

**AGREEMENT FOR SALE [SPRIHA] UNDER WBHIRA**

**THIS AGREEMENT FOR SALE** is made at Kolkata this \_\_\_\_ day of \_\_\_\_\_, Two thousand Eighteen **BETWEEN BENGAL SHAPOORJI HOUSING DEVELOPMENT PRIVATE LIMITED, [PAN.AACCM1595P], [CIN.U65990MH1988PTC049619]**, a Private Limited Company within the meaning of the Companies Act, 2013 (Act No.18 of 2013), having its Registered Office at 70, Nagin Das Master Road, Fort, Mumbai-400023 and also having one of its branches at P.S Srijan Corporate Park, Unit 903, 9<sup>th</sup> Floor, Tower-I, Plot No.G2, Block- P, Sector-V, Salt Lake City, Police Station Electronic Complex and Post Office Sech Bhawan, Kolkata-700091 (hereinafter referred to as "**the Promoter**"/"**BSHDPL**" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **First Part, WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, [PAN.AAACW4115F] [CIN.U70101WB1999SGC089276]**, a Government of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) and the Planning Authority, as appointed by the State Government vide order No.1490-HI/HG/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999 in respect of the Planning Area declared as such under Notification No.1423/HG/NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, having its Registered Office at "HIDCO BHABAN", 35-1111, Major Arterial Road, 3<sup>rd</sup> Rotary, Police Station and Post Office – Rajarhat, Kolkata-700156 having represented by its constituted attorney **SHAPOORJI PALLONJI AND COMPANY PRIVATE LIMITED**, hereinafter described, in pursuance of the registered Agreement and Power of Attorney both dated 7<sup>th</sup> March, 2007 (hereinafter referred to as "**the Owner**"/"**WBHIDCO**" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators and successor or successors) of the **Second Part, SHAPOORJI PALLONJI AND COMPANY PRIVATE LIMITED, [PAN.AAACS6994C] [CIN.U45200MH1943PTC003812]**, a Private Limited Company within the meaning of the Companies Act, 2013 (Act No.18 of 2013) [Before conversion known as "SHAPOORJI PALLONJI AND COMPANY LIMITED", now being converted into a Private Limited Company], having its Registered Office at 70, Nagin Das Master Road, Fort, Mumbai-400023 and also having its Administrative Office at "S.P Centre", 41/44, Minoo Desai Marg, Colaba, Mumbai-400005 and also having one of its branches at P.S Srijan Corporate Park, Unit 903, 9<sup>th</sup> Floor, Tower-I, Plot No.G2, Block- P, Sector-V, Salt Lake City, Police Station Electronic Complex and Post Office Sech Bhawan, Kolkata-700091 (hereinafter referred to as "**the Confirming Party**"/"**SPCPL**" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **Third Part AND** the Allottee/Allottees as mentioned in the **First Schedule** hereunder written (hereinafter referred to as "**the Allottee**"/"**the Allottees**": which term or expression shall

unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **Fourth Part**.

[The Promoter/BSHDPL, the Owner/WBHIDCO, the Confirming Party/SPCPL and the Allottee shall hereinafter collectively referred to as "**the Parties**" and individually as "**Party**".]

**Definitions** – For the purpose of this Agreement for Sale, unless the context otherwise requires –

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) ;
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 ;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 ;
- (d) "**Section**" means a Section of the Act ;

**WHEREAS** :-

1. The Government of West Bengal (hereinafter referred to as "**GOWB**") after launching the Project of setting up New Town, Kolkata through WBHIDCO has decided to undertake a large scale construction of Housing Complex in order to address the housing problem in Kolkata by implementation of a Mass Housing Project in New Town, Kolkata.

2. With this end in view, WBHIDCO had invited Detailed Expressions of Interest (DEOI) from the reputed developers, builders and construction companies with adequate financial capability, resources and experience, inter alia, for development of 150 Acres of land in AA-III, New Town, Kolkata, situated to the North of Bagjola Canal, proposed to be allotted on "as is where is basis" for construction thereon 20,000 dwelling units for people of Low Income Group and middle income group (hereinafter referred to as "LIG and MIG") along with physical and social amenities for new habitants as prescribed in Detailed Expression of Interest (DEOI) [all that the 150 Acres of land are hereinafter referred to as "**the Mass Housing Plot**".].

As regards the specification of the dwelling units are concerned in Mass Housing Plot of 150 Acres, each apartment consists of one bed room, hall, kitchen, toilet varandah/balcony (hereinafter collectively referred to as "1BHK"), shall have minimum 320 Sq.ft. carpet/lockable space and each apartment consists of two bed rooms, hall, kitchen,

varandah/balcony, toilets (hereinafter collectively referred to as “2BHK”) having minimum 480 Sq. ft. carpet/lockable space for LIG and MIG respectively.

3. WBHIDCO agreed to provide only peripheral services including approach road, drinking water supply, street lighting, storm water drainage, sewerage and solid waste management etc. WBHIDCO may also facilitate for providing required power supply from West Bengal State Electricity Distribution Company Limited (WBSEDCL)/New Town Electric Supply Company Limited (NTESCL).

4. The Project is agreed to be implemented phase-wise as per Building Rules & Regulations as applicable in New Town, Kolkata.

5. After considering the respective expressions of interest submitted by all the contesting bidders with special adherence to their individual presentation in respect of all the selection criteria fixed for evaluation of different aspects of the scheme, WBHIDCO finally selected SPCPL and awarded with the sole responsibility of developing the Mass Housing Project in New Town. Accordingly, a Letter of Allotment was issued by WBHIDCO on 8<sup>th</sup> December, 2005 communicating inter alia, that land having area of 150 Acres situated to the North of Bagjola Canal is allotted to SPCPL for development and construction thereon of 20,000 dwelling units for LIG and MIG at a total consideration of Rs.120 Crore only subject to the terms and conditions embodied in the said Letter of Allotment and also subject to the terms and conditions hereinafter appearing.

6. By a Development Agreement dated 7<sup>th</sup> March, 2007, made between WBHIDCO and SPCPL, WBHIDCO accepted SPCPL, as the Developer and SPCPL agreed to promote and develop the said Mass Housing Plot, having an area of 150 acres of land, be the same a little more or less, situated to the North of Bagjola Canal at New Town, morefully described in **Part-I of the Second Schedule** hereunder written and to construct thereon 20,000 dwelling units of LIG and MIG along with physical and social amenities for new habitant and on the terms and conditions as contained in the said Development Agreement. The said Development Agreement was registered at the Office of the Additional District Sub-Registrar Bidhannagar (Salt Lake) in Book No.I, Volume No.108, Pages 85 to 144 [C.D Volume No.1, Pages 7204 to 7264], Being Deed No.01838 for the year 2007 (hereinafter referred to as “**the Development Agreement**”).

7. Pursuant to the Development Agreement, the full price of the Mass Housing Plot was paid by SPCPL to WBHIDCO and on payment of such consideration amount, SPCPL

and/or BSHDPL took possession of the said Mass Housing Plot from WBHIDCO for the purpose of construction of the Mass Housing Project.

8. SPCPL nominated its associate BSHDPL to construct the Mass Housing Project at the aforesaid plot. The said nomination was agreed and approved by WBHIDCO by its letter No.M-1739/HIDCO/Admn-867/2005 dated 13<sup>th</sup> April, 2007. In terms of the said letter the clauses/terms and conditions of the Development Agreement would continue to be binding on BSHDPL and the SPCPL jointly and severally.

9. By virtue of the said Development Agreement and pursuant to SPCPL's nomination, which was consented and agreed by WBHIDCO, BSHDPL started construction of dwelling units pertaining to the Mass Housing Project now named "Shukhobrishti" and for better convenience in view the Block consisting of UMIG Units is named as "SPRIHA Block".

10. BSHDPL, in the meantime, has completed Phase \_\_\_ of UMIG units pertaining to SPRIHA Block, consisting of In-Stilt parking space + Fourteen storied buildings with walk-up staircase to be used mainly for residential purpose and partly earmarked for commercial usage. The said buildings were erected as per the master layout plan of the Mass Housing Project as also building plan for construction of the buildings on the Mass Housing Plot, which has already been sanctioned by the concerned authority.

11. During execution of the project work various disputes and differences arose between the parties, namely, WBHIDCO and SPCPL/BSHDPL, inter alia, relating to the delay in implementing the terms of the Development Agreement, referred to above, due to lack of infrastructure, hindrances and obstructions etc., faced by BSHDPL. The said disputes were ultimately referred to the Arbitration and the Learned Arbitrator made and published his award on 25<sup>th</sup> March, 2011, which inter alia, provides as follows:-

- (i) WBHIDCO would revise the mix of the Mass Housing Project by permitting BSHDPL/SPCPL to construct 8000 dwelling units for LIG, 8000 dwelling units for MIG (Lower) and 4000 bigger dwelling units for MIG (Upper) on project area of 150 acres and also revise income eligibility criteria as per Housing Department's circular.
- (ii) WBHIDCO and the Promoter would execute a proper Supplemental Agreement incorporating revised Mix, new prices for dwelling units to be constructed and sold from 2011 upto March 31, 2016 under Mass Housing Project/ Scheme, and other changes as required under this Award, as early as possible without any delay, preferably within 3 (three) weeks from the date of publication of this Award.

