



**KOLKATA WEST
INTERNATIONAL CITY**

STANDARD TERMS AND CONDITIONS
CUM ALLOTMENT AGREEMENT



This Standard Terms and Conditions cum Allotment (hereinafter STC) is made and executed on this _____ day of _____ 201

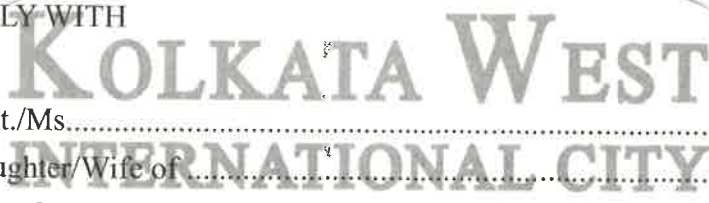
BETWEEN

Kolkata West International City Pvt. Ltd. (hereinafter referred to as the "Company" which means and includes its successors and assigns), a Private Limited Company incorporated under the Companies Act, 1956 and having its Registered Office at "Vichitra", Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road (NH-6) Crossing, Howrah - 711403, West Bengal,

AND

(1) Shri/Smt./Ms.
Son/Daughter/Wife of
Resident of

*JOINTLY WITH



(2) Shri/Smt./Ms.
Son/Daughter/Wife of
Resident of

*(To be filled up, if the allotment is in joint names)

(hereinafter jointly and severally referred to as "Allottee(s)" which expression shall unless excluded by or repugnant to the inconsistent or meaning thereof, shall mean and include his/her/their heirs, executors, administrators and successors)

OR

.....a Company incorporated under the provisions of the companies Act 1956 having its Registered office at.....represented herein by its Directors/Proprietor/Partner/Authorized Representative herein after referred to as the Allottee (Which term or expression shall unless repugnant to or inconsistent with the meaning thereof, shall mean and include its legal representative, Authorized signatory, successor in interest, assigns.)

WHEREAS:

- A. The Company has proposed to develop the "Kolkata West International City Township" -residential township on 390.20 (appx.) acres of land in Mouza Kona, Baltikuri, Pakuria, Bankra, Salap, Tetulkuli and Khalia, in the district of Howrah, West Bengal and this residential township shall comprise of various plots of land of different sizes for constructing and providing independent residential accommodation being BUNGALOW/ TWIN HOUSE/ ROW HOUSE on sublease basis having infrastructure, services, facilities and amenities etc. in phases.
- B. Kolkata Metropolitan Development Authority (hereinafter KMDA) has already executed a lease of 82.147 acres of land (hereinafter "**Land**") for a period of 999 years in favour of the Company vide a Lease Deed dated 21.12.2004 and the first phase of the residential township shall be developed on this said Land.
- C. The Company is entitled to grant sublease of any portion of the said Land and units to be constructed thereon for the unexpired period of 999 years.
- D. The Allottee(s) has applied for the Allotment of _____ in the residential township to be developed by the Company and the Company allotted _____ to the Allottee(s).
- E. The Allottee(s) has fully satisfied himself about the interest and title of the Company in the Land on which the development of the Township will be constructed and the Allottee(s) shall not be entitled to raise any objections/disputes in this regard.

ARTICLE - 1
DEFINITIONS

The following words and expression used in the Allotment letter and in this STC shall have the meanings as set forth below:-

- 1.1 **"Allottee(s)"** shall mean the person or persons to whom the Units have been allotted by the Company.
- 1.2 **"Architect"** shall mean such person as be appointed by the Company as architect for the Project.
- 1.3 **"Building"** shall mean the Bungalow/Twin House/Row House as the case may be.
- 1.4 **"Built up Area"** according to the context shall mean and include the plinth area of the Building and the thickness of the external and internal walls and columns; therein provided that if any wall or column be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit (and proportion of useable areas and internal staircase of the unit).
- 1.5 **"Common Areas"** shall also mean boundary walls of the adjoining Units.
- 1.6 **"Force Majeure"** means any event or combination of events or circumstances beyond the control of any Party herein which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:
 - (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
 - (b) Explosions or accidents;
 - (c) Strikes or lock outs;
 - (d) Critical non-availability of cement, steel or other construction materials due to general strikes of manufacturers, suppliers, transporters or other intermediaries;
 - (e) War and hostilities of terrorism, public unrest, riots or civil commotion;
 - (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts the development and implementation of the Project.
- 1.7 **"Letter of Handing Over"** shall mean the Letter to be issued by the Company to the Allottee when the Unit is ready for delivery as mentioned in Clause No 5.2 hereof.
- 1.8 **"Party"** shall mean either Company or Allottee(s) as the context may require and "Parties" mean both Company and Allottee(s) collectively.
- 1.9 **"Payment Plan"** means down payment plan and installment payment plan.

