

**INDENTURE OF SALE [SPANDAN UNDER WBHIRA]**

**THIS INDENTURE OF SALE** is made at Kolkata this \_\_\_\_ day of \_\_\_\_\_, Two thousand \_\_\_\_ **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, Nagindas 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- GP, 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, Nagindas 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- GP, 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 \_\_\_\_\_,

[PAN. \_\_\_\_\_], \_\_\_\_\_ of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN. \_\_\_\_\_ West Bengal (hereinafter referred to as "**the Purchaser**") 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**.

**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 First 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 LIG Units is named as "SPANDAN Block".

10. BSHDPL, in the meantime, has completed Phase \_\_\_ of LIG units pertaining to SPANDAN Block, consisting of In-Stilt (two wheeler parking space) + Four 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 "SHUKHOBRIHTI" 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 Plot No. E/1 and E/2 (now being a portion of Premises No.02-0931), 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 written at Plot No.E/1 and E/2 (now being a portion of Premises No.02-0931), 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 Brochures published and circulated by BSHDPL, the Purchaser, upon satisfying himself with regard to WBHIDCO's right, title, interest in the Mass Housing Plot and the Promoter's and/or SPCL's right to develop and promote the said Mass Housing Project on the Mass Housing Plot as also going through the other relevant documents namely, sanctioned plans, the powers and authorities of BSHDPL and the Confirming Party, the plans, specifications of the construction, has submitted an application for allotment for 1 BHK Apartment and upon drawing of lottery the said Purchaser was chosen as one of the successful applicants and has been allotted one 1 BHK Apartment pertaining to SPANDAN Block, being Numbered \_\_\_\_\_, admeasuring **307 Square feet** of Carpet Area, excluding Balcony as mentioned in the **Second Schedule** hereunder written on the \_\_\_\_\_ Floor of the Building and/or Stair Case No. \_\_\_\_ in the said Project in Tower/Building No. \_\_\_\_\_ in \_\_\_\_ Block/Cluster together with the right of use of one In-Stilt Two Wheeler Parking space, on the ground level as described in the **Second Schedule** hereunder written pertaining to SPANDAN Block, more fully described in **Part-II of the First Schedule** hereunder written, in Cluster \_\_\_\_ more fully described in **Part-III of the First Schedule** hereunder written together with the In-stilt two wheeler parking space on the ground level (hereinafter referred to as "**the said Apartment**"/"**the said Residential Apartment**").

23. West Bengal Housing Industry Regulation Act, 2017 and the Regulations made thereunder (hereinafter referred to as "**WBHIRA**") has come into force with effect from 1<sup>st</sup> June, 2018 and in accordance with the provisions of WBHIRA, an Agreement for Sale has been entered into on the \_\_ day of \_\_\_\_\_, 2018 between BSHDPL, as the Promoter, WBHIDCO, being represented by its constituted attorney Shapoorji Pallonji And Company Private Limited (SPCPL), SPCPL, as the Confirming Party and the Purchaser, as the Allottee, whereby the Promoter, for itself and on behalf of WBHIDCO has agreed to sell to the Allottee and the Purchaser has agreed to purchase from the Promoter and/or BSHDPL all that the residential apartment more fully described in the Third Schedule thereunder written as also in the **Second 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 thereunder as also in **Part-III of the First Schedule** hereunder written pertaining to SPANDAN Block, more fully described in Part-II of the Second Schedule thereunder written as also in **Part-II of the First Schedule** hereunder written being part of the Plots/Premises being No. E-1/E-2 (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 thereunder written as also in **Part-I of the First Schedule** hereunder written together with In-stilt 2 wheeler Parking Space being numbered \_\_\_\_ on the ground level, allotted to the Allottee, the Purchaser herein for his exclusive use more fully described in item No.2 of the Third Schedule thereunder written and **Item No.2 of the Second 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/E-2 (now being a portion of Premises No.02-0931) as specified in the Fifth Schedule thereunder written as also in the **Fourth Schedule** hereunder written all rights of user of the common parts, common areas as also certain other social facilities and amenities as specified in the Fourth Schedule thereunder written as also in the **Third Schedule and Fourth Schedule** hereunder written and the Fifth Schedule thereunder written in common with other Apartment Owners of SPANDAN 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 therein but otherwise free from all encumbrances, charges, liens, lis-pendens, 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 thereunder 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 the Parking Space”) 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 and the parking space or any part or parcel thereof excepting and reserving excepting and reserving such easement or quasi-easements, rights and privileges as are mentioned in the Eighth Schedule thereunder written as also in the **Seventh Schedule** hereunder written subject to the payment by the Purchaser therein, as the Allottee to the Promoter and also subject to the execution of the Conveyance in favour of the Allottee, the Purchaser herein and also subject to the observance of the other terms, conditions and covenants and the stipulation and obligations to be observed by the Allottee, the Purchaser herein as mentioned in the Ninth Schedule thereunder written and in the **Eighth Schedule** hereunder written as also herein mentioned subject however to the Purchaser’s paying and discharging taxes and impositions on the said Apartment and the Parking Space wholly and the common expenses as are mentioned in the Sixth Schedule thereunder written as also in the **Fifth Schedule** hereunder written and all other outgoing in connection with the said Apartment and the parking space wholly 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 at or for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for 1 BHK Apartment and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for 2 Wheeler In-stilt Parking Space aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (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 paid and/or payable by the Promoter). The Total Consideration Amount includes (1) proportionate share in the Common Areas; and (2) one two wheeler In-stilt parking space more fully described in the Third Schedule thereunder written.

