force Majeure conditions, then this allotment

shall stand terminated and BAPL shall refund to the Allottee the entire amount received by BAPL from the allotment without any interest 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 BAPL and that BAPL shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2.Procedure for taking possession:** BAPL, upon obtaining the occupancy certificate from the Golden City Industrial Township (GCIT) shall offer in writing the possession of the Duplex Building, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and BAPL shall give possession of the Duplex Building to the Allottee. BAPL agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of BAPL. The Allottee agree(s) to pay the maintenance charges as may be determined by BAPL /association of allottees, as the case may be. BAPL 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 Duplex Building:** Upon receiving a written intimation from BAPL as per clause 7.2, the Allottee shall take possession of the Duplex Building from BAPL by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and BAPL shall give possession of the Duplex Building to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 or within such mutually extended time, 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 Duplex Building to the Allottees, it shall be the responsibility of BAPL to hand over the necessary documents and plans, including common areas, to the association of the Allottees 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 BAPL, BAPL herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be refunded by BAPL to the allottee within 45 days of such cancellation without any interest.

**7.6.Compensation:**

**7.6.1.** BAPL 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.

**7.6.2.** Except for occurrence of a Force Majeure event, if BAPL fails to complete or is unable to give possession of the Duplex Building (i) in accordance with the terms of this Agreement, duly completed by the date specified herein or within the extended period; or (ii) due to discontinuance of his business as an Assignor on account of suspension or revocation of the

registration under the Act; or for any other reason; BAPL 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 Duplex Building, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under The Real Estate West Bengal Real Estate (Regulation and Development) Rules, 2021 (hereinafter referred to as “the Rules”. Provided that where if the Allottee does not intend to withdraw from the Project, BAPL 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 Duplex Building.

#### **8. REPRESENTATIONS AND WARRANTIES OF BAPL.**

BAPL hereby represents and warrants to the Allottee as follows:

- 8.1.** The BAPL has absolute, clear and marketable Leasehold right with respect to the said Aarohi 2.0, Phase - I Project; the requisite rights to carry out development upon the said Aarohi 2.0, Phase - I Project and absolute, actual, physical and legal possession of the said Aarohi 2.0, Phase - I Project;
- 8.2.** BAPL has lawful rights and requisite approvals from the West Bengal Industrial Development Corporation Limited (WBIDC) to carry out development of the Project;
- 8.3.** There are no encumbrances upon the said Aarohi 2.0, Phase - I Project;
- 8.4.** There are no litigations pending before any Court of law with respect to the said Aarohi 2.0, Phase - I Project;
- 8.5.** All approvals, licenses and permits issued by WBIDC and other Government bodies with respect to the Aarohi 2.0, Phase - I Project are valid and subsisting and have been obtained by following due process of law. Further, the BAPL 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 Duplex Building and common areas;
- 8.6.** BAPL 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 on the Unit herein, may prejudicially be affected;
- 8.7.** The BAPL 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 Aarohi 2.0, Phase - I Project which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8.** BAPL confirms that BAPL is not restricted in any manner whatsoever from transfer and assign the said Duplex Building to the Allottee in the manner contemplated in this Agreement;
- 8.9.** At the time of execution of the Deed of Assignment BAPL shall handover lawful, vacant, peaceful, physical possession of the Duplex Building 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.** BAPL 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 respective 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 BAPL 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, BAPL shall be considered under a condition of Default, in the following events:
- 9.1.1.** BAPL fails to provide ready to move in possession of the Duplex Building to the Allottee within the time period specified herein. For the purpose of this clause, 'ready to move in possession' shall mean that the Duplex Building shall be in a habitable condition which is complete in all respects;
- 9.1.2.** Discontinuance of BAPL's business as an Assignor 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 BAPL under the conditions listed above, Allottee is entitled to the following:
- 9.2.1.** Stop making further payments to BAPL as demanded by BAPL. If the Allottee stops making payments, BAPL 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 BAPL shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the assignment of the Duplex Building, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:
- 9.2.3.** Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by BAPL, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Duplex Building.
- 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 installments to BAPL as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to BAPL on the unpaid amount at the rate specified in the West Bengal Real Estate (Regulation and Development) Rules, 2021 (hereinafter referred to as "the Rules").

If for any reason, the Allottee fails to pay the last instalment amount and requests BAPL to allow sometime, BAPL may allow provided the Allottee agrees to pay interest at the rate specified in the Rules from the due date to the date of payment.

- 9.3.2.** In case of Default by Allottee under the condition listed above continues for a period beyond 2 (Two) months from the date of notice from BAPL in this regard, BAPL shall cancel the allotment of the Duplex Building in favour of the Allottee and refund the amount money paid by the allottee by deducting the booking amount and the interest liabilities of the Allottee in terms of this Agreement shall thereupon stand automatically terminated.