(iii) BSHDPL and WBHIDCO on mutual consent will be at liberty to modify and upgrade any of the terms and conditions of the Development Agreement dated 7<sup>th</sup> day of March, 2007 as and when required without prejudice to the main purpose and object by execution of a proper supplementary agreement and no amendment and/or modification in terms of the aforesaid Development Agreement would be binding on any party unless reduced in writing and signed by both the parties.

12. By a Supplementary Agreement dated 13<sup>th</sup> April, 2013 certain terms and conditions of the Development Agreement dated 7<sup>th</sup> March, 2007 were modified/revised to the extent mentioned therein.

The said Supplementary Agreement was registered at the Office of the Additional District Sub-Registrar at Rajarhat (ADSR, Rajarhat) and recorded in Book No.I, CD Volume No.6, Pages 11709 to 11725, being Deed No.04279 for the year 2013.

13. The Parties thereto in the Supplementary Agreement inter alia, agreed that the revision of the Mix of the Mass Housing Project to be constructed by BSHDPL on the Mass Housing Plot will be as under ;

- (a) 10,444 dwelling Units for LIG, each having minimum plinth area of 400 Square feet, a little more or less;
- (b) 3,840 dwelling Units for MIG (Lower), each having minimum plinth area of 600 Square feet, a little more or less;
- (c) 5716 dwelling Units for MIG (Upper), each having minimum plinth area of 800 Square feet a little more or less or thereabout;

The Parties thereto also agreed to the revised income eligibility criteria of the applicant for Apartment in the Mass Housing Project which would be in accordance with the circular published by the Housing Department and as revised and/or to be revised from time to time

14. BSHDPL for part financing its "SHUKHOBRIHSHTI" Project has approached RBL Bank Limited, South Indian Bank Limited and Shamrao Vithal Co-operative Bank Limited [hereinafter referred to as "the Lenders"], to grant to it Term Loan of Rs.200 Crore and at the request of BSHDPL, the Lenders have granted and/or agreed to grant to BSHDPL Term Loan of Rs.200 Crore, upon condition inter alia, that the said Term Loan should be secured by mortgage over and in respect of BSHDPL's right, title, interest, whatsoever on the immovable property containing an area of **93.35 Acres** out of 150 Acres of land located at Premises No. and Plot No.III E/1 and E/2, Mouza Patharghata, J.L.No.36, situated at the North of Bagjola Canal, Action Area-III, New Town, Rajarhat, Kolkata-700156 within

the District of North 24 Parganas [hereinafter referred to as "**Rajarhat, New Town Property**"] in a form and manner satisfactory to the Lenders.

15. Accordingly, pursuant to the Facility Agreement, as modified by Novation and Transfer Notices and Amendment Agreement, the Lenders at the request of BSHDPL, have granted and/or agreed to grant to the Borrower Term Loan to the extent of Rs.200 Crore, on the terms, conditions, stipulations and provisions as contained in the Facility Agreement, as aforesaid. Thereafter, a Security Trustee Agreement was entered into on 18<sup>th</sup> May, 2015 amongst IDBI Trusteeship Services Limited, therein referred to as "the Security Trustee", the Lenders, the Lenders' Agent RBL Bank Limited and BSHDPL, as the Borrower (hereinafter referred to as "**Security Trustee Agreement**"), whereby IDBI Trusteeship Services Limited was appointed, as the Security Trustee, for and on behalf of the Lenders.

16. By an Indenture of Mortgage dated 1<sup>st</sup> July, 2015 made amongst BSHDPL, as the Borrower of the First Part, SPCPL of the Second Part, IDBI Trusteeship Services Limited, as the Security Trustee of the Third Part, BSHDPL, as the Borrower created first mortgage and/or charge over all its right, title, interest, benefit, claims, demands whatsoever in respect of "Rajarhat, New Town Property", containing an area of 93.35 acres, be the same a little more or less, more fully described in Schedule-II thereto together with all buildings, erections, constructions standing thereon or on part thereof, both present and future, together with the movable assets of BSHDPL and all the rights, title, interest, claims, benefit of BSHDPL in all its Bank Account(s), both present and future (hereinafter collectively referred to as "**the mortgaged Property**") as security for due repayment and redemption of Term Loan and other Facility to the extent of Rs.200 Crore together with all interests, additional and/or compound interest in the form of liquidated damages, if any, costs, charges and expenses payable or to become payable by BSHDPL, as the Borrower to the Lenders. The said Indenture of Mortgage was registered at the Office of the Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas, in Book No.I, Volume No. 1523-2015, Pages 38533 to 38570, Being No.152307312, for the year 2015 (hereinafter referred to as the "**Mortgage Deed**").

17. By a Deed of Release dated 13<sup>th</sup> day of June, 2017 made between IDBI Trusteeship Services Limited, therein referred to as the "Security Trustee", BSHDPL, therein referred to as "the Borrower" and SPCPL, the Security Trustee, with the consent and/or concurrence of the Lender's Agent and/or the other Lenders more particularly mentioned therein released and discharged in favour of BSHDPL all that 17.86 Acres of land out of 93.35 Acres of mortgaged property together with 5 Buildings in Cluster C and

26 Buildings in Cluster D consisting of 1616 1BHK Apartments and 32 Sky Gardens (for common use) more particularly mentioned in the Second Schedule thereunder at the Premises No. and Plot No.III E/1 and E/2, Mouza Patharghata, J.L.No.36 situated at the North of Bagjola Canal, Action Area-III, New Town, Rajarhat, Kolkata-700156 for the valuable consideration therein mentioned.

The said Deed of Release was registered at the Office of the ADSR, Rajarhat, New Town, 24 Parganas (North) and recorded in Book No.I, Volume No.1523-2017, Pages from 145747-145836, Being No.152305213, for the Year 2017.

18. Consequent upon release of 17.86 Acres of land together with Buildings and/or structures constructed/to be constructed thereon (hereinafter referred to as "the Released Property") out of 93.35 Acres of the mortgaged property, the said released property is not affected by any sort of encumbrances, charges, lien etc, save and except the rights of WBHIDCO, as the Owner thereof. BSHDPL, as the Promoter for itself and on behalf of WBHIDCO is entitled to sell the Apartments including the common areas and/or portions pertaining thereto to its end-users free from all encumbrances.

19. BSHDPL further approached the Lenders and/or the Lenders' Agent RBL Bank and the Security Trustee to release another portion of the mortgaged property containing an area of 3.79 Acres of land, be the same a little more or less, together with 4 Buildings consisting of 703 independent 3 BHK Apartments and 40 Sky Gardens constructed and/or erected thereon for handing over the same to the end users free from all encumbrances.

20. The Lenders' Agent RBL Bank, at the request of BSHDPL for itself and on behalf of the other Lenders agreed to further release a portion of the mortgaged property containing an area of 3.79 Acres of land together with Buildings and/or structures and accordingly, by a Deed of Release dated 5<sup>th</sup> day of September, 2018 executed by IDBI Trusteeship Services Limited, therein referred to as the Security Trustee in favour of BSHDPL and SPCPL, IDBI Trusteeship Services Limited with the consent and/or concurrence of the Lenders' Agent and the Lenders as aforesaid, further released a portion of the mortgaged property containing an area of 3.79 Acres together with 4 Buildings and/or Towers comprised in SPRIHA Block having 703 3BHK independent Apartments and 40 Sky Gardens more particularly described therein situated in Plot Nos.E/1 and E/2 now being Premises No.02-0931 at Mouza Patharghata, J.L.No.36, situated at the North of Bagjola Canal, Action Area-III, New Town, Rajarhat, Kolkata-700156 within the District of North 24 Parganas. The said Deed was duly registered at the Office of the ADSR Rajarhat, New Town, 24 Parganas (North) and recorded in Book No.I, Volume No.1523-2018, Pages from 327514-327570, Being Deed No.152310167, for the year 2018.

21. Consequent upon execution and registration of the Deeds of Release as recited above, the total area of land released measuring about 21.65 Acres out of 93.35 Acres of mortgaged property, together with the buildings and/or structures thereon or on part thereof and accordingly, WBHIDCO and BSHDPL are entitled to sell the Apartment(s) including the common areas and portions pertaining thereto and the parking spaces to the end-users free from all encumbrances.

22. Pursuant to the advertisement and the Brochure published and circulated by BSHDPL, the Allottee above named, has decided to make an application for 3 BHK Apartment and accordingly, the Allottee has inspected, scrutinized and is satisfied with WBHIDCO's right, title, interest in the Mass Housing Plot and the Promoter's and SPCL's right to develop and promote the said Mass Housing Project on the Mass Housing Plot, the sanctioned plans, the powers, authorities of BSHDPL and the Confirming Party, the plans, specifications of the construction, a copy whereof is hereto annexed and marked "**A**" and/or other documents including the General Terms and Conditions ("GTC") as issued and circulated by the Promoter along with its Brochure relating to the Mass Housing Complex and thereafter, has submitted an Application for Allotment and upon drawing of lottery the said Allottee was chosen as one of the successful applicants and has been allotted 3BHK Apartment bearing No.\_\_\_\_ admeasuring **680 Square feet** of Carpet Area, excluding Balcony as mentioned in the **Third Schedule** hereunder written on the \_\_\_\_\_ Floor of the Building and/or Stair Case No. \_\_\_\_ in the said Project in Tower No. \_\_\_\_\_ in \_\_\_ Block/Cluster, as described in the **Third Schedule** hereunder written pertaining to SPRIHA Block, more fully described in **Part-II of the Second Schedule** hereunder written, in Cluster \_\_\_\_ more fully described in **Part-III of the Second Schedule** hereunder written (hereinafter referred to as "**the said Apartment**"/"**the said Residential Apartment**").