- 1.10 **"Phase I"** means the portion of the residential township on the said Land.
- 1.11 **"Possession Date"** shall mean the date on which the vacant and peaceful possession of the Unit is handed over to the Allottee(s).
- 1.12 **"Price"** shall mean the cost of the Unit as mentioned in the Provisional Allotment Letter.
- 1.13 **"Project"** means the Township to be developed by the Company at West Howrah in phases.
- 1.14 **"Provisional Allotment Letter"** shall mean the Letter of Allotment issued by the Company to an Allottee in respect of a Unit.
- 1.15 **"Retail Outlets"** means confined spaces from where commercial operations will operate.
- 1.16 **"Specification"** means the construction specification of the Unit as are mentioned in the Third Schedule hereunder written.
- 1.17 **"Transfer Documents"** shall mean Deed of Sub Lease in respect of the Unit.
- 1.18 **"Township"** means Kolkata West International City situated at Salap Junction, Howrah Amta Road and Bombay Road (Nh6) Crossing, Howrah-711403.
- 1.19 **"Unit"** shall mean the Building and the Land attributable to such Building as mentioned in the First Schedule.



**KOLKATA WEST
INTERNATIONAL CITY**

**ARTICLE-2
FACILITIES**

- 2.1 Phase I of the Project will be provided with infrastructure and facilities as detailed in the **Second Schedule**.
- 2.2 The specifications of construction of the Building are mentioned in the **Third Schedule** hereunder written. The Company reserves its right to alter the same generally or in respect of any Unit or part of the Residential Unit in accordance with law. If any alteration in Phase I of the Project is required by the statutory authorities or the local bodies, then the Company may do so without any prior intimation or consent from any of the allottee(s) and the allottee(s) shall be deemed to have given consent for the same. In case there is any increase/decrease in the measurement of the built-up area of the Unit, the Allottee shall consent to such increase/decrease and shall not raise any objection with regard thereto. However, in case of increase/decrease in the measurement of the built-up area of the Unit beyond 1 % (One Percent), the Allottee shall be liable to bear the extra cost or shall be liable to pay such amount proportionate to actual measurement of the Unit.
- 2.3 The Company proposes to develop a Club for the purpose of social activities. The Club may be developed simultaneous to or after the development of the residential township on the Land. The eligibility to avail the membership of the Club shall come with the possession of the unit or commencement of the facilities, whichever is later. The Allottee (s) shall pay charges as prescribed from time to time and also abide by the rules and regulations framed by the Club / Company to ensure the proper management of the Club. The said charges shall be based on the nature and quantum of the facilities available at the Club and other incidental factors affecting running and maintenance of the Club.

**ARTICLE-3
ALLOTMENT**

- 3.1 The allotment by the Company to the Allottee(s) is and shall continue to remain subject to the Allottee(s) compliance of the provisions hereunder written and as provided in the Provisional Allotment Letter. Timely payment of the payable amounts (Installment/Down Payment) in accordance with the Payment schedule as stipulated in the Provisional Allotment Letter shall be the essence of allotment.
- 3.2 In case of installment payment, the Allottee(s) has to pay the regular installments or any other extras, if payable, within 15 days from the date of issuance of the demand letter. In case of default, the Company shall have the right to accept the installment provided the Allottee(s) agree to pay interest at the rate of 18% per annum from the date of default till the date of payment for a maximum period of two months. In case of delay of more than 2 months, the company will have the option to cancel the provisional allotment and to deduct 5% of the price of the Unit on account of agreed Liquidated damages and refund the balance amount without any interest. No Allottee (S) shall delay or withhold payment on the ground of any dispute. The schedule of payment as stipulated in the Provisional Allotment Letter is final and binding on the Allottee(s).
- 3.3 In case any Cheque issued by the Allottee(s) is not honoured due to any reason whatsoever, the Allottee(s) will be liable to pay a charge of Rs.500/- (Rupees Five Hundred) only per Cheque for the same and the said due amount has to be paid within a maximum period of 60 days from the date of initial demand, provided the Allottee(s) agree to pay interest at the rate of 18% per annum from the date of default till the date of payment for a maximum period of two months. In case, the amount due to the Company is not paid within 2 months of its due date, the Allottee will be deemed to be in default and other consequences will apply as provided herein this STC.
- 3.4 In case of any change in the Unit (Provided to its availability) or change in payment plan by the Allottee, the Company shall charge a sum of Rs.2,500/- (Rupees Two Thousand Five Hundred) only for the same.
- 3.5 The Allottee(s) will not have the liberty to transfer/alienate the Unit in favour of any third party up to 6 months from the date of issuance of the Provisional Allotment Letter. After expiry of the said period, the Allottee can transfer the Unit subject to execution of all the necessary documents and payment of necessary fees.

