

AGREEMENT FOR SALE

This Agreement for Sale ("AGREEMENT") executed on this _____ day of _____

BY AND BETWEEN

1. **SPRING CITY BUILDTECH LLP** (PAN: AAJFH5880N) (formerly known as HSR Infrastructure LLP and more formerly known as HSR Infrastructure Private Limited), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India;



2. **SPRING CITY NIRMAN LLP (PAN:AASFP8849E)** (formerly known as **Paks Trade Centre LLP** and more formerly known as **Parks Trade Centre Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India;
3. **SPRINGCITY BUILDCON LLP (PAN ADCF57083G)** (formerly known as **Nishant Fiscal Services Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India;
4. **SPRING CITY REALTORS LLP (PAN AAJFH5883R)** (formerly known as **Harmony Merchants LLP** and more formerly known as **Harmony Merchants Private Limited**), a limited liability partnership firm, constituted and registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India;
5. **SPRING CITY ECOBUILDERS LLP (PAN AAOFV0487C)** (formerly known as **Vardhaman Gears LLP** and more formerly known as **Vardhaman Gears Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India;

Sl. Nos. 1, 2, 3, 4 and 5 hereinafter collectively referred to as the "OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**:



AND

6. **SPRING CITY BUILDTECH LLP** (PAN: AAJFH5880N) (formerly known as HSR Infrastructure LLP and more formerly known as HSR Infrastructure Private Limited), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at ECO CENTRE, EM Block, Plot No. 04, Unit No.902, 9th Floor, Sector- V, Post Office- Bidhan Nagar CK Market, Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091, District North 24 Parganas, West Bengal, India, represented through its Designated Partner, _____ (PAN: _____) (Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation, working for gain at _____, Post Office- _____, Police Station- _____, PIN- _____, District _____, West Bengal, India; hereinafter referred to as **"DEVELOPER/PROMOTER"** (which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**:

7. *[If the Allottee is an Individual]*

(1) _____ Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____)
(Mobile No. _____),
_____ son of/wife of/daughter of Mr. _____
by nationality: Indian, by occupation: _____
residing at _____
District: _____, Police Station: _____
Post Office: _____, PIN- _____, and (2)
Mr./Ms. _____ (PAN: _____)
(Aadhaar No. _____)
(Mobile No. _____),
_____ son of/wife of/daughter of Mr. _____
by nationality: Indian, by occupation: _____
residing at _____
District: _____, Police Station: _____
Post Office: _____, PIN- _____, hereinafter
referred to as the **"ALLOTTEE"** (which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators,
successors-in-interest and permitted assignees) of the **OTHER PART**.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the **"PARTIES"** and individually as a **"PARTY"**.

[If the Allottee executes by appointing a Power of Attorney Holder]

(1) _____ Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____)
(Mobile No. _____),
_____ son of/wife of/daughter of Mr. _____
by nationality: Indian, by occupation: _____
residing at _____
District: _____, Police Station: _____
Post Office: _____, PIN- _____, and (2)
Mr./Ms. _____ (PAN: _____)
(Aadhaar No. _____)



_____, (Mobile No. _____),
 _____, son/wife/daughter of Mr. _____,
 _____, by nationality: Indian, by occupation: _____,
 _____, residing at _____,
 District: _____, Police Station: _____,
 Post Office: _____, PIN- _____, represented by
 his/her/their Constituted Attorney, Mr. / Ms. _____,
 (PAN: _____), (Aadhaar No. _____), (Mobile No. _____),
 _____, son of/wife of/daughter of Mr. _____,
 _____, by nationality: Indian, by
 occupation: _____, residing at _____,
 District: _____, Police Station: _____,
 Post Office: _____, PIN- _____,
 _____, hereinafter referred to as the "ALLOTTEE" (which expression shall
 unless repugnant to the context or meaning thereof be deemed to mean and include his/
 her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of
 the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the
 "PARTIES" and individually as a "PARTY".

[If the Allottee is a Company]

_____,
 (PAN: _____), a Company incorporated under the Indian
 Companies Act, 1956 and as amended from time to time and having its registered office at
 _____, District: _____, Police
 Station: _____, Post Office: _____, PIN- _____,
 _____, represented by its Director / Authorized Signatory Mr. / Ms.
 _____, (PAN: _____),
 (Aadhaar No. _____), (Mobile No. _____),
 son of/wife of/daughter of Mr. _____, by nationality: Indian,
 by occupation: _____, residing at _____,
 District: _____, Police
 Station: _____, Post Office: _____, PIN- _____,
 _____, hereinafter referred to as the "ALLOTTEE" (which expression shall
 unless repugnant to the context or meaning thereof be deemed to mean and include
 his/her/their/its heirs, executors, administrators, successors-in-interest and permitted
 assignees) of the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the
 "PARTIES" and individually as a "PARTY".