22.1. "**Plinth Area**" means built-up area of the Apartment + Proportionate area of common spaces in that floor.

22.2. "**Carpet Area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

23. The Promoter has registered and/or agreed to register the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority appointed/to



be appointed by the Government of West Bengal (GOW) under the applicable provisions of the Act.

24. The Promoter as well as the Owner that is WBHIDCO is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which the Project is to be constructed have been completed.

25. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Mass Housing Project and also for the Apartment, plot or building, as the case may be from \_\_\_\_\_ [name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except some minor additions and/or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee and in strict compliance with Section 14 of the Act and other relevant Laws as applicable thereto.

26. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

27. In terms of the Act, the Promoter along with WBHIDCO is/are required to execute an Agreement for Sale for the said Apartment with the Allottee, being these Presents and also to register the Agreement under the applicable provisions of the Registration Act, 1908 as amended upto date.

28. This Agreement is being entered into between the Parties hereto pursuant to the Allottee's Application for Allotment of Apartment and in terms of Provisional Allotment Letter issued by the Promoter as also subject to the terms, conditions, stipulations and provisions as contained in the Brochure/General Terms and Conditions ("GTC") as issued by the Promoter but if there is any contradiction between the terms and conditions as contained in the Provisional Allotment Letter, "GTC" and the terms and conditions as contained in this Agreement, in such event, the terms and conditions as contained in this Agreement shall always prevail as this Agreement is entered into superseding all the terms and conditions and understanding for sale of the said Apartment by BSHDPL and/or WBHIDCO to the Allottee and finally on the terms, conditions, stipulations and provisions hereinafter contained.

29. The Allottee had applied for 3 BHK Apartment pertaining to SPRIHA Block in Shukhobrishti Project, Phase \_\_\_\_, vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted the Apartment No. \_\_\_\_\_ admeasuring **680 Square feet** of Carpet Area, excluding Balcony as mentioned in the **Third Schedule** hereunder written on the \_\_\_\_\_ Floor, in tower/Block/Building No. \_\_\_\_\_ and more fully described in the **Fourth and the Fifth Schedule** hereunder written (hereinafter referred to as "**the said Apartment**") more particularly described in the **Third Schedule** hereunder written and the floor plan of the Apartment is annexed hereto and marked with the letter \_\_\_\_\_ .

30. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed hereunder.

31. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the rights, regulations, notifications applicable to the Mass Housing Project.

32. The Parties, relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions, stipulations and provisions as contained in this Agreement and all applicable Laws are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

33. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereto, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in the **Third Schedule** hereunder written.

**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 :**

1.1. Subject to the terms and conditions as contained in this Agreement, BSHDPL, the Promoter herein for itself and on behalf of WBHIDCO agree to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter and/or WBHIDCO all that the Apartment, being numbered \_\_\_\_\_ on the \_\_\_\_\_ Floor of the building having Stair Case No. \_\_\_\_\_, more fully described in **item No.1 of the Third Schedule** hereunder written together with undivided share or interest in the land attributable to the said Apartment comprised in **Cluster-\_\_\_\_**, more fully described in **Part-III of the Second Schedule**

hereunder written, pertaining to SPRIHA Block, more fully described in **Part-II of the Second Schedule** hereunder written, being part of the Plots/Premises being No.E/1 (now being a portion of Premises No.02-0931), situated at North Bagjola Canal AA-III, in New Town Rajarhat, Kolkata-700156, more fully described in **Part-I** of the **Second Schedule** hereunder written more fully described in **item No.2 of the Third Schedule** hereunder written together with undivided, proportionate share in the common parts and common areas of the building/Cluster/block comprised in Plot No.E/1 (now being a portion of Premises No.02-0931) as specified in the **Fifth Schedule** hereunder written and also all rights of user of the common parts, common areas as also certain other social facilities and amenities as specified in the **Fourth Schedule** and the **Fifth Schedule** in common with other Apartment Owners of SPRIHA Block, being part of the Mass Housing Complex, named “**SHUKHOBRIHTI**” and the concerned block for the beneficial use and enjoyment of the said Apartment subject to the provisions contained herein but otherwise free from all encumbrances, charges, liens, lispendens, trust, execution and attachment/acquisition/requisition proceedings and all other liabilities whatsoever and the easement or quasi-easement and other stipulations and / or provisions in connection with the beneficial use and enjoyment of the said Apartment as mentioned in the **Seventh Schedule** hereunder written (all the rights and properties to be sold and transferred and/or expressed or intended so to do is hereinafter collectively referred to as “**the said Apartment**”) **AND** also the reversion or reversions and remainder or remainders and the rent, issues and profit thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and equity of the Promoter and the Owner in the said Apartment or any part or parcel thereof **EXCEPTING AND RESERVING** such easement or quasi-easements, rights and privileges as are mentioned in the **Eighth Schedule** hereunder written **SUBJECT TO** the payment of the full Consideration Amount by the Allottee to the Promoter and/or other and also subject to the execution of the Conveyance in favour of the Allottee and subject to the observance of the other terms, conditions and covenants and the stipulation and obligations to be observed by the Allottee as mentioned in the **Ninth Schedule** hereunder written as also in the Deed of Conveyance to be executed in favour of the Allottee by WBHIDCO and/or the Promoter **SUBJECT TO the Allottee’s paying and discharging** taxes and impositions on the said Apartment wholly and the common expenses as are mentioned in the **Sixth Schedule** hereunder written and all other outgoing in connection with the said Apartment and the said Building/Cluster/Block and the Housing Complex proportionately **AND ALSO SUBJECT** to the Owner and/or the Promoter’s right to commence, continue and complete construction of the Mass Housing Project.

1.2. The Total Consideration Amount for 3BHK Apartment based on the Carpet Area is Rs. 7,26,194/- (Rupees Seven Lac Twenty Six Thousand One Hundred Ninety Four) only (excluding Tax) :

Block- SPRIHA Apartment No..... Stair Case No. .... Cluster ..... Type : U-MIG Floor ..... Carpet Area 680 Square feet	Rate of Apartment per Square feet *

**Explanation :**

(i) The Total Consideration Amount includes booking amount paid by the Allottee to BSHDPL towards Consideration Amount of the Apartment ;

(ii) The total Consideration Amount above excluding Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over of possession of the Apartment ;

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

(iii) BSHDPL, as the Promoter, has already intimated/agreed to intimate to the Allottee, the amount payable in installments as stated in (i) above and the Allottee shall make payment of the same on each due date. In addition, BSHDPL, as the Promoter shall provide to the Allottee, the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Consideration Amount includes proportionate share in the Common Areas as provided in this Agreement.

1.3. The Total Consideration Amount 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. BSHDPL, as the

Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges, imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4. The Allottee shall make the payment as per the payment plan set out in the **Eleventh Schedule** hereunder written.

1.5. It is agreed that BSHDPL, as the Promoter shall not make any additions and/or alterations in the sanctioned plan, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Apartment (which shall be in conformity with the brochure and GTC on the basis of which sale is effected), without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required due to architectural or structural reasons, or 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.

1.6. The Allottee agrees that the calculation of Carpet Area in respect of said Apartment is based upon the plans approved by the Concerned Authority and the same may undergo minor variation at the time of completion of construction of the said Apartment. The Promoter agrees that the variation in the Carpet Area while handing over the said Apartment to the Allottee shall not be more than **+/- 3%(three percent)** of the Carpet Area of the said Apartment agreed under this Agreement. Notwithstanding anything contained herein, the Allottee hereby agrees that any such change/revision in the Carpet Area of the said Apartment up to **+/- 3% (three percent)** is acceptable and binding upon him/her/them and he/she/they shall not object to such variation at any time. The total price payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area beyond the defined limit then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual Interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area of the Apartment allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next Milestone of the payment plan.

1.7. Subject to Clause 9.3, BSHDPL, as the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :-

(i) The Allottee shall have exclusive ownership of the Apartment ;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas, parts of “**SHUKHOBRIHTI**” Project more fully specified in the **Fourth Schedule** hereunder written and the common parts and common areas of the building/Cluster/block comprised in Plot No.E/1 (now being a portion of Premises No.02-0931) as specified in the **Fifth Schedule** hereunder written. Further, the right of the Allottee to use the Common Areas and/or common parts or common facilities as aforesaid shall always be subject to the timely payment of maintenance charges and other charges applicable.

(iii) The computation of the price of the Apartment includes recovery of price of development charges, external development charges, cost of providing electric wiring, underground water reservoir, fire detection and firefighting equipment in the common areas, if any, etc. and includes cost for providing all other common facilities as provided within the Project but does not include the following :-

- (a) Club facility ;
- (b) Hospital facility ;
- (c) School and/or community Centre ;

The Allottee has to pay charges for availing of the aforesaid facilities separately referred to (a), (b) and (c) above.

(iv) The Allottee may visit the Project Site to see the model flat/apartment to be provided to the Allottee.

1.8. It is made clear by BSHDPL, the Promoter herein and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that SHUKHOBRIHTI Mass Housing Project is an independent, self-contained Project covering the Mass Housing Plot 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 the Mass Housing Project Facilities and Amenities more fully described in the **Fourth Schedule and Fifth Schedule** hereunder written shall be available only for use and enjoyment of the Allottee/end-user of the Project.