3.6 The Allottee shall be entitled to transfer the Unit upon payment a fee Rs.2,500/- (Rupees Two Thousand Five Hundred) only in the following circumstances ;

- (a) Transfer to spouse ;
- (b) Transfer to or from a dependent parent ;
- (c) Transfer to or from children.

In case of such transfer, the Allottee is required to execute a Deed of Nomination on an appropriate stamp paper in the form as provided in the **Fourth Schedule** of this STC.

3.7 In case of any other transfer except those covered under the previous paragraph of this STC, the Allottee shall be entitled to transfer the Unit upon payment of a transfer fee equivalent to 2% of the Price of the Unit to the Company. In case of such transfer, the Allottee is required to execute a Deed of Nomination on an appropriate stamp paper in the form as provided in the **Fifth Schedule** of this STC.

3.8 Prior to any transfer, the Allottee(s) is required to clear all the outstanding dues, if any, to the Company and such transferee shall be deemed to have accepted the terms and conditions of STC. In case of joint allottee(s), all the Allottees) must agree to transfer the Unit and sign the Deed of Nomination. After the transfer, none of the joint Allottee(s) will have any rights and interest in the Unit.

3.9 If the Allottee(s) cancel/withdraw the allotment any time after payment of application money by serving a notice of his/her/ it's intention to do so upon the Company, the company shall have the liberty to deduct an amount of Rs.10,000/- (Rupees Ten Thousand) only in case the notice is served upon the Company within a period of 30 days from the date of the Provisional Allotment Letter and 5% of the Unit value in case the notice is served upon the company after the expiry of the period of 30 days from the date of Provisional Allotment Letter. The company shall have the liberty to re-allot the Unit to any third party thereafter and the prior allotment to the Allottee(s) shall stand cancelled and become null and void. All the rights of the Allottee(s) under the Provisional Allotment Letter shall also stand terminated.

ARTICLE-4
DOCUMENTATION

- 4.1 The draft for the execution of Transfer Documents shall be prepared by the Company and no change on this draft of Transfer Document shall be accepted by the Company.
- 4.2 The Allottee(s) has to deposit the Stamp Duty, documentation charges and Registration fees payable for such document including the incidental legal expenses to be incurred by the Company.
- 4.3 In the event of demise of the Allottee(s), the right to have the sub-lease of the Unit shall devolve upon the nominee or nominees as may be nominated by the Allottee(s), subject to the conditions that the Allottee(s) has executed and submitted to the Company a Nomination Form as prescribed in the **Seventh Schedule** of this STC and also the nominee continue to pay the amount of installments due with respect to the Unit and other charges to the Company and perform all the obligations which had to be otherwise discharged by the Allottee(s) had he not been deceased. However, the right of the nominee mentioned above under this clause shall be subject to any order for or declaration of legal heirs of the deceased Allottee (s) by the Court of law and the nominee shall be holding the Unit in trust for such legal heirs declared by the Court. In case of Joint Allottees, each Allottee is required to sign a separate Nomination Letter.
- 4.4 In the event any of the Allottee(s) die(s) without nomination, then the heirs of the Allottee(s) has/have to obtain appropriate legal documents from Court and only thereupon the Transfer Documents will be executed and registered by the Company in favour of such legal representative/executor. In case of Joint Allottees, the Transfer Document will not be registered until such legal document is obtained from Court, in respect of the Allottee who has expired.