[If the Allottee is a Company and executes by appointing a Power of Attorney Holder]

_____,
 (PAN: _____), a Company incorporated under the Indian
 Companies Act, 1956 and as amended from time to time and having its registered office at
 _____, District: _____, Police
 Station: _____, Post Office: _____, PIN- _____,
 _____, represented by its Constituted Attorney Mr. / Ms.
 _____, (PAN: _____),



(Aadhaar No. _____), (Mobile No. _____),
son of/wife of/daughter of Mr. _____, by nationality: Indian,
by _____ occupation: _____, residing - _____ at
_____ District: _____ Police
Station: _____ Post Office: _____ PIN-
_____, hereinafter referred to as the "ALLOTTEE" (which expression shall,
unless repugnant to the context or meaning thereof be deemed to mean and include his/
her/their/its heirs, executors, administrators, successors-in-interest and permitted assignees)
of the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the
"PARTIES" and individually as a "PARTY".

[If the Allottee is a Partnership Firm]

_____, (PAN: _____),
a Partnership Firm within the meaning of the
Partnership Act 1932, having its place of business at
_____, District: _____,
Police Station: _____, Post Office: _____, PIN-
_____, represented by its Managing Partner(s) namely (1) Mr. / Ms.
_____, (PAN: _____),
(Aadhaar No. _____), (Mobile
No. _____), son of/wife of/daughter of Mr.
_____, by nationality: Indian, by
occupation: _____, residing at _____,
District: _____, Police Station: _____, Post
Office: _____, PIN- _____, and (2) Mr. / Ms.
_____, (PAN: _____),
(Aadhaar No. _____), (Mobile
No. _____), son of/wife of/daughter of Mr.
_____, by nationality: Indian, by
occupation: _____, residing at _____,
District: _____, Police Station: _____, Post
Office: _____, PIN- _____, hereinafter referred to as the
"ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include his/her/their/its heirs, executors, administrators, successors-in-
interest and permitted assignees) of the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the
"PARTIES" and individually as a "PARTY".

[If the Allottee is a Proprietorship Firm]

Mr. / Ms. _____, (PAN: _____),
(AADHAAR No. _____), (Mobile
No. _____), son of/wife of/daughter of Mr.
_____, by nationality: Indian, by
occupation: _____, running his / her business as a sole proprietor under
the name and style of "_____",
and having its office at _____,
District: _____, Police Station: _____, Post Office: _____



_____, PIN-_____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a HUF]

Mr./Ms. _____ (HUF), (PAN: _____), having its address at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, represented by its KARTA namely Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

- A. The Developer/Promoter has represented to the Allottee that:
- (i) By virtue of several Deeds of Conveyance of different dates, the Owners purchased several pieces and parcels of land measuring in aggregate 7 Bigha 16 Cottah 07 Chittaks 17 Square feet [equivalent to 10465.634 Square Meter] [equivalent to 112652 Square Feet] [equivalent to 258.160 Decimal] more or less from its lawful vendors (hereinafter referred to as the "Project Land"), more particularly described and detailed in "Part-I" of "Schedule-A" hereto and demarcated in border "BLUE" in the map/plan annexed hereto and marked as "Plan-A". The devolution of title in respect of the Project Land is set out in "Part-II" of "Schedule-A" hereto.
 - (ii) The Owners are in lawful, khas, vacant and peaceful possession of the Project Land.
 - (iii) The Owners got recorded their name in the records of title of the Kolkata Municipal Corporation being Assessee no. 110570208251 in respect of the Project Land.
 - (iv) For the purposes of developing the Project (defined hereinafter) on the Project Land, the Owners entered into a Development Agreement dated 30.09.2019 which was registered with the office of the A.R.A.-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2019, at pages 469576 to 469638, being Deed No. 190409777 for the year 2019 and subsequently a Supplementary Development Agreement dated 05.08.2025 which was registered with the office of the A.R.A.-IV, Kolkata, recorded in Book No. I, Volume No.



1904-2025, at pages 518496 to 518544, being Deed No. 190411794 for the year 2025 (collectively referred to as the "Development Agreements") with the Promoter for the consideration and on the terms and conditions contained therein.