The Agreement for Sale was registered at the Office of the Additional District Sub-Registrar at Rajarhat and recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, Being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ (hereinafter referred to as "**the Agreement for Sale**").

24. The said Apartment and the Parking Space allotted to the Purchaser is complete in all respects and the other Clusters as well as the other Blocks of the Housing Complex including the common areas are under construction and yet to be fully completed and accordingly, the Promoter has received the "Occupancy Certificate"/"Partial Occupancy Certificate" and/or the "Completion Certificate" as the case may be from the concerned authority, a photocopy whereof, is hereto annexed. The Promoter upon receiving the "Occupancy Certificate"/"Partial Occupancy Certificate" and/or the "Completion Certificate" from the concerned authority by a letter addressed to the Purchaser has intimated that the Promoter has completed the construction of the building where the said Apartment is situated in accordance with the building plan sanctioned by WBHIDCO and has complied with all the building rules and/or statutory formalities required for construction of the said building comprised in SPANDAN Block including the Apartment and the Parking Space agreed to be sold to the Purchaser.

25. The Purchaser also has in the meantime, made full payment of the consideration amount as per the payment plan set out in the Eleventh Schedule of the Agreement for Sale.

26. By a Deed of Release dated \_\_\_\_\_ made between IDBI Trusteeship Services Limited, as the Security Trustee, BSHDPL, as the Promoter and Shapoorji Pallonji & Company Private Limited (SPCPL), IDBI Trusteeship Services Limited with the consent and/or concurrence of the Lender's Agent and/or the other Lenders more particularly mentioned therein released certain portion of the mortgaged property

containing \_\_\_ Acres including the said Apartment together with \_\_\_ Buildings and/or Towers and \_\_\_\_\_ Sky Gardens (for common use) and the Parking Space more particularly mentioned in the \_\_\_\_\_ Schedule thereunder written from the scope and benefit of its mortgage in consideration of the Promoter and/or the Confirming Party making part payment of the loan amount and interest thereon. The said Deed of Release as aforesaid, was registered at the Office of the ADSR Rajarhat, New Town, 24 Parganas (North) and recorded in Book No.\_\_\_\_, Volume No.\_\_\_\_\_, Pages from \_\_\_ to \_\_\_\_\_, Being Deed No.\_\_\_\_\_, for the year 201\_\_\_\_\_.

27. The Purchaser has inspected all the relevant documents and is fully satisfied with the title of the property, sanctioned plan, the powers and authorities of the Owner, the Promoter and/or the Confirming party, the plans and specification of the construction etc. and has taken possession of the said Apartment and the parking space(s) and has requested the Owner, the Promoter and the Confirming Party to execute and register an Indenture of Sale in respect of the said Apartment and the parking space and the Owner, the Promoter and the Confirming Party are hereby executing this Indenture in respect of the said Apartment and the parking space together with undivided proportionate share or interest in the common areas as specified in the **Fourth Schedule** hereunder written in favour of the Purchaser.