ARTICLE-5
POSSESSION

- 5.1 Unless prevented by circumstances beyond the control of the Company and subject to Force Majeure, the Company shall ensure to complete the Unit as stipulated in the Provisional Allotment Letter in all respects. In case, possession of the Unit is not handed over after expiry of the time frame as mentioned in the Provisional Allotment Letter, the Company will be liable to pay prevailing Savings Bank rate of interest of the State Bank of India for each month of delay commencing after a grace period of six months from the date of possession as specified in the Provisional Allotment Letter and ending on the date of issuance of Letter of Handing Over, on the money paid by the Allottee(s) as compensation. These charges payable by the Company would be adjusted at the time of issuance of Letter of Handing Over to the Allottee (s). However, no compensation will be paid for delay in delivery of possession on account of Force Majeure.
- 5.2 On the completion of the Unit the Company shall issue Letter of Handing Over to Allottee(s) for giving [subject to fulfillment of the terms and conditions of this STC by the Allottee(s) the possession of Unit to the Allottee(s)].
- 5.3 Upon receipt of Letter of Handing Over from the Company, the Allottee (s) shall pay to the Company all amount payable on account of installment due (if any), interest, other charges and/or the Extras and Deposits mentioned in the **Sixth Schedule** of this STC within a period of 30 days from the date of issue of the Letter of Handing Over. If the Allottee (s) fails to pay the outstanding amount within 30 days from the date of Letter of Handing Over, the Allottee(s) shall be liable to pay the holding charges @ Rs.6/- per sq. ft. per month from the due date till the time Allottee(s) does not pay the outstanding amount. The holding charges shall be in addition to the amount payable by the Allottee(s) as their share of the Govt. or Municipal taxes, maintenance or other administrative charge, on a proportionate basis, as determined by the Company or the Facility Management Company, until the Allottee (s) has taken the actual physical possession.
- 5.4 The Company shall handover the possession of the Unit within 30 days from the date of payment of outstanding amount mentioned hereinabove Clause 5.3 of this STC. The Allottee(s) shall execute the Transfer Document on the prescribed format of the Company.
- 5.5 At or before the handing over possession of the Unit, the Company shall ensure that the Unit is free from all encumbrances, save and except, those created or agreed to be created by the Allottee(s) for financing payment of installments to the Company. Until then, the Company will be entitled to continue or create any encumbrances on the said Land or any part thereof for obtaining development and other finance or facility for Kolkata West International City Township and every part thereof and the Allottee (s) consent to the same and shall not raise any objection with regard thereto.

5.6 After receiving possession of the Unit, the Allottee(s) will be subject to the following obligations:-

- (a) No additional construction can be carried out by the Allottee(s).
- (b) No change can be done in the elevation.
- (c) No covering of car park or any part of terrace is allowed.
- (d) No fencing of garden area adjacent to the Unit is allowed.
- (e) No commercial operations will be permitted inside the Unit.

ARTICLE -6
MANAGEMENT AND MAINTENANCE OF
KOLKATA WEST INTERNATIONAL CITY

- 6.1 The Management and Maintenance of the Common Areas will be done either by the Company or through the Facility Management Company (FMC) nominated by the Company. The same will be subjected to the facility management rules which will be notified by the Company at a later stage.
- 6.2 Each Allottee(s) will subsequently have to sign an agreement stipulating the terms and conditions, including the fees, that would be payable to the Facility Management Company towards maintenance and cost of the facilities.
- 6.3 After completion of the Project, an Association of the Allottee (s) will be formed. All Allottee (s) shall compulsorily become members of the Association. The Company shall be deemed to be a member of the Association in respect of the Units held by it or remaining unsold Units. The Association will continue to avail the said Management and Maintenance facilities only through the Facility Management Company (FMC) and any agreement with the FMC shall not be terminated by the Association except with the approval of 80% (eighty percent) of its members.
- 6.4 The Company will regulate the operational management of the FMC up to formation of association of owners and the Company will hand over the said management and control to the Association who shall thereafter hold the same in trust for the Allottee (s).
- 6.5 It is hereby made clear that there will be only one Association to be formed by the Company for the entire Project and in no event the Company will be liable to admit or accept and/or acknowledge any other association nor any of the Allottee (s) shall be entitled to become a member of any other association or subscribe to the membership of any other Association relating to this Project.

- 6.6 In the event any Allottee(s) fails or neglects to pay the Maintenance Charges, the Service Charges or any other amount or defaults to pay any rates or taxes due and payable after the registration of the Transfer Documents and such default continues for more than three months, the Facility Management Company will have the first charge and/or lien over the proceeds (received by the disposing off/ subleasing the Unit) for the purpose of realization and/or recovery of arrears together with interest accrued thereon.