- (v) Subsequently, by an agreement dated 23.11.2023, the Owners and the Developer appointed one M/s Ambuja Housing and Urban Infrastructure Company Limited as development manager ("Development Manager") and one M/s Ambuja Neotia Holdings Private Limited as brand owner ("Brand Owner") and subsequently entered into a supplemental agreement dated 16.09.2025 with the Development Manager and Brand Owner (collectively referred to as the "Development Management Agreements") to provide to the Owners and Developer the management services in relation to the Project Land.
- (vi) Pursuant to the Development Management Agreements, the Owners executed a Power of Attorney dated 23.11.2023 in favour of the Development Manager and Brand Owner which was registered in the office of ARA-IV, Kolkata, and recorded in Book No. I, Volume Number. 1904-2023, Pages 964596 to 964619, Deed No. 190417555 for the year 2023 and executed another Power of Attorney dated 16.09.2025 in favour of the Development Manager and Brand Owner which was registered in the office of ARA-IV, Kolkata, and recorded in Book No. I, Volume Number 1904-2025, Pages 604299 to 604320, Deed No. 190413973 for the year 2025 granting various powers to the Development Manager and the Brand Owner to carryout their obligations under the Development Management Agreements.
- (vii) In pursuance of the Development Agreements, the Owners (through the Promoter) caused sanction of a single integrated building plan for the Project Land by the Kolkata Municipal Corporation (KMC).
- (viii) The KMC vide their letter dated 23.09.2025 (bearing Building PIN. 2025070095) granted sanction of a building plan for development and construction of the Project (defined *hereinafter*) on the Project Land. The Project is to be used for residential purposes with the allied amenities and facilities as approved by the authorities.
- (ix) In terms of the Development Agreements, the Promoter is developing a residential building, namely "Udyatt" on the Project Land (which is *hereinafter* referred to as the "Project").
- (x) The Project comprises of:
 - a. One G+31 storied residential building/tower comprising in total 94 (Ninety-Four) residential apartments and the same comprises of 24 (Twenty-Four) 3 BHK apartments and 70 (Seventy) 4 BHK apartments;
 - b. A Residential Activity Centre (RAC) spread over 30th and 31st floor of the residential building and one single-storied standalone building having *inter-alia* a multipurpose hall/community facility therein;
 - c. There are total 301 numbers car parking spaces (covered/mechanical multilevel/open) spread over Ground, First, Second, Third, Fourth & Fifth floor level; and



- d. common amenities comprising landscaped lawn areas and facilities such as car parking spaces, internal roads/pathways, and utility/service areas dedicated to and intended for the exclusive use and enjoyment in common by the allottees of the Project ("Project Common Areas" more particularly described in Schedule-"D").

The development/ construction/facilities/amenities detailed in (x) (a) to (d) above is treated as a single real estate project for the purpose of the Real Estate (Regulation and Development) Act, 2016 (Act).

- B. The Owners have obtained the final layout plan, approvals for the Project from the Kolkata Municipal Corporation (**Sanctioned Plan**) which is for development of residential apartments on the Project Land. The Owners and Promoter agree and undertake that it shall not make any changes to the layout plans of the Project except in strict compliance with Section 14 of the Real Estate (Regulation and Development), 2016 (Act) and other laws as applicable.
- C. The _____ vide approval dated _____ has granted the commencement certificate to develop the Project.
- D. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at Kolkata on _____ under Registration No. _____.
- E. The Owners and Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Owners and Promoter regarding the Project Land on which Project is to be constructed/developed have been completed.
- F. The Allottee had applied for an apartment in the Project vide **Application No.** _____ dated _____ and has been allotted **ALL THAT** residential Apartment No. _____ (including one maid room) having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to built-up area of _____ Square Meter (equivalent to _____ Square Feet)] [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet)], in Type _____, altogether located on _____ floor in the Project and exclusive attached open terrace area of _____ Square Meter (equivalent to _____ Square Feet) **TOGETHER WITH** _____ number of exclusive right to park medium size car in at _____ in the said Project, each measuring _____ sq.mtr.(equivalent to _____ sq. ft. more or less), as permissible under the applicable law **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and with the Owners and Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "Project Common Areas"), more particularly described in "Schedule-"D" hereto (hereinafter collectively, referred to as the "Apartment" more particularly described in "Part-III" of "Schedule-A" and the Floor Plan of the Apartment is described in "Schedule-B" and annexed hereto as "Plan-B").
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and on or before execution of this Agreement for Sale, the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:



- i. the floor plan, area and other dimensions and specifications of the Apartment;
 - ii. the layout plan and sanctioned plan of the Project and the Building/Tower containing the apartment; and;
 - iii. the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement for Sale is being executed; and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever.
- H. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners and Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph F of the recitals.
- K. The Allottee has caused necessary due diligence and satisfied himself/itself about the (i) rights of the Allottee and (ii) right & interest of the Owners and Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

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:

I. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in paragraph F of the recitals.
- 1.2 The total price of the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____ only) ("Total Price"). The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price	
Part-I (Consideration)	
Apartment No. _____	
Particulars	Amounts (Rs.)
Apartment	



Total	
Part-II (Other Charges, Deposits)	
Interim Maintenance Charge (equivalent to one year maintenance charges)	
Maintenance Security Deposits	
Maintenance Corpus/Sinking Fund	
Documentation Charges	
DG Charges	
RAC Membership Charges	
RAC Annual Subscription Charges	
TOTAL	
Taxes (GST)	
Grand Total Price [Part-I +Part-II + Taxes (GST)]	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of taxes paid or payable by the Promoter by way of GST, CGST and Cess or any other similar taxes which may be levied in connection with the development of the Apartment and the Project payable by the Promoter) up to the date of handing over the 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) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes pro-rata share in the Project Common Areas and other deposits & charges as provided within this Agreement.
- (v) The Total Price in respect of the Apartment includes recovery of cost of the Land, development of not only the land but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electrical cables, electrical sub-station(s), power back up facilities, networks for water supply, storm drainage and sewerage, installation of street lighting on common roads/streets and organized open space, if any, including landscaping in the common areas of the Project and maintenance charges as per Clause 11 etc. and includes cost of all other Project Common Areas, facilities and amenities, if any, to be provided in the Project and also the charges/ deposits more particularly mentioned in Clause 1.2 hereinabove.



- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Kolkata Municipal Corporation/competent authority and/or any other increase in charges which may be levied or imposed by Kolkata Municipal Corporation/ competent authority from time to time. The Promoter undertakes and agrees that while raising demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in "Schedule-C" (hereinafter referred to as the "Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at _____% (_____ percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of facilities and amenities described herein "Part-I" and "Part-II" of "Schedule-E" in respect of the Apartment and/or Project, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per provisions of the Act.
- 1.7 The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted to the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in "Schedule-C". All these monetary adjustments shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement for Sale.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges that the Allottee shall have the ownership to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment together with the proportionate, indivisible, undivided, impartible interest in the Project Common Areas.
 - (ii) Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided and separated, the Allottee shall use the Project Common Areas, along with other allottees/occupants of the Project, maintenance staff etc. without causing any inconvenience and hindrance to



them. Further, the right of the Allottee to use the Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable. It is clarified that the Promoter shall convey the undivided proportionate title in the Project Common Areas to the Association of the allottee(s) as provided in the Act or as may be advised by the Authority.

- (iii) That the computation of the Total Price of the Apartment includes recovery of consideration of the land, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and firefighting equipment in the Project Common Areas, deposits, maintenance charges as per **paragraph 11** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as provided in **Part-I & Part-II of Schedule-"E"** hereto.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment as specified in **paragraph-F** herein above shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project on the Project Land on which the Project is being developed. It is clarified that Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the allottee(s) of the Project subject to payment of maintenance and management charge in respect thereof.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely "Udyatt" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee or upto the Deemed Date of Possession, as the case may be, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment, Project and Project Common Areas). If the Owners/Promoter fails to pay all or any of the outgoings collected by it from Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Owners/Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in 'Schedule-C' as may be demanded by the Promoter within the time and in the manner specified therein:



Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate of prevailing SBI -1 year MCLR +2% or as per the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement for Sale and Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in Schedule-"C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "_____ " 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 India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement for Sale, any refund, transfer of security, if provided in terms of the Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accept no responsibility in regard to matters specified in Clause 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 for Sale, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPORTION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or Partial



Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project. Similarly, the Allottee shall make timely payments of instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale subject to the simultaneous completion of construction by the Promoter as provided in "Schedule-C" ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the specifications of the Apartment and accepted the floor plan, Payment Plan and layout plans [annexed along with this Agreement for Sale] which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans, specifications, amenities and facilities. Subject to the terms in this Agreement for Sale, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation/competent authority and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, Rules/Regulations framed under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement for Sale.