1.9. BSHDPL, as the Promoter agrees to pay all outgoings, payable to the authority or authorities before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee and it has agreed to deliver to the Allottee the Apartment free from all encumbrances. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable,

even after the transfer of property, to pay such outgoings and penal charges, if any, to the authority or authorities to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or authorities.

1.10. The Allottee has paid the aggregate sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ ) only towards Application Money and Allotment Money being part payment towards the Total Consideration Amount of the Apartment at the time of application the receipt of which BSHDPL hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as contained in the **Eleventh Schedule** hereunder written or as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount for which is payable, the Allottee shall be liable to pay interest at the rate specified in the Rules made under WBHIRA.

## 2. **MODE OF PAYMENT :**

Subject to the terms of the Agreement and BSHDPL, as the Promoter abiding by the construction milestones, the Allottee shall make all payments, of the Consideration Amount and/or other payments as specified in the number of installments as mentioned in the Payment Plan contained in the **Eleventh Schedule** hereunder written through Bank Draft/Demand Draft drawn in favour of the Allottee (as applicable) in favour BSHDPL payable at \_\_\_\_\_ .

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1. 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 Indian Act, 1934 and the Rules and Regulation made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment, sale/transfer of immovable properties in Indian etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Allottee understand and agrees that in the event of any failure in his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not have 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 apartment applied for herein by way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

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

Time is the essence for BSHDPL, as the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and formation of the Association of the Apartment Owners after receiving the "Occupancy Certificate"/"Partial Occupancy Certificate" or the "Completion Certificate" or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment as contained in **Eleventh Schedule** hereunder written and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan as contained in the **Eleventh Schedule** hereunder written.



## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the technical specification of the Apartment more fully described in the **Tenth Schedule** hereunder written and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Mass Housing Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws (if any) Floor Area Ratio (FAR) and density norms and provisions prescribed by the \_\_\_\_\_ [provisions of the applicable laws of the State] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT:

7.1. **Schedule for possession of the Apartment** : The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment along with ready and complete common areas as specified in the **Fifth Schedule** on or about \_\_\_\_\_ 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 Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within forty five days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

FORCE MAJEURE:

7.1 (i) Force majeure events which shall, inter alia, mean and include (but not to be limited to) Act of God / Nature, non-availability or irregular availability of essential input materials,

strike by contractor/construction agencies employed / to be employed, litigation, non availability of statutory sanctions as per any local acts, public rules, non availability of peripheral infrastructural activities, change of Government and/or any Statutory Agency's unlawful or discriminatory delay, modification, denial or refusal to grant renew or revocation of any required permits or such other reasons beyond the control of BSHDPL.

7.1. (ii) The Promoter shall not be held responsible or liable for non-observance of any of the terms of this General Terms and Conditions (hereinafter referred to as "**GTC**") and/or Agreement for Sale relating to handing over of the possession of the Apartment and/or parking space as a consequence of an event or circumstance of Force Majeure for so long as that event or circumstance of Force Majeure is in effect and continuing.

7.1. (iii) In the event of any circumstance of Force Majeure causing a delay in the performance of any obligations to be performed by the Promoter in terms of GTC then the period for performing such obligations shall be extended to the extent necessary to compensate for the delay.

7.1. (iv) It is made clear that the delivery of possession shall be extended for a period equal to the duration of any event or circumstance of Force Majeure and the Promoter shall not be liable and/or responsible for any delay or default or non-performance of any obligation due to the Force Majeure reasons as aforesaid.

7.2. **Procedure for taking possession** : The Promoter upon obtaining the "Occupancy Certificate"/"Partial Occupancy Certificate" from the Competent Authority and upon receiving the full Consideration Amount from the Allottee shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement and the Allottee shall take possession of the Apartment on the date as specified in the said Notice.

7.3. **Failure of the Allottee to take possession of the Apartment** : Upon receiving a written intimation from the Promoter as per Clause 6.2., the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other document or documents as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. The date of handing over of possession shall be considered as "Deemed Date of Possession".

The Promoter shall intimate the Allottee(s) regarding the date of handing over possession of his/her/their Apartment and related formalities through Intimation of Possession, which will have a cutoff date for taking possession (Deemed Date of

Possession). In case the Allottee(s) fails to take possession of his/her/their Apartment within Deemed Date of Possession, the handing over possession of the Apartment shall be deemed to have taken place on the Deemed Date of Possession, irrespective of the date when the Allottee(s) takes physical possession of the Apartment. Consequently, after the Deemed Date of Possession, all risk and rewards of ownership stands transferred to the Allottee irrespective of whether actual possession was taken or not by the concerned Allottee. However, further details relating to possession of Apartment will be mentioned in the Intimation for Possession Letter sent to the Allottee(s).

In case the Allottee(s) fails to take possession of his/her/their Apartment within the Deemed Date of Possession, the Allottee shall be liable to pay Guarding Charges @ Rs.500/- (Rupees Five Hundred) only per month or part thereof, plus G.S.T at the applicable rates and any other tax becoming applicable subsequently ; for SPRIHA Apartments from the Deemed Date of Possession to the actual date when the physical possession is taken by the Allottee(s), both days inclusive or such other date as decided by the Promoter upto a maximum of twelve(12) months. Such Guarding Charges will be applicable over and above the interest amount, if any, and payable at the time of taking possession of his/her/their apartments. Delay in taking possession of the Apartment by the Allottee(s) beyond twelve (12) months from the due date shall not be accepted. In case of such delay, the allotment shall stand cancelled.

In case of such cancellation, BSHDPL shall refund the money paid by the Allottee without interest after deduction of Service Charges @10% of the paid consideration plus G.S.T at applicable rates and any other tax becoming applicable subsequently, of the Apartment. All taxes (like Municipal Tax), levies, duties, cess (if any) in relation to the said Apartment will also be charged to the Allottee(s) from the Deemed Date of Possession, as mentioned in Intimation of Possession till the date of cancellation.

**7.4. Possession by the Allottee :** After obtaining the "Occupancy Certificate"/ "Partial Occupancy Certificate" and making payment of the full Consideration Amount and handing over of the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of the Allottees or the competent authority, as the case may be, as per the local laws. The Allottee(s) will have to be present in person at the time of taking possession of the Apartment, execution and registration of the Deed of Conveyance in his/her/their favour. In cases wherein the Allottee(s) is unable to attend in person for taking possession of the Apartment, and /or execution and registration of the Deed of Conveyance for his/ her/ their Apartment, a Registered Power of Attorney (POA) in

favour of his/ her/ their authorized representative may be submitted in the format as prescribed by BSHDPL and no addition or alteration to the standard POA format shall be accepted. The standard POA format shall be issued to the Allottee(s) on application for the same and the Registered Power of Attorney (POA) needs to be submitted to BSHDPL, at least a week before the date of possession/ execution and/or registration.

**7.5. Cancellation by the Allottee:** (i). The Allottee shall have the right to cancel/withdraw his/her/their allotment of Phase-8 in SPRIHA Block, Shukhobrishti Complex even after being successful in the draw of lots but before making payment of final consideration of the Apartment. In such case, the total deposit or installments paid by the Allottee(s) will be refunded without any interest and after deduction (in case of 3 BHK Apartment) of the sum of Rs.50,000/- (Rupees Fifty Thousand) Plus Goods and Services Tax ("GST") at applicable rates and GST already deposited by the Promoter on the tax-invoice(s) raised till the date of cancellation along with any other tax becoming applicable subsequently within 45 (forty five) days of such cancellation.

(ii). Refund of deposited amount shall be made within ninety (90) working days from the date of receipt of application for such cancellation. Provided however, it is subject to completion of all documentations that is execution and registration of cancellation of Agreement for Sale (if applicable). The Allottee has to co-operate and complete the documentation at the earliest. The Promoter shall not be held responsible for delay in payment in case if the delay is on the part of the Allottee. In case of rejection or withdrawal of any allotment, all relevant cost in relation to Agreement for Sale/Deed for Cancellation (if applicable) shall be borne by the Applicant as per the Bill raised by Advocate of the Promoter and the same shall be recovered from the Application Money and/or to be paid by the Applicant.

**7.6. Compensation :** The Promoter shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Project land, on which the Mass Housing Project is being developed or has been developed, in the manner as provided under WBHIRA and the claim for compensation under this Section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein or (ii) due to discontinuance of its

business as a Developer on account of suspension or revocation of the registration under WBHIRA; or for any other reason; the Promoter shall be liable on demand to the Allottee, in case the Allottee wishes to withdraw from the Mass Housing Project, without prejudice to any other remedy available, to return the total Amount received by the Promoter in respect of the Apartment with interest at the rate specified in the Rules under WBHIRA within forty five days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the mass Housing Project, the Promoter shall pay interest to the Allottee at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

- (i) WBHIDCO jointly with BSHDPL have absolute, clear and marketable title with respect to the said Land ; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Mass Housing Project ;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Mass Housing Project ;
- (iii) There are no encumbrances upon the said plot of Land or the Mass Housing Project save and except herein mentioned ;
- (iv) There are no litigation pending before any Court of Law with respect to the said Apartment ;
- (v) All approvals, licences and permits issued by the Competent Authority/ies with respect to the Shukhobrishti Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Mass Housing Project, the said Land, Building and Apartment and common areas ;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected ;

(vii) The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the said Apartment which will in any manner, affect the rights of the Allottee under this Agreement ;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement ;

(ix) On or before the execution of the Conveyance Deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee subject however to the payment of the full Consideration Amount by the Allottee to the Promoter;

(x) The said Apartment 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 said Apartment ;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes, and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent/appropriate Authorities till the date of handing over the possession or the Deemed Date of Possession of Apartment whichever date is earlier;

(xii) 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 Apartment) has been received by or served upon the Promoter in respect of the said Apartment.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure Clause, the Promoter shall be considered under a condition of Default in the following events :-

(i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this Clause 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects ;

(ii) Discontinuance of the Promoter's business as a Developer 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 the Promoter under the conditions listed above, the Allottee is entitled to the following :-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee be required to make the next payment without any penal interest ; or
- (ii) The Allottee shall have the option of terminating this Agreement in accordance with the applicable provisions of WBHIRA.