ARTICLE - 7
GENERAL

- 7.1 The decision of the Architect shall be final and binding on all matters relating to calculation of areas, construction, specifications, division of phases, common portions and other matters.
- 7.2 If any alteration of the Unit is required by the concerned authority, then the Company may do so without any prior permission or consent from any of the Allottee(s).
- 7.3 After receiving possession of the Unit, the Allottee will have no right or claim against the Company excepting for any defective workmanship of the Unit, if proved, to the satisfaction of the Architect. Such warranty shall continue only for a period of one year from the date of possession. If within the said period of one year, any defect is proved to the satisfaction of the Architect, the same will be remedied at the cost of the Company.
- 7.4 The Price has been fixed on the basis of approximate area of the Unit and in such an event only the Price shall be varied on the basis of the actual area certified by the Architect on completion thereof. The Allottee(s) shall not dispute the certificate by the Architect in the above regard.
- 7.5 The right of the Allottee(s) will remain restricted to the particular Unit allotted to him and the right over the remaining common parts and portions, open spaces will remain vested in the Company and the Company will be free to deal with and/or dispose off the same in its absolute discretion.
- 7.6 The Unit shall be separately mutated and assessed in respect of the aforesaid rates and taxes by their respective owners at their own costs and expenses with all the concerned authorities but only through the person specifically nominated by the Company for this purpose and none other.
- 7.7 If there are two or more Allottees for one Unit (the "**Joint Allottees**"), then all of them will be jointly and/or severally liable for due compliance and performance of the terms and conditions of the STC. Service of notice on the first Allottee will be deemed to be a proper service on all the Joint Allottees.

- 7.8 All dates mentioned herein shall stand extended by the period which the Company becomes unable to fulfill its obligations due to force majeure.
- 7.9 The Company reserves the right to give such name to any of the phases of Kolkata West International City Township or any of its other Components as it may deem fit.
- 7.10 The Company may assign its interest or delegate or nominate all or any of its rights and responsibilities hereunder to any other person or persons it may deem fit.
- 7.11 The Unit shall be impartible and indivisible and shall not be partitioned by metes and bounds amongst the Joint Allottee (s).
- 7.12 All payments will be made by Cheque at the Registered Office of the Company or its any authorized agents or any other places to be informed in writing by the Company from time to time. All payments will be made in Indian Rupees and in respect of any payments made in Foreign Currency, the same shall be subject to the exchange rate prevailing on the date of receipt of payment by the Company.
- 7.13 All notices and/or communications shall be deemed to be served on the date the same are sent by registered/speed post/courier/ e mail. These will be sent to the Allottee(s) at the addresses recorded with the Company for the time being. In case of the Company, it will be at the Registered Office or any other places to be informed in writing by the Company from time to time. Any changed address will have to be notified in writing to the company at its Registered Office.
- 7.14 The Allottee (s), if resident outside India, shall be solely responsible to comply with the provisions of Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment of acquisition of immovable properties in India. The Allottee(s) shall also furnish the required declaration to the Company on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall however, be made in Indian Rupees.

ARTICLE - 8
APPLICABLE LAW AND JURISDICTION

- 8.1 This STC shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 8.2 All the disputes arising out of and/or concerning this transaction will be subject to the exclusive jurisdiction of the Courts of Kolkata.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

FOR AND ON BEHALF OF:
Kolkata West International City Private Limited

(Authorised Signatory)

**KOLKATA WEST
INTERNATIONAL CITY**

**SIGNED AND DELIVERED
BY ALLOTTEE(S)**

WITNESS:

1.

2.

**THE FIRST SCHEDULE REFERRED TO:
(UNIT DETAILS)**

PLOT NO.	TYPE	LAND AREA	BLDG AREA	PRICE
	(Mt)	(Sq. Mt.)	(Sq. Ft.)	(INR)

**THE SECOND SCHEDULE REFERRED TO:
(INFRASTRUCTURAL FACILITIES)**

Water, Cable, Communication, Security, Garbage disposal, Drainage / Sewerage

Electricity: All Allottee(s) will be provided with individual meters from West Bengal State Electricity Board. Security deposit for installation and other monthly consumption charges will be directly borne by the Allottee(s).

Water: Water from Howrah Municipal Corporation will be supplied to all Allottee(s). The maintenance and regular supply will then be co-ordinated by the KWIC Facility Management Group.

Cable: Cable TV Connectivity will be provided to all Allotees in co-ordination with KWIC Facility Management Group at a monthly fee to be decided during possession.

Communications: Telephone communication will be provided.

Security: Safe, secure and round the clock security will be provided in all the phases of the project by the KWIC Facility Management Group.

Garbage Disposal: Quick, prompt and hygienic disposal of solid garbage to be monitored by the KWIC Facility Management Group to ensure high standard cleanliness within the project.