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 the Agreement for Sale. The Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Apartment by or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 become 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 allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement for Sale.

7.2 **Procedure for taking possession:** The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement for Sale, to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/Association of the Allottee, as the case may be, from the date of physical possession or from the Deemed Date of Possession. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (Thirty) days of receiving the



completion/occupancy/partial completion/partial occupancy certificate of the respective tower/building, as the case may be, of the Project.

- 7.3 **Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per paragraph 7.2 above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Sale, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in paragraph 7.2 above, such Allottee shall be deemed to have taken possession and continue to be liable to pay maintenance charges as applicable as specified in paragraph 7.2 above and all other outgoings from the Deemed Date of Possession as mentioned in this Agreement for Sale.

- 7.4 **Possession by the Allottee:** After obtaining the Completion Certificate or partial completion certificate, as the case may be, and handing over 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 Project Common Areas, to the Association of the allottees or to the Competent Authority, as the case may be, as per the local laws.

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

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

- 7.6 **Compensation:**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement for Sale, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (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 Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules of the Act for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:**

Subject to disclosure in Schedule "F", the Owners/Promoter hereby represent and warrant to the Allottee:



- i. The Owners have absolute, clear and marketable title with respect to the Project Land; requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Owners/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Project Land ;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower(s)/Building(s) and the Apartment and the Project Common Areas;
- vi. The Promoter has the right to enter into this Agreement for Sale 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 Project Land, including the Apartment which will, in any manner, affect the rights of Allottee under this Agreement for Sale;
- viii. The Owners/Promoter confirm that the Owners/Promoter is not restricted in any manner whatsoever from selling of the Apartment to the Allottee in the manner contemplated in this Agreement for Sale;
- ix. At the time of execution of the conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and as per local law, the Project Common Areas to the Association of the allottees or the competent authority, as the case may be;
- x. The Project Land is not the subject 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 Project Land;
- xi. The Owners/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority;
- 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 Project Land/Apartment) has been received by or served upon the Owners/Promoter in respect of the Project Land and/or the Project;
- xiii. The Project Land is not Waqf property.



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

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

- i. The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in paragraph 7.1. For the purpose of this paragraph '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 its 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 for Sale in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

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

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 for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement for Sale shall thereupon stand terminated.

10. **DEED OF CONVEYANCE OF THE APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Project Common Areas within 3 (three) months from



the date of issuance of Occupancy Certificate(OC)/ Completion Certificate(CC) by whatever name called and issued by the competent authority. 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 deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE PROJECT COMMON AREAS:

The Promoter shall be responsible to provide and maintain essential services of the Project Common Areas by themselves or through a maintenance agency appointed by the Promoter ("Maintenance Agency") till the taking over of the maintenance of the Project Common Areas by the association of allottees/owners of the Project (hereinafter referred to as the "Association").

The charges for maintenance of the Project Common Areas as defined above are herein collectively defined, referred to and understood as the **Maintenance Charges**.

The cost of Maintenance Charges for 1 (one) year from the Deemed Date of Possession of the Apartment ("Interim Maintenance Period") has been included in the Total Price of the Apartment.

The maintenance charge of the Interim Maintenance Period in respect of the Project Common Areas is termed as "Interim Maintenance Charges".

The terms and conditions of payment of Maintenance Charges are more fully described below:

- (A) **Project Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or Association, as the case may be, such charges at such rate as may be decided by the Promoter/Association from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Project Common Areas ("**Project Maintenance Charges**").

The Project Maintenance Charges shall remain liable to increase from time to time by the Promoter/Association.

So long as the maintenance of the Project Common Areas are not taken over by the Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

After the expiry of the Interim Maintenance Period, the Allottee shall be liable to pay the monthly or Quarterly Project Maintenance Charges to the Promoter or its nominated agency (ies) or to the Association, as the case may be.

It is further clarified that after the Interim Maintenance Period and the Maintenance Charges for the Project Common Areas shall be increased from time to time by the Promoter/Association, as the case may be.

It is assumed that the Association shall be formed, and maintenance and management



of the Project Common Areas will be taken over by the allottees within a period of 2 (two) years from the date of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

In case the formation of the Association is delayed beyond 2 (two) years from the date of completion of the Project for any reasons whatsoever, subject to the Allottee paying the Maintenance Charges at the rate as may be decided by the Promoter or its nominated agency, the Promoter may provide the essential common services in the Project till formation of the Association and handing over of the Project Common areas to the Association or may hand it over to the Competent Authority under the Act.