#### **10. TRANSFER DEED OF THE SAID UNIT**

BAPL, on receipt of full amount of the Price of the Duplex Building under the Agreement from the Allottee, shall execute a Deed of Assignment and transfer the Leasehold right comprised in the Duplex Row Building together with the right to use 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 BAPL to withhold registration of the Deed of Assignment in his/her favour till full and final settlement of all dues and stamp duty and registration charges to BAPL 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/DUPLEX BUILDING PROJECT.**

The BAPL shall provide and maintain essential services within the Project until the formation of the association of allottees, which shall be constituted within six (6) months from the date of final handover of all units. Until such formation, each Allottee shall pay monthly operation and maintenance (O&M) charges to the BAPL, calculated on a proportionate basis, from the date of possession. The amount of O&M charges shall be determined solely by the BAPL and shall be payable in advance at the time of handover of possession of the unit. In case of default in payment for three (3) consecutive months, penal interest at eighteen percent (18%) per annum shall be payable on the outstanding amount.

The Assignor has exclusive authority to designate common area and facilities. The Allottee acknowledges and agrees that payment of maintenance charges does not confer any automatic privileges regarding access or rights in areas or facilities developed elsewhere by BAPL on the leasehold land or within other project area.

#### **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 BAPL as per the agreement for assignment relating to such development is brought to the notice of BAPL within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of BAPL to rectify such defects without further charge, within 30 (thirty) days, and in the event of Assignor 's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to claim 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.**

BAPL hereby agrees to assignment the Duplex Building to the Allottee on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of maintenance charges, as may be determined by BAPL and thereafter by the association of Allottees to be formed for maintenance of the common areas and facilities. The Allottee shall be responsible to maintain internal portion of the Duplex Building.

**14. RIGHT TO ENTER THE DUPLEX BUILDING FOR REPAIRS.**

BAPL /association of allottees shall have rights of unrestricted access of all Common Areas, Portico/Garage and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees to enter into the Duplex Building or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise.

**15. USAGE OF BASEMENT AND SERVICE AREAS.**

The basement and service areas, if any, as located within the AAROHI 2.0, PHASE II (project name), 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 DUPLEX BUILDING:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Duplex Building at his/her own cost, in goods, repair and condition and shall not do or suffer to be done anything in the Duplex Building, 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 Duplex Building and keep the Duplex Building, 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 Duplex Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material etc. on the face/facade of the Duplex Building or anywhere on the exterior of the Project, buildings therein or Common Areas save a name plate of the Allottee. 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. The Allottee shall not do any construction at the carpet area, over the lawn, common area, Portico/Garage, or add any levels over the terrace. Further the Allottee shall not store any hazardous or combustible goods in the Duplex Building or place any heavy material in the common passages. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Duplex Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by BAPL and thereafter the 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 Duplex Building 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 Duplex Building, all the requirements, requisitions, demands and repairs which are required by any competent Authority such as WBIDC, Panchayat, Zila Parishad, Asansol Durgapur Development Authority (ADDA), Durgapur Municipal Corporation, Golden City Industrial Township Authority (GCITA) in respect of the Duplex Building / at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

BAPL reserves its rights to construct buildings / Row Houses / Apartments in such manner as BAPL may deem fit and proper on other parts of the Project, in which the Allottee shall not have any right to raise any objection or dispute.

**19. ASSIGNOR SHALL NOT MORTGAGE OR CREATE CHARGE.**

After BAPL executes this Agreement, the Assignor shall not mortgage or create a charge on the Duplex Building 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, BAPL shall make the Duplex Building and all the common areas freed from all encumbrances and charges.

**20. BINDING EFFECT**

BAPL does not create a binding obligation on the part of BAPL 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 BAPL. If the Allottee(s) fails to execute and deliver to BAPL, Deed of Assignment within 30 (thirty) days from the date of its receipt of notice from BAPL by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by BAPL, then BAPL shall serve a notice to the Allottee with a further request upon serving notice upon the Allottee to complete the registration formalities within 30 days, failing which BAPL shall have no obligation for registration of Deed of Assignment.

**21. APARTMENT OWNERSHIP ACT**

The Developer 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 Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

**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 Row House/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 transferees of the Duplex Building, in case of a transfer, as the said obligations go along with the Duplex Building for all intents and purposes and shall keep BAPL safe, harmless and indemnified with respect thereto.

In the event that the Allottee proposes to assign/transfer the Duplex Building in favour of any third party ("Transferee"), the Allottee must comply with the terms of the Lease Deed and any applicable provisions of the JVDA and the addendums with respect to the Demised Land for such transfer and all the rights, liabilities and obligations of the Allottee will be vested and applicable upon the transferees.

For any subsequent transfer beyond the initial assignment (referred to hereafter as "Subsequent Assignment"), the process must go through Bengal Aerotropolis Project Limited (BAPL) to West Bengal Industrial Development Corporation Limited (WBIDC) as per the directive delineated in WBIDC Notice Ref No: WBIDC/BAPL/2nd Assignment/2022-23/2023/1381, dated 28th August 2023. Such subsequent transfers shall attract a transfer fee, payable to WBIDC, amounting to 5% of the current market value plus applicable taxes and in addition to any further payments to BAPL as per the prevailing guidelines. It is duly noted that these percentage of charges are subject to future review and revision, based on prevailing circumstances and at the discretion of the WBIDC.