**THE THIRD SCHEDULE REFERRED TO:
(SPECIFICATIONS OF CONSTRUCTION - FINISHING)**

Exteriors :	Stone Cladding/Texture Coat Paint, Weather Coat exteriors.
Interior :	Finished Acrylic Paint in each room.
Flooring :	Vitrified Tiles.
Kitchen :	Vitrified tiles on floor, Granite Kitchen Counter with Stainless Steel Sink, Glazed Ceramic Tiles upto 2' above kitchen counter.
Toilet :	Vitrified Tiles, Glass Mosaic, Ceramic Tiles and Bathtub in Master Bathroom [except in type 6 x 12, 6 x 15 & 6 x 16].
Windows :	Anodized Aluminum Windows, Casement/Sliding.
Doors :	Polished flush door at main entrance with night latch. Flush doors in bedrooms, bathrooms and kitchen.
Hardware :	Brass (except in type 6 x 12) and Stainless Steel Hardware fittings of reputed make.
Electrical :	Concealed insulated copper wiring with Modular switches, A/c power points in all Bedrooms, Living rooms, Geyser point in all Bathrooms, Cable TV & Telephone point.
Water Supply :	24 hrs uninterrupted water supply.
Sanitary Fittings/Fixtures :	Wash basins, Water Closet and fittings of reputed make.

THE FOURTH SCHEDULE REFERRED TO:
(TRANSFER OF UNIT, FORMAT)
(DEED OF NOMINATION)

THIS DEED OF NOMINATION made this day of Two thousand and **BETWEEN** son of....., residing at (hereinafter called the "**NOMINATOR**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the First Part **AND** Son of, residing at..... (hereinafter called the "**NOMINEE**" which expression shall unless excluded by or repugnant to the extent shall deem to mean and include his heirs, executors, administrators, legal representatives and assigns) of the Second Part **AND KOLKATA WEST INTERNATIONAL CITY PVT LTD**, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Vichitra, Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road (NH-6) Crossing, Howrah - 711403, West Bengal, India, hereinafter called the '**CONFIRMING PARTY**' (which expression shall unless excluded by or repugnant to the extent shall deem to mean and include its Successors and Assigns) of the Third Part

WHEREAS

- A. By a Provisional Allotment Letter dated issued by the Confirming Party in favour of the Nominator (hereinafter referred to as the "**said Allotment Letter**"), the Confirming Party allotted to the Nominator All That the Bungalow/Twin House/Row House Category, Plot No which includes leasehold land measuringsq mt., built up areasquare feet at Kolkata West International City Township in the District of Howrah, West Bengal (hereinafter referred to as the Said Unit) on the terms and conditions mentioned in the said Allotment Letter and also Standard Terms and Conditions annexed thereto (hereinafter referred to as **STC**). The Confirming Party further agreed to grant sub-lease of the land for the residue period of 999 years of lease dated 21st December, 2004 granted by the Governor of West Bengal in favour of the Confirming Party on the terms and conditions therein mentioned.
- B. In terms of the Allotment Letter, the Nominator had paid a sum of Rs as earnest money and part payment of the consideration money to the Confirming Party.
- C. The Nominee has approached the Nominator to nominate the Nominee to have the benefits of the said Allotment Letter and out of natural love and affection the Nominator has agreed to the same on the terms and conditions herein mentioned subject to Nominee's agreeing to pay a sum of Rs.2,500/-, as Transfer Fee to the Confirming Party in terms of the said Allotment Letter.

NOW THIS DEED OF NOMINATION WITNESSETH as follows:

1. In consideration of the premises and out of natural love and affection which the Nominator has for the Nominee, the Nominator doth hereby nominate the Nominee to have the benefits of all the rights of the said Allotment Letter issued by the Confirming Party in favour of the Nominator along with STC including the benefit of payment of a part of the consideration money paid in respect of the Bungalow/Twin House/Row House Category....., Plot No.....which includes leasehold land measuringsq mt., built up area square feet at Kolkata West International City Township in the District of Howrah, West Bengal fully described in the Schedule hereunder written.
2. By virtue of such nomination, the Nominee shall be entitled to obtain the Deed of Sub-Lease in respect of the Said Bungalow directly from the Confirming Party in his/its name subject to making payment of the balance consideration amount and other amounts in terms of the said Allotment Letter.
3. The Confirming Party confirms and accepts the nomination made by the Nominator in favour of the Nominee and agrees with the Nominee that it will execute a Deed of Sub-Lease in respect of the Said Bungalow in favour of the Nominee without any further consideration but subject to the payment by the Nominee of balance consideration money, stamp duty, registration charges and incidental expenses thereto and fulfilling terms and conditions of STC by the Nonlinee.
4. The Nominator hereby declares and confirms that the Said Bungalow is free from all encumbrances and the Nominator will have no right, title, interest or claim in respect of the Said Bungalow.
5. The Nominator doth hereby further covenant with the Nominee that the Nominator has not at any time hereto before done or knowingly suffered to any act deed or thing whereby he/it may be prevented from transferring and nominating the benefits of the said Allotment Letter along with the STC in favour of the Nominee