11.1 Formation of Association:

- i. **Association:** All the allottees of the Project shall form an Association in the manner as provided under the applicable local law, in order to ensure the effective and proper management and maintenance of the Project Common Areas. Upon formation of the Association, the Promoter shall transfer the Project Common Areas to the Association along with the responsibility to maintain the Project Common Areas.

It is incumbent on the allottees to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall, at an appropriate time within a period of 6 (six) months from the Date of receiving Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the allottees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972, to enable them to constitute/form such Association.

The Allottee, when called upon to do so by the Promoter, shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the West Bengal Apartment Ownership Act, 1972 to enable the formation of the Association, either by himself or through their attorneys, as may be advised by the Promoter for smooth and hassle-free completion of the whole process. The Allottee may also be required to sign and execute such other forms, papers, affidavits and any other paper so that the Association/society/committee (registered or unregistered) may be formed under any other law appropriate for formation of the Association.

- 11.2 In case, due to any reason, the Promoter has to maintain the Project Common Areas beyond the Interim Maintenance Period, then in such an event, the Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas, during the Interim Maintenance Period and beyond will be framed by the Promoter with such terms & conditions/restrictions as may be necessary for proper maintenance, such rules/bye-laws/terms/conditions/restrictions shall always be subject to the West Bengal Apartment Ownership Act, 1972 and such other restrictions as may be required to be there in any other applicable law(s) for the purpose of smooth and proper maintenance of the Project Common Areas of the entire scheme of development on the Project.

- 11.3 **Maintenance Security Deposit:** Before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an interest free security deposit amount equivalent to 1 (one) year' Project Maintenance Charges as part of the Total Price of the Apartment herein ("Maintenance Security Deposit"). All tax liabilities on account of Maintenance Security Deposit have to be borne by the Allottee. At the time of taking over of



management and maintenance of the Project Common Areas by the Association, the Maintenance Security Deposit shall be handed over by the Promoter to the Association. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the Association, the Promoter shall be entitled and the Allottee hereby authorizes the Promoter to deduct any/all amount of expenditure made by it towards the maintenance, management, upkeep and security of the Project Common Areas and out of deposits as also the non-receipt of Project Maintenance Charge from the Allottee. The Promoter shall be liable to give due account of such deductions to the Association.

- 11.4 **Maintenance Corpus/Sinking Fund:** Before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an amount for creation of maintenance corpus/sinking fund for, among others, major repairs, renovation and/or reconstruction of the Project Common Areas ("Maintenance Corpus/Sinking Fund") which has been included and part of the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the allottees of the Project without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over in a fair and equitable manner to the Association, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Project Common Areas. The Allottee will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP in the Project, Lift(s), transformer(s), DG Set(s) and façade/super structure of the Project.

- 11.5 So long as the Promoter maintains the (i) RAC and (ii) Project Common Areas and facilities the same will be done broadly in the following manner:

- (i) **The Residents' Activity Centre (RAC) and its Maintenance:**
- (a) The Promoter proposes to construct and set up an RAC namely, "Club Nova", in the Project for use of all the allottees in the Project. The RAC will part of the Project Common Areas and facilities and will be handed over to the Association in due course.
 - (b) The Promoter shall endeavour that running the RAC shall be done efficiently. Operation of the RAC facilities and collection of monthly subscription, guest charges and the user charges for the utilities/facilities (provided on "pay by use" basis) will be managed by the person(s) appointed and made responsible by the Promoter.
 - (c) During the Interim Maintenance Period and any extension thereof, the RAC shall be managed by the Promoter either by itself or through its nominee.
 - (d) All the allottees of the residential apartments of the Project will be a member of the RAC. The charges payable by the Allottee for becoming a member of the RAC is included in the Total Price.



- (e) One membership of the RAC will entitle four persons of the same family to use RAC facilities. These four persons should be residing in the apartment. The allottees may also request for additional membership for family member of the Allottee who will be lawful occupant(s) in their apartment(s) (**Additional Membership**), which may be permitted by the Promoter, subject to confirmation from the allottees/assignees and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)		On Allotment of Additional Membership

- Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the allottees/assignees.*
- The tenant/lessee/licensee of the allottees/assignees may use the RAC facilities on written confirmation of the allottee/assignee as their tenant/lessee/licensee and on payment of monthly subscription only.*

- (f) The allottees and the Additional Member(s) of the RAC may use the RAC facilities subject to payment of the monthly subscription ("Monthly Subscription") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)		From the date of commencement of RAC operations

- This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision.*

- (g) The allottees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted apartments as the member of the RAC.
- (h) If the members bring guests to use the RAC facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the RAC.
- (i) Some of the facilities at the RAC shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
- (j) Detailed terms and conditions of the RAC membership, different charges and rules and regulations governing the usage of the RAC will be



formulated by the Promoter or the Association, as the case may be, in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).