Provided that where the Allottee does not intend to withdraw from the Mass Housing Project or terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate specified in the Rules under WBHIRA, for every month or delay till the handing over of possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 (forty five) days of its becoming due.

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

(i) In case the Allottee fails to make payments of any installment in spite of demands made by the Promoter as per the Payment Plan more fully described in the Eleventh **Schedule** hereunder written, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rates specified in the Rules under WBHIRA.

(ii) It shall be incumbent on the Allottee(s) to comply with the terms of payment (as mentioned in Provisional Allotment Letter/Agreement for Sale) in respect of the Apartment and also any other amount payable mentioned in this Agreement.

(iii) Payment of Allotment Money is required to be made within the date of payment as stipulated in the Provisional Allotment Letter and Agreement for Sale. No extension of time will be allowed for payment of Allotment Money. In case the payment is delayed, the Allotment shall get automatically cancelled, the Application Money will be refunded to the Allottee(s) without any interest and after deduction of the applicable Service Charges (along with all applicable taxes at prevailing rates) and/or any other taxes, duties, levies, cess (if any) as mentioned in Clause 10 and 27 of the GTC.

(iv) In case of installment payment(s) are delayed beyond scheduled dates, the Allottee(s) shall have to pay interest (as defined herein) on the amounts due, outstanding and payable in respect of any installment for the Apartment plus GST at applicable rates and any other tax becoming applicable subsequently from the date on which the amount falls due, both days inclusive. Delay in payment beyond sixty (60) days from the scheduled date as mentioned in the Intimation for installment payment, shall not be accepted. In case of such delay, the allotment shall be cancelled forthwith with intimation to the Allottee(s) as referred to in Clause 27 of the GTC. The decision of the Promoter in this regard shall be final and binding and will have to be abided by the Allottee(s). In such an event, the Allottee(s) shall have no right, title, interest, claims, demand and/or lien on the Apartment. The Allottee(s) shall have to abide by the terms of Provisional Allotment Letter with regard to execution of Agreement for Sale within the stipulated period as mentioned therein. BSHDPL shall have the right to cancel the provisional allotment for any unjustified delay on the part of the Allottee for execution of the Agreement for Sale provided that the Promoter shall intimate the Allottee about such termination in writing at least 30 (thirty) days prior to such termination.

## **10. CONVEYANCE OF THE SAID APARTMENT**

10.1. The Promoter, on receipt of the Total Consideration Amount in respect of the said Apartment under the Agreement from the Allottee shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within such time as the Promoter may notify to the Allottee in this regard from the issuance of the "Occupancy Certificate"/"Partial Occupancy Certificate". However, in case the Allottee fails to deposit the Stamp Duty, Registration Charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the Demand Letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their favour till full and final settlement of all dues and Stamp Duty and Registration Charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and the Registration Act, 1908 as amended upto date including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

The Deed of Conveyance will be drafted by BSHDPL or its solicitors/advocates and shall be in such form and shall contain such particulars as prescribed under the Act and/or Rules made thereunder in the State of West Bengal and approved by WBHIDCO and BSHDPL. No request for any changes, whatsoever, in the said deed will be entertained, unless such changes are required to cure any gross mistake or typographical or



arithmetical error. The Allottee(s) will be required to make themselves available and complete necessary formalities including Execution and Registration of the Deed of Conveyance of their Apartments at the venue, date and time intimated by BSHDPL in advance, failing which neither WBHIDCO Ltd. nor BSHDPL will be held liable for registration of conveyance in favour of the Allottee(s). In case due to the absence of the Allottee(s), the registration cannot be done on a scheduled date then the registration of the Deed of Conveyance may be done at a future date subject to the convenience of BSHDPL, concerned Registrar/Sub-Registrar and the said Allottee(s) shall be liable to pay the additional amount (if any) which may have to be paid and/or incurred towards stamp duty, registration fees and/or any other expenses to be incurred in this regard as per the applicable provisions being in force.

10.2. The Stamp Duty and the Registration Fees shall be paid by the Allottee(s) as may be determined/assessed by the concerned Registrar/Sub-Registrar/Additional-Sub-Registrar as per the applicable laws for the time being in force and Legal Fees @ 1% of the sale value of Apartment, applicable taxes (if any) and any other costs of and incidental to and for execution and registration of the Deed of Conveyance shall be borne and paid by the Allottee(s) prior to possession by the Allottee(s) as and when asked to do so. All existing and future statutory charges towards Taxes/ Duties/ Levies/ Cess payable to statutory authorities due to subsequent legislation is payable by the Allottee(s).

10.3. The Allottee(s) will have to be present in person at the time of taking possession of the Apartment, execution and registration of the Deed of Conveyance in his/her/their favour. In cases wherein the Allottee(s) is unable to attend in person for taking possession of the Apartment, and /or execution and registration of the Deed of Conveyance for his/her/ their Apartment, a Registered Power of Attorney (POA) in favour of his/ her/ their authorized representative may be submitted. However, the Allottee(s) is requested to follow the standard format which would be issued by BSHDPL and no addition or alteration to the standard POA format shall be accepted. The standard POA format shall be issued to the Allottee(s) on application for the same and the Registered Power of Attorney (POA) needs to be submitted to BSHDPL, at least a week before the date of possession/ execution and/or registration.

10.4. The Promoter through an authorized signatory will execute Deed of conveyance or other papers and/or documents for transfer of the ownership of the said Apartment in favour of the Allottee upon the Allottee's complying with all the terms and conditions herein stated.

**11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Building where the Apartment is situated till taking over of the maintenance by the Association of the Apartment Owners formed/to be formed under the West Bengal Apartment Ownership Act, 1972 as amended upto date subject however to the Allottee's providing and/or furnishing maintenance fund and/or corpus as stipulated by the Promoter as well as to bear and pay cost of regular maintenance which inter alia includes the maintenance of the parking Space of the Mass Housing Project by the Association of the Apartment Owners. The cost of such maintenance has to be borne and paid by the Allottee.

**RIGHT OF THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to use the Common Areas more fully described herein shall be subject to timely payment of total maintenance charges, as determined from time to time and thereafter, billed by the Promoter/Maintenance Agency appointed or the Apartment Owners' Association (or the Maintenance Agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms, conditions, stipulations and provisions specified by the Maintenance Agency or the Apartment Owners' Association from time to time.

**12. DEFECT LIABILITY**

It is agreed that in case any construction defect, of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within a reasonable time as may be required for rectification and/or correction of such defect and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/Maintenance Agency/Association of Apartment Owners shall have the rights of unrestricted access of all the Common Areas and Facilities, Parking Space more fully described in the **Fourth Schedule** hereunder written for providing necessary maintenance services and the Allottee agrees to permit the Maintenance Agency/Association of Apartment Owners to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **14. USAGE**

**Use of Service Areas :** The service areas, if any, as located within the Shukhobrishti Project 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, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Parking spaces and the same shall be reserved for use by the Association of Apartment Owners formed by the Allottees for rendering maintenances services.

#### **15. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to Defect Liability Clause stated above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own costs in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment or the staircases, common passages, corridors, circulation areas, atrium, balcony, terrace, roof and sky garden 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 Apartment and keep the Apartment, its wall 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 Building is not in any damaged or jeopardized.

The Allottee further undertakes assures and guarantees that he/she would not put any sign-board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Mass Housing Project, face/façade building therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the Windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the

common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the Apartment Owners' Association and/or the Maintenance Agency appointed by the Association of Apartment Owners. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **16. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY THE PROMOTER**

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

#### **17. ADDITIONAL CONSTRUCTIONS**

- (a) The Promoter shall construct the said Project in accordance with Plans, designs, specifications sanctioned by the competent authorities.
- (b) The Allottee acknowledges that, in course of construction certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoter. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations or omissions recommended by the Promoter, the Architect appointed by the Promoter or required by governmental, municipal or other authorities are hereby authorized by the Allottee provided the same do not entail any change in the total area of said Apartment or its location of the said Apartment and the all Allottees are intimated in advance of the same.

#### **18. PROMOTER SHALL NOT MORTGAGE OR CRATE A CHARGE**

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

#### **19. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 as amended upto date.

#### **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/Additional District Sub-Registrar as and when intimated by the Promoter failing which the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt of the notice, application of the Allottee shall be treated as cancelled.

#### **21. 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 Apartment.

#### **22. RIGHT TO AMEND**

This Agreement may only be amended by another instrument in writing which is also to be duly stamped and registered and all costs and expenses relating to the execution and registration of the said Agreement shall be borne and paid by the Allottee.

#### **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON THE 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 Apartment and the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

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

#### **25. 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.

#### **26. 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 Shukhobrishti Project, Cluster \_\_\_\_\_, the same shall be the

proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in Shukhobrishti Project.