THE SCHEDULE ABOVE REFERRED TO

All That the Bungalow/Twin House/Row House Category Plot No.
which includes land area of sq. mt. built up area sq.ft. at
Kolkata West International City Township in the District of Howrah, West Bengal.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day,
month and year first above written.

SIGNED AND DELIVERED by the
said NOMINATOR

at Kolkata in the presence of :-

SIGNED AND DELIVERED by the
said NOMINEE

at Kolkata in the presence of :-

**KOLKATA WEST
INTERNATIONAL CITY**

**FIFTH SCHEDULE REFERRED TO
(TRANSFER OF UNIT -FORMAT)
(DEED OF NOMINATION)**

THIS DEED OF NOMINATION made this.....day ofTwo thousand andBETWEEN son of....., residing at OR a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter called the "NOMINATOR" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns OR its Successors and Assigns) of the FIRST PART, , son of , residing at OR a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter called the "NOMINEE" which expression shall unless excluded by or repugnant to the extent shall deem to mean and include his heirs, executors, administrators, legal representatives and assigns OR its Successors and Assigns) of the SECOND PART AND KOLKATA WEST INTERNATIONAL CITY PVT LTD, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Vichitra, Kolkata West International City, Salap Junction, Howrah Amta Road and Bombay Road (NH-6) Crossing, Howrah - 711403, West Bengal, hereinafter called the 'CONFIRMING PARTY' (which expression shall unless excluded by or repugnant to the extent shall deem to mean and include its Successors and Assigns) of the THIRD PART

WHEREAS

- A. By provisional allotment letter datedissued by the confirming Party in favour of the Nominator (hereinafter referred to as the "said Allotment Letter"), the Confirming Party allotted to the Nominator All That the Bungalow/Twin House/Row House Category Plot No.....which includes leasehold land measuring sq. mt., built up area..... square feet at Kolkata West International City Township in the District of Howrah, West Bengal (hereinafter referred to as the Said Bungalow) on the terms & conditions mentioned in the said allotment letter and also standard terms & conditions annexed thereto (hereinafter referred to as STC). The confirming party for the agreed to grant sub-lease of the land for the residue period of 999 years of lease dated 21st December, 2004 granted by the governor of West Bengal in favour of the Confirming Party on the terms and conditions therein mentioned.
- B. In terms of the Allotment Letter, the Nominator had paid a sum of Rs..... as earnest money and part payment of the consideration money to the Confirming Party.
- C. The Nominee has approached the Nominator to nominate the Nominee to have the benefits of the said Allotment Letter and has agreed to pay a sum of Rs...../- for such nomination and the Nominator has agreed to be same on the terms and conditions herein mentioned subject to Nominee's agreeing to pay a sum of Rs...../- equivalent to 2% of the entire value of the said Bungalow as Transfer Fee to the Confirming Party in terms of the said Allotment Letter.

NOW THIS DEED OF NOMINATION WITNESSETH as follows;

1. In consideration of the premises and the sum of Rs./- (Rupees only) paid by the Nominee to the Nominator which the Nominator doth hereby admit and acknowledge as well as by the receipt hereunder written, the Nominator doth hereby nominate the Nominee to have the benefits of all the rights of the said Allotment Letter issued by the Confirming Party in favour of the Nominator along with STC including the benefit of payment of a part of the consideration money paid in respect of the Bungalow/Twin House/Row House Category, Plot No.....which includes leasehold land measuring sq mt., built up area square feet at Kolkata West International City Township in the District of Howrah, West Bengal fully described in the Schedule hereunder written. ..
2. The Nominee has paid today to the Confirming Party a sum of Rs./- as Transfer Fee in terms of the said Allotment Letter which the Confirming Party doth hereby admit and acknowledge.
3. By virtue of such nomination, the Nominee shall be entitled to obtain the Deed of Sub-Lease in respect of the Said Bungalow directly from the Confirming Party in his/its name subject to making payment of the balance consideration amount and other amounts in terms of the said Allotment Letter.
4. The Confirming Party confirms and accepts the nomination made by the Nominator in favour of the Nominee and agrees with the Nominee that it will execute a Deed of Sub-Lease in respect of the Said Bungalow in favour of the Nominee without any further consideration but subject to the payment by the Nominee of balance consideration money, stamp duty, registration charges and incidental expenses thereto and fulfilling terms and conditions of STC by the Nominee.
5. The Nominator hereby declares and confirms that the Said Bungalow is free from all encumbrances and the Nominator will have no right, title, interest or claim in respect of the Said Bungalow.
6. The Nominator doth hereby further covenant with the Nominee that the Nominator has not at any time hereto before done or knowingly suffered to any act, deed or thing whereby he/it maybe prevented from transferring and nominating the benefits of the said Allotment Letter along with the STC in favour of the Nominee.