28. The Owner, the Promoter and the Confirming Party hereby jointly declare and confirm that the said Apartment and the Parking Space are now free from all encumbrances and charges and the Owner, the Promoter as also the Confirming Party have agreed to execute an Indenture of Sale, being these presents, in favour of the Purchaser in the manner hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH** that: -

I. In consideration of the full consideration amount of the Mass Housing Plot, having already received by the Owner from the Promoter, and in consideration of the Purchaser having paid the total consideration amount excluding taxes to the Promoter on or before execution of these presents [the receipt whereof the Promoter doth hereby as well as by the Receipt and Memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchaser and the said Apartment and the parking space], WBHIDCO and the Promoter and the Confirming Party do and each of them doth hereby transfer, sell, convey, assign and assure and confirm to and unto the Purchaser 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 Second 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 First Schedule** hereunder written, pertaining to SPANDAN Block, more fully described in **Part-II of the First Schedule** hereunder written, being part of the Plots/Premises being No. E-1/E-2 (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 First Schedule** hereunder written together with In-stilt 2 wheeler Parking Space being numbered \_\_\_\_ on the ground level, allotted to the Purchaser for his exclusive use more fully described in **item No.2 of the Second 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/E-2 (now being a portion of Premises No.02-0931) as specified in the **Fourth 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 **Third Schedule** and the **Fourth Schedule** in common with other Apartment Owners of SPANDAN 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, lis-pendens, 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 **Sixth 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 the Parking Space**”) **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 in equity of the Promoter, the Owner and the Confirming Party in the said Apartment and the parking space or any part or parcel thereof **TO HAVE AND TO HOLD** the said apartment and the Parking Space hereby sold, transferred and conveyed to and unto the use of the Purchaser absolutely and forever **EXCEPTING AND RESERVING** such easement or quasi-easements, rights and privileges as are mentioned in the **Seventh Schedule** hereunder written **SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Purchaser as mentioned in the **Eighth Schedule** hereunder written **SUBJECT TO** the Purchaser’s paying and discharging taxes and impositions on the said Apartment and the Parking Space wholly and the common expenses as are mentioned in the **Fifth Schedule** hereunder written and all other outgoing in connection with the said Apartment and the Parking Space wholly and the said Building/Block and the Housing Complex proportionately **AND ALSO SUBJECT** to the

Owner's and/or the Promoter's right to commence, continue and complete construction of the Mass Housing Project.

**II. THE OWNER AND THE PROMOTER AND THE CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

(a) Notwithstanding any act, deed or thing by the Owner, Promoter and/or the Confirming Party executed or knowingly suffered to the contrary, consequent upon part release of the Mortgaged Property by execution and registration of the Deed of Release as aforesaid, the interest which the Owner, the Promoter and the Confirming Party do hereby profess to transfer and that the Owner, the Promoter and the Confirming Party jointly have the full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said Apartment and the Parking Space together with the abovementioned rights in the manner, as aforesaid.

(b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Apartment and the Parking Space and/or every part thereof and to receive rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owner, Promoter and/or the Confirming Party or any person or persons claiming under them and free and cleared from and against of all manner of encumbrances, trust, liens and attachments whatsoever save only those as are herein expressly contained.

(c) The said Apartment and the Parking Space and all other properties and rights hereby transferred are free from all encumbrances, attachments, liens, lispensens whatsoever and freely, clearly and absolutely and forever released and discharged or otherwise by the Owner, Promoter and/or the Confirming Party and well and sufficiently saved kept harmless and indemnified of from and against all further and other estate, title, charge and encumbrances whatsoever and have made or suffered by the Owner, Promoter and/or the Confirming Party and/or any person or persons lawfully and equitably claiming, as aforesaid.

(d) The Owner, Promoter and/or the Confirming Party shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Apartment and the Parking Space(s) together with the rights hereby granted unto the Purchaser and in the manner aforesaid.

(e) The Owner, Promoter and/or the Confirming Party shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the

Purchaser or to their Attorney or Agents or before or at any trial, commission, examination tribunal, board of authority for inspection or otherwise as occasion shall require all the title deeds relating to Mass Housing Plot and also shall at the like request and cost of the Purchaser deliver to the Purchaser copies thereof as the Purchaser may require.