## **27. FURTHER ASSURANCES**

Both the 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.

## **28. PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the or the Project site or at such place as may be determined by the Promoter from time to time and in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution this Agreement, the same shall be registered at the Office of the concerned Registrar and thereupon this Agreement shall be deemed to have been duly executed .

## **29. NOTICES**

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

..... (Name of the Allottee)  
 ..... (Address of the Allottee)  
 ..... (Name of the Promoter)  
 ..... (Address of the Promoter)

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

**30. JOINT ALLOTTEE**

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

**31. SAVINGS :**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the apartment prior to the execution and registration of this Agreement for Sale for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

**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**

Except as otherwise provided in this Agreement, any dispute and/or differences arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms hereof, shall be mutually discussed and settled between the Promoter and the Allottee respectively and if any dispute which cannot be settled amicably shall be finally decided and resolved by the Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and any enactment thereof and the Rules made thereunder. The matter requiring arbitration will be referred to a sole Arbitrator appointed by the Promoter in consultation with WBHIDCO and the Allottee and the place of arbitration shall be Kolkata and the language of the arbitration shall be in English. Any award shall be made in Rupees.

Any decision or award of the Arbitrator appointed pursuant to this Clause shall be binding upon the Parties. The Arbitrator shall give a reasoned judgement (that is reason



for any decision or award). The award of costs and expenses in respect of any arbitration proceeding shall be at the discretion of the Arbitrator.

The Fees of the Arbitrator and the administrative expenses of the Arbitrator shall be fixed by the Arbitrator and shall be paid by the Promoter and the Allottee in equal share.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

\_\_\_\_\_, [PAN. \_\_\_\_\_],[Aadhar No. \_\_\_\_\_] son/daughter/wife of \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, \_\_\_\_\_, West Bengal/\_\_\_\_\_ (hereinafter referred to as "the Allottee")

In case of Joint Allottees :

\_\_\_\_\_, [PAN. \_\_\_\_\_],[Aadhar No. \_\_\_\_\_] son/daughter/wife of \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, and \_\_\_\_\_, [PAN. \_\_\_\_\_],[Aadhar No. \_\_\_\_\_] son/daughter/wife of \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, both residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, \_\_\_\_\_, West Bengal/\_\_\_\_\_ (hereinafter jointly referred to as "the Allottees")

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[Description of the entire plots of land of the Mass Housing Project]**

**ALL THAT** the Land containing an area of 150 Acres, be the same a little more or less, in two plots, bearing nos.E/1 and E/2 (now being a portion of Premises No.02-0931), situated at the North of Bagjola Canal AA-III in New Town, Kolkata, Police Station New Town, Registry and/or the Additional District Sub-Registry Office at Rajarhat, Kolkata 700156, within District North 24 Parganas and butted and bounded as follows:-

**Plot No.IIIE/1**

On the North: by periphery canal & path way  
On the South: by 48 mtr. wide road.  
On the East : by 48 mtr. wide Arterial road(NS)  
On the West: by periphery canal & path way.

**Plot No.IIIE/2**

by 48 mtr. wide road.  
by periphery canal & path way.  
by 48 mtr. wide Arterial road(NS)  
by periphery canal & path way.

**PART-II****[Description of the SPRIHA Block in Mass Housing Project ]**

All that the U-MIG Apartments named as "SPRIHA Block", being Part of "SHUKHOBRIHTI" Project situated at partly in Plot No.E/1 and at Plot No.E/2 (now being a portion of Premises No.02-0931), more fully described in **Part-I**, hereinbefore mentioned, sub-divided into Eight (8) Clusters together with common areas and parts belonging thereto.

**PART - III****[Description of CLUSTER]**

All that the land containing an area of \_\_\_\_ acre ( \_\_\_\_\_ sq.mtr.), be the same a little more or less, comprised in **CLUSTER-** \_\_\_\_, together with buildings having Stair Case Nos. \_\_\_\_\_ consisting of \_\_\_\_\_ 3BHK residential Apartments constructed thereon in part of the Plot No.E/1 (now being a portion of Premises No.02-0931) of the Mass Housing Complex, in New Town, Police Station New Town.

**THE THIRD SCHEDULE ABOVE REFERRED TO****[Description of the Apartment]**

1. All that the Apartment (3 BHK), being numbered \_\_\_\_\_, on the \_\_\_\_\_ Floor of the building, having Stair Case No. \_\_\_\_\_ in Cluster \_\_\_\_\_, of Phase \_\_\_\_, SPRIHA Block, located in Plot No.E/1 (now being a portion of Premises No.02-0931), by admeasuring plinth area 901 Square feet and carpet area **680 Square feet** (excluding Balcony area of 37 Square feet), be the same a little more or less, consisting of three bed room, one living/dining room, one kitchen, one balcony and two toilet together with proportionate share of common parts and common areas comprised in the building/Cluster/Block in Plot No.E/1 (now being a portion of Premises No.02-0931) of the Mass Housing Complex, where the said apartment is situated together with undivided proportionate and impartible share in the land measuring \_\_\_\_\_ acre ( \_\_\_\_\_ sq.mtr.), more or less, attributable to the said Apartment comprised in Cluster-\_\_\_\_ more fully described in Part-III of the Second Schedule hereinabove mentioned, of the SPRIHA Block, more fully described in Part-II of the Second Schedule hereinabove mentioned, being part of the Mass Housing Project, named "SHUKHOBRIHTI" situated at Plot No.E/1 (now being a portion of Premises No.02-0931), New Town, Kolkata, more fully described in **Part-I of the Second Schedule** hereinabove mentioned and the said Apartment, common parts and common areas constructed and completed in the manner as

specified herein and the Apartment is delineated in Red Border in the Map or Plan annexed hereto.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON AREAS/PARTS OF THE CLUSTER]**

1. Internal roads, pathways and driveways.
2. Landscaped garden and lawn.
3. Streetlights, Campus lights and fixtures, electrical installations.
4. Boundary wall/ fencing, if any.
5. Road/Cluster/Block signage.
6. Underground water reservoir and pump house.
7. Pump and Pumps Accessories.
8. Electrical sub-station including transformer, switch gears, control panels etc.
9. Sewage and storm drainage system.
10. Water distribution network.

**[COMMON AREAS/PARTS OF SPRIHA BLOCK OF**  
**THE HOUSING COMPLEX COMPRISED IN PLOT NO.E/1]**

1. Internal roads, pathways and drive ways.
2. Landscaped garden and lawn.
3. Streetlights, Compound lights and fixtures, electrical installations.
4. Electrical sub-station including transformer, switchgears, control panels etc.
5. Sewage and storm drainage system.
6. Water distribution network.
7. Signage for the overall project and common roads /facilities of all clusters.

**COMMON AREAS/PARTS OF SHUKHOBRIHTI**

1. All infrastructure facilities/works including water storage tanks for fire fighting arrangement, water supply borewells sunk by New Town Water Supply Circle, Sewerage, drainage, water supply and accessories thereto.
2. All electrical installations/works including textures, cables, substations and accessories thereto.
3. Common road of SPANDAN BLOCK, SPARSH BLOCK and SPRIHA BLOCK.

**[OTHER SOCIAL FACILITIES AND AMENITIES]**

[Mainly on PAY & USE Basis to be constructed/developed later]

Health Centre, Primary Schools, Sport arenas, play spaces for children, Club House, Community Centre & Sky Garden (on pay and use basis), Shopping Arcade, Corner Shops.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON AREAS & PARTS OF THE BUILDING]**

1. Entrance lobbies, In-stilt parking area and common circulation spaces.
2. Walk up staircases or landings of all floors.
3. The ultimate roof of the particular block also described as terrace earmarked for common purposes.

4. Space required for common utilities like electrical room, meter room etc.
5. Electrical risers, fitting, fixtures, lights, switches etc for the common areas of the buildings.
6. Letter Boxes.
7. Electrical Duct doors, common terrace frames and shutters, stair & common area railings, trellis etc.
8. Plumbing pipes and valves, fittings etc for water distribution system.
9. Rising main of electricity cables from electrical Meter Boards.
10. Sewage, sullage and storm water drainage pipe works.
11. Overhead Water tank and overflow float valve.
12. Voice/Data cables risers and distribution network inside the building common area.
13. Cable TV risers and distribution network in the building common area.
14. Association Room to be used for Office purpose by the members of the concerned Apartment Owners' Association.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[COMMON EXPENSES ]**

1. The expenses of maintaining, repairing, redecorating etc., of the building in particular, roof, water tank, reservoir, gutters, stilt, drainage and rain-water pipes of the building, water pipes and electric wires, repairing works under or upon with the building and enjoyed or used by the Allottee(s) in common with the occupiers of other Apartments and parking space(s), recreation area, main entrance, passages, landings and walkup stair-cases of the building, compound, terrace etc.,
2. The cost of cleaning and lighting the passage, landing, stair-cases and other parts/common areas of the building/cluster so enjoyed or used by the Allottee(s) as aforesaid.
3. The cost of salaries of clerks, bill collectors, sweepers, watchman etc.,
4. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
5. Monthly maintenance expenses and other services of the building, cluster and the common area/parts of the Housing Complex.
6. Municipal and other taxes, impositions, water charges tax, proportionate share or electricity charges for the common areas etc., proportionate electricity charges till installation of separate Meter.
7. Diesel Generating set/Pump set etc. hire and running expenses, if any.
8. Such other expenses as are necessary or incidental to the maintenance and upkeep of the building/cluster and the entire Mass Housing Complex.
9. Maintenance of landscaping and greeneries.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**[LIMITED AND CONDITIONAL RIGHTS, EASEMENTS, QUASI-EASEMENTS AND**  
**APPURTENANCES OF THE ALLOTTEE(S) ]**