- (k) In case the Apartment is transferred by the Allottee, the membership of the RAC will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the RAC.
- (m) In case, the member becomes bankrupt or insolvent or makes any compromise arrangement with the creditors or does or suffers any act or things whereby the member becomes liable to the provision of Bankruptcy or Insolvency laws for the time being in force or have been adjudged bankrupt or insolvent, the RAC membership will automatically cease to exist.

- (ii) **Project Common Areas & Facilities and its maintenance:** The maintenance of the Project Common Areas and facilities primarily will include but not limited to maintenance of internal water supply, common electrical installations, DG sets, solar panels, landscaping, driveways, parking areas, lobbies, and lifts & staircases etc. and fire detection and protection and management of general security control of the Project.

11.6 The Allottee understands that the Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas and facilities, including that of the RAC and multi-level car parking spaces, if any, shall, during the Interim Maintenance Period and the extended interim maintenance period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (a) **Air Conditioning:** The space for outdoor unit for air-conditioning has been designed specifically for the VRV system connected with indoor units of all the rooms except the master bedroom. The master bedroom has been designed with a standalone dedicated DX unit. There is only one location provided for placing the outdoor unit of the VRF system (connected with indoor units of all the rooms except the master bedroom) and outdoor unit of master bedroom. Accordingly, the routing of the refrigerant piping from single outdoor Dx unit to indoor Dx unit of master bedroom and single outdoor VRV unit to the multiple VRF indoor units of other bedrooms and area have been designed and required slots/holes in structural member have been provisioned. While installing the AC system consisting of one outdoor unit for master bedroom and single VRF unit for other rooms- the designated routing of the refrigerant pipes shall have to be followed without any exception. No new hole shall be allowed in any of the reinforced concrete elements for any other suggested alternative routing of the refrigerant piping. The route for AC drainage pipes from specified location of the indoor units would also be specified and the same needs to be followed strictly. The outdoor units of the ACs are strictly to be installed in the designated space in a professional manner so that it does not adversely impact the building façade. Installation of window units or outdoor of DX units for other rooms except master bedroom shall not be allowed.



- (b) **Balconies/Terrace:** Drying of clothes etc. is not advisable in the main balcony to maintain the aesthetics of the Project and to provide equal enjoyment to all the allottees. Drying of clothes or hanging etc. is not permitted as it would be visible from the open areas of the Project. The balconies in the Apartment will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to interfere the aesthetics of the Project. No interference to the elevation/ façade of the Project is permitted. The design intent of the architects has to be maintained by the allottees. In case the Allottee wants to put railing for his/her safety, he can do so only after due approval from the architect and as per guidelines given by the Promoter. Fixing tiles and change in shade/colour scheme in walls of balcony is not allowed as it aesthetically disturbs the façade or elevation of the Project. In case it is found that the Allottee has not followed the guidelines in this regard, the Promoter and/or the facility manager appointed by the Promoter will take necessary actions including but not limited to stopping the work immediately.
- (c) **Electricity Supply:** The Allottee will have to apply for separate meter for its Apartment and will pay the necessary fees and charges/deposits to the electric supply agency which in this case of the Project is Calcutta Electric Supply Company Limited (CESC). The Promoter, however, either itself or through any person(s) authorized by it may help the Allottee to apply for its electric meter for the Apartment.
- (d) **Diesel Generator Power Back-up:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is part of the Total Price. In case the Allottee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KW at the rate of Rs. _____/- for 1 KW. The Allottees will be required to pay DG usage charges based on a suitable mechanism as shall be devised by the Promoter/Association, as the case may be.
- (e) **Provision for Electrical Vehicle (EV) Charging:** The Allottee understands that to get its EV Charging facility commissioned in its parking space (in the EV enabled Parking space only), the Allottee will be required to pay the cost of laying electrical cables, wiring and necessary infrastructure including socket with appropriate wattage and also other charges payable to the authority such as security deposit, connection charges, charges against additional power requirement. Once the Allottee requests the Promoter to commission its EV charging facility, the Allottee needs to pay an additional amount as may be decided by the Promoter against the same.