(f) The Promoter hereby confirms and declares that the building and/or the Apartment and the Parking Space(s) and every part thereof has been constructed as per the specification described in the Brochure as also in the **Ninth Schedule** hereunder written.

(g) The Promoter, that is, BSHDPL, hereby agrees and undertakes that BSHDPL through its nominated Maintenance Agency will maintain the common areas and facilities for a period of one (1) year to be reckoned from the 90<sup>th</sup> day of issue of the notice calling upon the Allottee(s) to take possession of the Apartment(s) upon payment of all dues [which shall be the deemed date of possession irrespective of date when the Allottee(s) takes physical possession of the Apartment(s)] or until formation of Apartment Owners' Association under the West Bengal Apartment Ownership Act, 1972 and/or any modification thereof, whichever is later subject to the payment of maintenance charges made or to be made by the Allottee(s) of the Apartments pertaining to "SPANDAN Block" at such rate or rates as may be prescribed by the First Confirming Party from time to time. The maintenance charges for the first one year shall be paid by the Allottee(s) in advance to BSHDPL and in subsequent years it will be payable to the Apartment Owners' Association or the Maintenance Agency at the rate to be decided by them.

(h) The Promoter hereby further agrees and undertakes that on the lapse of one year after obtaining Occupancy Certificate for the building and within 2 months after a minimum number of persons, as required to form an Apartment Owners' Association, under the West Bengal Apartment Ownership Act, 1972, have taken flats, BSHDPL, shall take steps for the formation of an Association of Apartment Owners and shall join in respect of the unsold flats.

**III. THE PURCHASER DOETH HEREBY COVENANT AND AGREE WITH THE OWNER, PROMOTER AND/OR THE CONFIRMING PARTY as follows :-**

(a) The Purchaser shall have limited and conditional right of user over the common areas and facilities available in respect of other Clusters of "SPANDAN Block" but shall have proportionate undivided right over the common areas and facilities available in the particular Cluster where the Apartment situates in the manner more fully described in the **Sixth Schedule** and **Seventh Schedule** hereunder written.

(b) The Purchaser shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Purchaser as mentioned in the

**Eighth Schedule** hereunder written and pay all taxes, maintenance charges and all other outgoings in respect of the said Apartment and the Parking Space wholly and in respect of the common portions proportionately.

(c) The Purchaser has inspected all the relevant documents and/or papers relating to the said Apartment and the Parking Space and the Purchaser is fully satisfied with the title of the Owner, Promoter and/or the Confirming Party and the Purchaser will not raise any objection in future with regard to the title of the Owner, Promoter and/or the Confirming Party.

(d) The Purchaser shall not interfere with or obstruct or cause any sort of obstruction on the construction of the remaining blocks of the building in the Mass Housing Project or the common areas and common parts thereof in any manner whatsoever.

(e) The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Owner, Promoter and/or the Confirming Party with regard to the land and construction of Mass Housing Project on the said Plot of land is prejudiced and affected in any manner whatsoever.

(f) The Purchaser shall bear and pay proportionate common expenses, more particularly mentioned in the **Fifth Schedule** hereunder.

**THE FIRST 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 SPANDAN Block in Mass Housing Project ]**

All that the LIG Apartments named as "SPANDAN 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 \_\_\_\_\_ 1BHK residential Apartments constructed thereon in part of the Plot No. E-1/E-2 (now being a portion of Premises No.02-0931) of the Mass Housing Complex, in New Town, Police Station New Town.

**THE SECOND SCHEDULE ABOVE REFERRED TO****[ Description of the Apartment and the Parking Space(s)]**

1. All that the Apartment (1BHK), being numbered \_\_\_\_\_, on the \_\_\_\_\_ Floor of the building, having Stair Case No. \_\_\_\_\_ in Cluster \_\_\_\_\_, of Phase 10, SPANDAN Block, located in Plot No. E-1/E-2 (now being a portion of Premises No.02-0931), by admeasuring plinth area 425 Square feet and carpet area **307 Square feet** (excluding Balcony area of 16 Square feet), be the same a little more or less, consisting of one bed room, one living/dining room, one kitchen, one balcony and one toilet together with proportionate share of common parts and common areas comprised in the building/Cluster/Block in Plot No. E-1/E-2 (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 First Schedule hereinabove mentioned, of the SPANDAN Block, more fully described in Part-II of the First Schedule hereinabove mentioned, being part of the Mass Housing Project, named "SHUKHOBRIHTI" situated at Plot No. E-1/E-2



(now being a portion of Premises No.02-0931), New Town, Kolkata, more fully described in **Part-I of the First 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.