1. As from the date of possession of the Apartment, the Allottee(s):
  - (a) shall have right of access in common with all the other owners or occupiers of the Apartments for the time being, and their respective licensees at all time for all normal purposes connected with the quiet and peaceful use and enjoyment of the apartment, Common Areas and common Parts of the Building/Cluster/Block and the Mass Housing Complex including footpaths, roads and gardens;
  - (b) shall have the right of way in common with all the Owners of the Apartments at all times for all purposes connected with reasonable use and/or enjoyment of the said Apartment, with or without vehicles over and along such driveways, footpaths and parking bays [if purchased by the Allottee(s) separately];

(c) shall have the right of support and protect the other Apartments, as the case may be, by all parts sold to other owners of apartments so far as they now support and protect the same;

(d) shall have the right to the passage of electricity, water etc., to and from the said Apartment through the pipes, drains and wires lying below or above or around all other Apartments for the common usage by all the Apartment Owners in the Building/Cluster/Block of Mass Housing Complex comprised in Plot No.E/1 (now being a portion of Premises No.02-0931);

(e) shall have the right with or without workmen and necessary materials to enter from time to time upon adjoining Apartments for the purpose of repairing so far as may be necessary of pipes, drains and wires as aforesaid, and for the purpose of repairing or repainting any parts of the Apartment or for the purposes of cleaning the windows thereof in so far as such repairs, repainting or cleaning as aforesaid, cannot be reasonably carried out without such entry as is by these paragraph referred to and in all cases upon giving reasonable notice of intention so to enter to the Owner or occupier for the time being of the other Apartments;

2. All appurtenances, facilities and other items which are not part of the particular building and is meant for common use of all the Apartment Owners shall be general common elements and comprised in Plot No.E/1 (now being a portion of Premises No.02-0931), which shall be included by way of description but not by way of limitation:

(a) All land comprised in the said Mass Housing Project pertaining to SPRIHA Block, being Part of Plot No.E/1 once the last phase of the development work is completed in all respect and all the apartments and other facilities are built and handed over.

(b) All Private streets, driveways, curbs and sidewalks.

(c) Storage rooms and maintenance sheds for serving the entire Mass Housing Complex pertaining to SPRIHA Block, being Part of Plot No.E/1 (now being a portion of Premises No.02-0931).

(d) Lawn areas, water connection, electric connection etc.,

(e) Public connections and meters for electricity, telephone and water not owned by the public utility or other agencies.

(f) Exterior lighting and other facilities necessary to the upkeep and safety of the common areas and building and the Mass Housing Complex SPRIHA Block serving more than one Apartment.

(g) All tangible personal property required for the operation and maintenance and administration of the building and the Mass Housing Complex pertaining to SPRIHA Block, being Part of Plot No.E/1 (now being a portion of Premises No.02-0931).

(h) Any easement or other right which may now or hereafter be granted for the benefit of the Apartment Owners or others for access to or use of the general common elements.

(i) All other facilities or elements of any improvement within the Building and the Mass Housing Complex necessary or convenient to the management, co-operation, maintenance and safety of the building and Mass Housing Complex or normally in common area.

#### **THE EIGHTH SCHEDULE ABOVE REFERRED TO**

[ RIGHTS, EASEMENTS, QUASI-EASEMENTS AND APPURTENANCES  
RESERVED FOR ALL THE OWNERS OF THE APARTMENTS ]

1. The right of support and protection for the upper or lower Apartment by all parts of the building so far as the same now support and protect.
2. The right (in common for the Allottee(s), their successors in title, the owners or occupiers for the time being of the building or any part thereof and their respective

- licensees) as hitherto enjoyed by the owners of the Apartments for access at all times for all times for all purposes connected with the reasonable use and enjoyment of the common parts of the Buildings, Clusters and the Mass Housing Complex in Plot No.E/1 (now being a portion of Premises No.02-0931) but not so as to prejudice or interfere with the exclusive right of the Allottee(s) if any.
3. Right of passage (in common for the Allottee(s) and others as aforesaid) of electricity, water etc. from and to any part of the Apartments of other owners through pipes, drains, wires etc. lying under, through or over the Apartment so far as may be reasonably necessary for the beneficial occupation of the Apartments of other owners for all purposes. Right of access of any Car Park owners of SHUKHOBRIHTI into the U-MIG Cluster/campus is reserved.
  4. The right (in common with the other Apartment Owners) with or without workmen and necessary materials to enter from time to time into or upon the Apartment for the purpose of repairing so far as may be necessary pipes, drains wires and conducts, as aforesaid and for the purpose of repairing or repainting any parts of the other apartments or for the purpose or cleaning the windows thereof (in so far as such repairs repainting or cleaning, as aforesaid, cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable previous notice of their intention so to enter to the Purchases or the other or occupier for the time being of the other Apartments and making good to the reasonable satisfaction of the Allottee(s) of such other, as aforesaid, any damage caused to any part of the other Apartments arising out of the exercise of the right reserved by this paragraph) and the right to enter and examine the conditions of the Apartment and to execute repairs therein.
  5. The right (in common as aforesaid) to use for purposes only of access to and egress from the upper Apartment the front entrance to the building and that part of the entrance hall of the lower Apartment leading to the staircase to the upper apartment and the exclusive right, as aforesaid, to use for such purpose, as aforesaid, the said staircase subject to the liability to keep the same clean and tidy and unimpeded by any obstruction.
  6. The right of access to any block and/or cluster with or without workmen for repairing and maintaining various common service lines, such as sewer/storm drains, electrical lines etc.

**THE NINTH SCHEDULE ABOVE REFERRED TO**  
**[ STIPULATIONS TO BE OBSERVED AND PERFORMED**  
**BY THE OWNER OF THE APARTMENT(S) ]**

**I. OBLIGATIONS :**

1. The Allottee(s) agrees and undertakes to submit the said Apartment to the provisions of the West Bengal Apartment Ownership Act, 1972 as amended upto date and execute and register such declaration and instruments as shall be required to be filed with competent authority.
2. To co-operate with the management and maintenance of the said apartment, Building, Cluster/Block and the said Mass Housing Complex, by BSHDPL or Association or Body for the purpose of management and maintenance of the said "SPRIHA Block" and/or Cluster and the Mass Housing Complex and to abide by the direction and/or decisions of the Managing Committee as may be made from time to time in the best interest of the Mass Housing Complex.
3. The Promoter and/or WBHIDCO shall have the right to sell the vacant unallotted parking spaces in the handed over UMIG Block at a subsequent stage amongst the other Apartment Owners pertaining to different Clusters and/or Block and the Allottee (s) shall not raise any objection in future in this regard.

4. To observe the rules and regulations contained and framed from time to time by the Promoter and/or the Competent Authority, as the case may be, upon formation of the Association or Body for quiet and peaceful enjoyment of the said Building and/or Cluster and the Mass Housing Complex.
5. To allow the Promoter and/or the Owner and their respective successor in title with or without workmen to enter into the Apartment with 24 hours prior notice in writing to the Allottee(s)/Apartment owner(s).
6. To maintain the structure of the said Apartment in such a state of repair and conditions as shall at all times hereafter ensure the maintenance of support and protection to the said Apartment.
7. To permit the Promoter and/or WBHIDCO or the said Association or Body and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter and examine the condition of the said Apartment.
8. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the Building/Cluster and/or Mass Housing Complex. Such payments are to be made to the Promoter and/or to the Association or body framed.
9. To pay all proportionate charges for electricity relating to the Common Parts and Common Areas of the said Building where the Apartment is situated and Common Parts and Common Areas of the Building/Cluster/Block//Mass Housing Complex, being Part of Plot No.E/1 (now being a portion of Premises No.02-0931), to the First Confirming Party and/or to the Association or Body.
10. To pay all damages to any common fixtures and fittings of the Building/Cluster/Block and/or Mass Housing Complex caused by the Allottee(s) of the Apartment or his/her/their guests or servants or licensees to the Promoter and/or Association or body.
11. In case of transfer by way of Sale or Lease (except by way of Mortgage) of the said Apartment, the Allottee(s) shall within one month of such transfer give notice thereof in writing with particulars thereof to the Promoter or the Association of Owners or Body concerned with the management of the Cluster/Block/Mass Housing Complex and to produce to the Promoter or the Association or Body a certified copy of such conveyance, assent, transfer and/or lease. In the case of a devolution of the interest of the Apartment owner perfected by any assent without a reasonable time after the happening thereof, to produce to the Promoter or Association or Body the probate of the Will, or letters of administration, if there is any, under which such devolution arises or to produce such other satisfactory evidences in support of such devolution and to pay to the Promoter or the Association or Body a registration fee in respect of each such conveyance/assent/transfer/lease or devolution.
12. All applicable statutory taxes/duties/levies/cess or any other taxes imposed in future by the Government on the prices paid by the Allottee(s) against the Purchase of the apartment alongwith open/stilt two wheeler/four wheeler parking shall be payable by the applicant/allottees as and when demanded by the Government.
13. To pay interest @ \_\_% per annum on all amounts becoming due and payable by the Allottee(s) to the Promoter /Association for the Allottee's delay and/or default in payment thereof.