## **25. WAIVER NOT A LIMITATION TO ENFORCE**

**25.1.** BAPL 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 BAPL in the case of one Allottee shall not be construed to be a precedent and /or binding on BAPL to exercise such discretion in the case of other Allottees.

**25.2.** Failure on the part of BAPL 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 Duplex Building bears to the total carpet area of all the Duplex Building 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 BAPL through its authorized signatory at BAPL's office, after the Agreement is duly executed by the Allottee and BAPL or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

**30. NOTICES**

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

Name of Allottee : [●]  
Address : [●]  
Phone : +91 [●]  
Email : [●]

Assignor name : **M/S. BENGAL AEROTROPOLIS PROJECTS LIMITED**  
Assignor Address : **5, Gorky Terrace, 2nd Floor, Kolkata - 700017,  
West Bengal, India.**  
Phone : **033 4020 1753**  
Email : **corporate@bengalaero.com**

It shall be the duty of the Allottee and BAPL 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 BAPL or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by BAPL 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** parties hereinabove named have set their respective hands and signed this Agreement for transfer/assign at Durgapur in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

Please affix  
photograph  
and sign  
the across  
the  
photograph

Please affix  
photograph  
and sign  
the across  
the  
photograph

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Assignor:

(1) \_\_\_\_\_

(Authorized Signatory)

Please affix  
photograph  
and sign  
the across  
the  
photograph

WITNESSES:

(1) Signature \_\_\_\_\_ NAME:

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_ NAME:

Address \_\_\_\_\_

**SCHEDULE 'A'**

**DESCRIPTION OF SAID LAND**

**All THAT** Piece and parcel of land admeasuring **Total [•] square feet** or thereabout lying and situated at District - Paschim Bardhaman comprised within Mouzas – Dakshinkhanda.

<b>Area Statement: Aarohi 2.0, Phase - I Plot Details</b>								
<b>SL No.</b>	<b>Mouza</b>	<b>Declaration No.</b>	<b>J.L. No.</b>	<b>Police Station</b>	<b>Khaitan No.</b>	<b>Dag No.</b>	<b>Total Area As per R.O.R</b>	<b>Aarohi 2.0, Phase - I Project Area</b>
							<b>acres</b>	<b>sqft</b>
<b>Total</b>								

## SCHEDULE 'B'

### DESCRIPTION OF SAID UNIT

**ALL THAT** the Duplex Building having Total Plot Area – [●] **Sq. Ft. Type – [●] (Unit – [●])**, consisting of G+1 storied building, comprising of [PROPERTY DETAILS] on the first floor, having total **Carpet Area of [●] Sq. Ft (G+1) and Total Built up Area is [●] Sq. Ft.** (hereinafter collectively referred to as the “**Said Duplex Building**”)

Description of Duplex Building Plot					
Mouza : [●], J.L No : [●], L.R Khatian No : [●]					
Gram Panchyat : [●], P.S : [●]					
Block Development Office : [●], B.L & L.R.O : [●]					
Area Calculation : Duplex Building Plot					
SL No.	Building No.	Building Block No.	L.R Dag No.	Dag Area as per R.O.R (In Acre)	Area under plot
					In SQF.
<b>Total</b>					

**DESCRIPTION OF THE DUPLEX BUILDING AND OPEN CAR PARKING SPACE**

Block No.	- [•]
Type	- [•]
Plot Area	- [•] Sq. Ft.
Carpet Area	- [•] Sq. Ft.
Built Up	- [•] Sq. Ft.

**BUTTED AND BOUNDED BY:**

ON THE NORTH	: [•]
ON THE SOUTH	: [•]
ON THE EAST	: [•]
THE WEST	: [•]

**SCHEDULE 'C'**

**Plan of the Duplex Building**



**Ground Floor Plan**

**First Floor Plan**

**SCHEDULE 'D'**  
**PAYMENT SCHEDULE**

<b>Event</b>	<b>Particulars</b>	<b>%</b>	<b>Amount</b>	<b>GST</b>	<b>Total</b>
On Booking	10% + GST as applicable				
On Agreement	5% + GST as applicable				
On Completion of Foundation	5% + GST as applicable				
On Completion of Ground Floor Roof Casting	10% + GST as applicable				
On Completion of Ground Floor BrickWork	10% + GST as applicable				
On Completion of 1st Floor Roof Casting	10% + GST as applicable				
On Completion of 1st Floor BrickWork	10% + GST as applicable				
On Completion of Plastering	10% + GST as applicable				
On Flooring of the Said Unit	10% + GST as applicable				
On Finishing of the Said Unit	10% + GST as applicable				
On or Before Possession of the Said Unit	10% + GST as applicable				
<b>Total</b>	<b>100% + GST as applicable</b>				

ADDITIONAL CHARGES				
1	EXTERNAL DEVELOPMENT CHARGES (EDC)	1,00,000 +18% GST		

**Any other TAX will be paid extra as per GOVT. rules if applicable.**

**SCHEDULE 'E'**  
**SPECIFICATIONS**

Specification	
Foundation	
Structure	
Bedroom	
Living/ Dining	
Kitchen	
Balcony	
Door	
Window	
Toilet	
External Finish	
Electrical	
Water storage	
Additional Water Connection	