2. All that the In-Stilt Two Wheeler Parking Space being numbered \_\_\_\_\_ on the ground level within SPANDAN Block.

**THE THIRD 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 SPANDAN BLOCK OF**  
**THE HOUSING COMPLEX COMPRISED IN PLOT NO. E-1/E-2]**

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 FOURTH 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 FIFTH 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 SIXTH 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/E-2 (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/E-2 (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 SPANDAN Block, being Part of Plot No. E-1/E-2 (now being a portion of Premises No.02-0931) 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 SPANDAN Block, being Part of Plot No. E-1/E-2 (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 SPANDAN 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 SPANDAN Block, being Part of Plot No. E-1/E-2 (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 SEVENTH 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/E-2 (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 LIG 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 EIGHTH 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 "SPANDAN 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 LIG 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/E-2 (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 along with 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-allotees 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 any where 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 NINTH SCHEDULE ABOVE REFERRED TO**  
**[Technical Specifications]**

1. **Internals Walls** : (a) Brick work.  
(b) Finishes : POP punning over cement plaster inside flats.
  2. **External Walls** : (a) Finishes : Cement based paint over plaster .
  3. **Doors** : (a) All rooms openings with hardwood/MS frames and flush shutters.  
(b) Balcony door of Aluminum/hardwood.
  4. **Windows** : Aluminum/MS.
  5. **Floors** : (a) Rooms - ceramic tiles.  
(b) Toilets - ceramic tiles.  
(c) Kitchen - ceramic tiles.  
(d) Staircase - cement/concrete finish.  
(e) Lobbies – Ceramic tiles/cement/concrete finish.
  6. **Dado** : (a) Kitchen - glazed tiles (upto 2' above counter portion only).  
(b) Toilets - glazed tiles upto 5' – 00" level.
  7. **Kitchen**: (a) Cooking platform “ Black stone.  
(b) Sink : Stainless steel.
  8. **Stair railings**: Brick/MS.
  9. **Toilet fixtures**: (a) 1 no. EPWC  
(b) Taps and nozzles—chrome finish (all pipes concealed inside toilet).
  10. **Electrical(Power points 16A)**:  
(a) 1 point for kitchen.  
(b) All electrical fittings/wiring are as per BIS provisions
  11. **Waterproofing** :  
Waterproofing as per standard specifications complying BIS provisions.
  12. **Main building structures** :  
Stilt + 4 storey with walk-up staircase – all RCC framed structure on isolated strip/raft footings and combined footings.
- INFRASTRUCTURE** :
1. **Water supply pipelines** :  
UPVC/Chlorinated PVC(inside buildings) and DI/CI/PVC (external).
  2. **Sewerage** :  
(a) Vertical – UPVC (inside building)  
(b) Horizontal – UPVC/CI (inside building) and PVC/RCC(external).
  3. **Drainage Pipes** :  
(a) Vertical – UPVC (inside building)  
(b) Horizontal – UPVC(inside building) and PVC/RCC (external).
  4. **Roads** :  
(a) Main road – bituminous macadam.  
(b) Internal roads – bituminous road/concrete road/interlocking pre-cast paver blocks.
  5. **Soft/Hardscaping** : As per design to be provided by Architects.

**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 #  
Purchaser, \_\_\_\_\_ in the presence of : #

1.

2.

**MEMO OF CONSIDERATION :**

Received on and from the Purchaser, the sum of **Rs.\_\_\_\_\_ /-** (Rupees \_\_\_\_\_) only [for Apartment Rs.\_\_\_\_\_/ - and for In-stilt Two Wheeler Parking Rs.\_\_\_\_\_/ -], the full consideration money paid by the Purchaser to the Owner/the Promoter 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 Purchaser]

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

**DEED OF CONVEYANCE**

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