## **II. NEGATIVE COVENANTS :**

### **The Allottee(s)/Owner(s) of the Apartment(s) shall:-**

- 1.(a) not to make any structural additions and/or alterations to the said Apartment such as beams, columns, partition walls etc. or improvements of a permanent nature

- except with the prior approval in writing of the Promoter and/or the Association or Body.
- (b) not to fix collapsible gates, grills, grill gate in the Apartment without prior permission of the Promoter and/or the Association or Body provided.
  - (c) not to erect any compound wall/any other fencing along the cluster line.
2. (a) not to build, erect or put upon the common portion of the Building/ Cluster/Block and Mass Housing Complex of any item of any nature whatsoever;  
(b) not to obstruct any pathways, driveways, footpath and side-walks and lobbies used for any purpose other than for ingress to egress from the building and other buildings, as the case may be;
  3. Not to use the potable water from the Overhead tanks of the buildings for car washing and other non potable usage in the campus level. Water for such purpose may be drawn from the designated landscaping water outlets in the campus at the time of water supply pump operation.
  4. As the parking spaces are integral amenity to the Apartments, the Allottee(s) of such exclusive parking space(s) shall not be entitled to transfer and/or deal with such exclusive parking space(s) independent of the Apartment for any other usage. No parking space can be encased either by a wall/mesh/or by any other structure. Each allotted parking space will entitle the Allottee(s)/allottee(s) the right to park only one vehicle.
  5. not to obstruct any vehicles keeping of materials or otherwise the free passage there over of the Owner/the Promoter or other persons entitled to rights of way over the said driveways and pathways for the retained Apartments either by the Promoter or sold to other Allottees by the Owner/the Promoter ;
  6. not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment to the upper and/or lower Apartment and in particular not to submit the floor of the upper Apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight;
  7. not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Building or any part thereof;
  8. not to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Building and Apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use;
  9. not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the Building/Cluster/Block and the Mass Housing Complex at any time or the fittings and fixtures affixed thereto;
  10. not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Owner/the Promoter or its successors in title differs of the Building or deviation or which in the opinion of the Owner/the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the Building;
  11. not to install grills the design of which has not been suggested and/or approved by the Promoter ;
  12. not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper Apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment;



13. not to use the said Apartment for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes;
14. not to cause or permit obstruction of any drain or pipe used in common with the Promoter for the passage of water or soil in connection with the Building/Cluster/Block and Mass Housing Complex;
15. not to do permit or suffer to be done in or upon the Apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Promoter or the Co-allottees and/or Occupiers or the owners of the neighbouring houses, Building Cluster/Block and/or Mass Housing Complex;
16. not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the Building/Cluster/Block/Mass Housing Complex except in the space for garbage to be provided in the ground floor of the Building;
17. not to make or permit any disturbing noises in the Building by the Allottee(s) himself/herself/themselves, his/her/their family, his/her/their invitees or servants or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Apartment Owners;
18. not to put his/her/their name in entry passages excepting in the proper place or on the main box provided by the Promoter for the use of the said Apartment to be occupied by the Allottee or his/her/their nominee;
19. not to allow dust, rubbish or litter swept from the said Apartment to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall keep in deposit in a particular place earmarked for that purpose;
20. not to loiter in the pathways, lobbies or passage ways without proper reasons;
21. not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee or their servants or their guest out of the windows and/or doors on anywhere on the common portion of the Building/Cluster/Block, common portion of the Mass Housing complex and Parking lot or any common portion of the Housing Complex nor shall shades, awnings, window guards or any temporary article to be hung from or placed outside the window or Building;
22. not to permit the lawns or other common portion of the Building and common portion of the Building/Cluster/Block/Mass Housing Complex within the retained premises by the Promoter or sold to other Owners to be fouled by dogs or other animals coming from the said Apartment;
23. not to store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Building or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment;
24. not to subdivide the said Apartment and/or the parking space(s) as allocated thereof;
25. not to close any windows or make openings in the walls or through the walls of the said Apartment;
26. (a) not to claim any exclusive right over and in respect of common areas and/or parts of the Buildings/Blocks/Clusters including Water Storage Tank for the Fire Fighting arrangement. It is made clear that such Water Storage Tank is not a part of any particular building/cluster/block and can be used if required for both Blocks of Mass Housing Project.  
(b) not to claim any exclusive right over and in respect of the terrace/roof/sky Garden, if any, of the said Building or any portion thereof or additional undivided right in land. The control of user of roof/sky garden shall remain in the hand of concerned Apartment Owners' Association;
27. not to repair any joist or beam supporting the floors of the said Apartment without giving notice to the Promoter or the Association or Body of the intention

so to do giving details of the work intended to be done so that the Promoter or aforesaid Body or Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given;

28. not to display or affix any neon-sign or signboard on any outer wall of the Building or the Apartment or the common parts save to the extent and at a place that may be specified from time to time by the Promoter ;
29. not to claim any partition or sub-division of the land and/or Common Parts and not to partition the Apartments by metes and bounds;
30. not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any Apartment in or any part of the Building/Cluster/Block or cause any increased premium to be payable in respect thereof.
31. not to do or suffer to be done anything to in or about the said Apartment or the Project or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority or the bye-laws of the condominium of Apartment.
32. not to refuse or neglect to carry out any work directed to be executed in the Building/Cluster/Block or in the said Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works;
33. not to park any vehicles in any open space in the compound other than at the designated area;
34. not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
35. not to enclose any balcony in the said Apartment except with grills with designs approved by the Promoter ;
36. not to change, alter or modify the main doors to the said Apartment;

### **III. Discipline and Co-operation :**

#### **The Allottee(s)/Owner(s) of the Apartment(s) shall :**

1. co-operate and participate in the maintenance of the image and dignity of the Building/Cluster/Block and the Housing Complex and the locality and the ambience;
2. not do any such things as will disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings;
3. obey and submit to the reasonable decision of the majority of the Apartment Owners/ Allottees in a Building/Cluster/Block and also to the majority decision of the Apartment Owners of the Mass Housing Complex, as the case may be relating to the affairs pertaining to a Block or of the total Mass Housing Complex;
4. share, participate and be actively involved as far as possible in all community programmes whether of civil, entertainment, Cultural, Educational or Welfare nature;
5. to keep the Apartment in good state of affairs and conditions;
6. to co-operate with the Promoter/Apartment Owners' Association(s) to provide watch and ward arrangement in the entire complex. The watch and ward arrangement are proposed to be provided in the Building/Cluster/complex by the Promoter through a nominated maintenance Agency who shall have a free hand to restrict the entry of outside persons into the Building/Cluster/complex, for the first year, to be reckoned from the deemed date of possession, provision of such watch and ward service would, however, not create or fix any liability on the Promoter /nominated Maintenance Agency, for any mishap caused by any miscreant.

**THE TENTH SCHEDULE ABOVE REFERRED TO**  
**[Technical Specifications]**

**THE ELEVENTH SCHEDULE ABOVE REFERRED TO**  
**[PAYMENT SCHEDULE ]**

**IN WITNESS WHEREOF** the Parties hereto have executed these presents on the day month and year first above written.

**SIGNED AND DELIVERED** for and on behalf of #  
**BENGAL SHAPOORJI HOUSING DEVELOPMENT** #  
**PRIVATE LIMITED** by its authorised officer #  
 in the presence of :- #

1.

2.

**SIGNED AND DELIVERED** for and on behalf of #  
**WEST BENGAL HOUSING INFRASTRUCTURE** #  
**DEVELOPMENT CORPORATION LIMITED,** #  
 being represented by its constituted attorney #  
**SHAPOORJI PALLONJI AND COMPANY PRIVATE** #  
**LIMITED** in pursuance of the registered Agreement #  
 and Power of Attorney both dated 7<sup>th</sup> March, 2007 #  
 by its authorized officer in the presence of :- #

1.

2.

**SIGNED AND DELIVERED** for and on behalf of #

**SHAPOORJI PALLONJI AND COMPANY** #  
**PRIVATE LIMITED** by its authorized officer in the #  
presence of :- #

1.

2.

**SIGNED AND DELIVERED** by the abovenamed #  
Allottee, \_\_\_\_\_ in the presence of : #

1.

2.

**MEMO OF CONSIDERATION :**

Received on and from the Allottee/(s), the sum of \_\_\_\_\_  
(Rupees \_\_\_\_\_) only and the balance sum of the Consideration Amount shall  
be paid by the Allottee to the Promoter/the Owner in installments as per the Tenth  
Schedule herein set out on or before execution of the Deed of Conveyance.

\_\_\_\_\_  
[ Signature of the Promoter ]

\_\_\_\_\_  
[Signature of the Owner]  
Through its constituted attorney Shapoorji  
Pallonji & Company Private Limited.

**WITNESSES:**

1.

2.

**THIS DAY OF 201**

**BETWEEN**

**BENGAL SHAPOORJI HOUSING  
DEVELOPMENT PRIVATE LIMITED**  
[The Promoter]

**WEST BENGAL HOUSING INFRASTRUCTURE  
DEVELOPMENT COMPANY LIMITED**  
[the Owner ]

**SHAPOORJI PALLONJI AND COMPANY  
PRIVATE LIMITED**  
[The Confirming Party]

**AND**

**[The Allottee]**

**FLAT NO.D/...../.....**

**AGREEMENT FOR SALE**

**SANDERSONS & MORGANS  
ADVOCATES & SOLICITORS  
5, Netaji Subhas Road,  
KOLKATA-700001.**