THE SCHEDULE ABOVE REFERRED TO

All That the Bungalow/Twin House/Row House CategoryPlot No.
..... which includes land area of sq. mt. built up area
sq.ft. at Kolkata West International City Township in the District of Howrah, West
Bengal.

IN WITNESS WHEREOF the parties hereto have executed these presents the day,
month and year first above written.

SIGNED AND DELIVERED by the
said NOMINATOR
at Kolkata in the presence of;

SIGNED AND DELIVERED by the
said NOMINEE
at Kolkata in the presence of:



**KOLKATA WEST
INTERNATIONAL CITY**

THE SIXTH SCHEDULE REFERRED TO:

(PAYMENTS - ON POSSESSION)

[Extras & Deposits]

Part -I

[Extras]

1. **Additional Work:** The cost of any work done or facility provided in the Unit in addition to those mentioned in the specifications, at the request of / or with consent of the Allottee(s) and in such case, if the Company agrees to do any work, or provide any facilities as requested by the Allottee (s), then the savings (if any) of the Company for doing so shall NOT be refunded to the Allottee(s) or adjusted in his account. If the Allottee(s) desires to have upgraded finish and if the company agrees, in such situation, the Allottee will have to bear the difference in cost.
2. **Documentation Charges:** All costs for transfer of the Unit and registration of the Sub-Lease including stamp duty and registration fees will be charged as per prevailing rate during the delivery period of the Unit which is to be informed along with the last Installment to be paid directly to the Company. The Company is also entitled to charge @ 0.75% of the total consideration price of the Unit as documentation charges, including legal fees from the Allottee (s).
3. **Recreation Centre:** All the Charges under the Recreation Centre / Amenities will be decided and charged as per rate to be decided at the appropriate time before operation of the same.
4. **Mutation Cost:** All rates, taxes, fees and incidental cost of Mutation as specified by the Company as mentioned in Clause 5.6.

Part -II

[Deposits]

1. **Maintenance Deposit:** Such deposits will be charged as per rate to be decided at the appropriate time before possession.
2. **Municipal Taxes:** Prevailing rate applicable as per Square feet of Saleable area on account of Proportionate share of rates and taxes of the Municipality and/or authorities, to be applied for the same to be refunded upon mutation and separate assessment, the Company may ask for further deposits from time to time. The Company retains the right to apply this deposit for the purpose of such payment.

THE SEVENTH SCHEDULE REFERRED TO:

(NOMINATION FORM)

[To be printed on Rs 10/- Stamp Paper]

To
Kolkata West International City Pvt. Ltd
Vichitra, Kolkata West International City
Salap Junction, Howrah Amta Road and Bombay Road (NH-6) Crossing
Howrah - 711403, West Bengal

I, son/daughter of
residing at.....

[Names and addresses of the Allottee(s)] made an application to Kolkata West International City Private Limited (Company) for allotment of Bungalow/Twin House/Row House at Kolkata West International City Township and the said Company has issued a Provisional Allotment Letter dated having Customer Identity No..... in my favour on the terms and conditions mentioned therein.

I hereby nominate Mr./Ms
son/daughter/wife of Mr./Ms
..... residing at to be
my Nominee being one of my heirs to have all benefits including the payments made by me in terms of the said Provisional allotment Letter and to have the sublease in his/her favour subject to fulfillment of all the terms and conditions mentioned in the Provisional Allotment Letter dated..... and the Standard Terms and Conditions.

Yours Faithfully

A project supported by KMDA



Universal Success Enterprises

KOLKATA WEST
INTERNATIONAL CITY

Kolkata West International City Pvt. Ltd.

"Vichitra", Kolkata West International City, Salap Junction
Howrah Amta Road and Bombay Road (NH-6) Crossing,
Howrah 711403, West Bengal, India

www.kolkatawest.in