The usage charges against the electricity consumption will be assessed through pre-paid metering system. Also, the EV parking provisions will be provided at some designated place to be decided by the Promoter. It may be noted that for convenience of wiring such EV charging enabled parking spaces shall be clustered at specific location(s). In such cases of clustered EV charging enabled parking spaces, the metering shall be done on the basis of pre-paid metering



system. Therefore, the parking slot with provision of EV charging shall be separately clustered than the normal parking slots.

- (f) **Maintenance of Mechanical stack Parking Space:** The Allottee understands that the of exclusive right to park of any mechanical stack Parking Space is subject to the rules, regulations, terms and conditions for using such parking space. It is further clarified that the monthly/annual maintenance charges, cost towards repairs and replacement for such parking, if any, shall be paid by the respective allottee to the Promoter or Association, as the case may be, in the manner and at the rate as may be intimated by the Promoter or Association as the case may be, to the allottee for regular payment thereof.
- (g) **Documentation Charges:** The Allottee will be required to pay to the Promoter, the charges for documentation equivalent to _____ of the price of the Apartment and the price of the Parking space(s). The Documentation Charges will be part of the Total Price as mentioned in the clause 1.2 hereto.
- (h) **Insurance:** In accordance with Section 16 of the Act, the Promoter shall obtain such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the date of obtaining the completion certificate of the Project. If the Promoter is liable to take such insurance policy, the Allottee will be liable to pay the contribution towards payment of insurance premium to the Promoter and/or Association, as the case may be, on the basis of the carpet area of the Apartment. In case such insurance policy is extended beyond the date of completion of the Project the Allottee and/or Association will be responsible for extension such insurance policy at their own cost.
- (i) **Telecom Connectivity:** Each Apartment shall be provided with passive optical fiber, terminated at the Building Management Services ("BMS") Room or Other Service Provider ("OSP") Room in the fiber Main Distribution Frame ("MDF"). External service providers shall be permitted to install their equipment solely within the designated BMS/OSP Room and shall be entitled to provide active connectivity to the fiber serving a specific Apartment only upon the request of the Owner of such Apartment. The Owner shall have the right to select their service provider from among not more than two (2) service providers who have elected to operate within the Project premises and have agreed to pay the applicable usage charges for the space allocated to them.
- (j) **TV Connectivity:** The Owner/Promoter shall provide a central Cable Television (CATV) infrastructure system at the designated location and extend connections to all bedrooms and the living area at the designated television points. The Allottee shall not, at their own cost or otherwise, install any dish antenna, Direct-to-Home (DTH) equipment, or any other antenna-type devices at any location of their choice, including but not limited to balconies, kitchen sides, shafts, corridors, or entry areas, for the purpose of receiving television signals. At the time of handover possession of the Apartment, the Owner/Promoter shall provide the Allottee with a detailed "Do's & Don'ts" manual, which shall form an integral part of this Agreement. The Allottee shall strictly comply with all guidelines contained therein relating to the installation, operation, and maintenance of the CATV system.



- 11.7 After the Project Common Areas and Facilities of the Project are handed over to the Association, the Association will have its own Rules and the Bye laws as prescribed under the applicable law(s).
- 11.8 **Default In Payments of Maintenance Charges:** Till such time Association has taken over maintenance and management of the Project Common Areas and facilities, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and other charges (if any) within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest @2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 11.6 **Unrestricted access:** The Promoter (or its nominated agency) or the Association, shall have rights of unrestricted access of all Project Common Areas for providing necessary maintenance services and the Allottee agrees to permit either of them 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.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for 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 30 (thirty) days, and in the event of 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 OF ALLOTTEE TO USE PROJECT COMMON AREAS SUBJECT TO PAYMENT OF TOTAL PROJECT MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase of the Apartment on the specific understanding that his/her right to the use of Project Common Areas shall be subject to timely payment of total Project Maintenance Charges, as determined and thereafter billed by the maintenance agency appointed or the Association of allottees or the maintenance agency appointed by it and performance by the Allottee of all his/obligations in respect of the terms and conditions specified by the maintenance agency or the Association of allottees from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/Association of allottees shall have rights of unrestricted access of all Project Common Areas for providing necessary maintenance services and the Allottee agrees to permit the Association of allottees and/or maintenance agency 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.

15. **USAGE:**

Use of Basement and Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes such services including but not limited to electric sub-station, transformer, DG set rooms, STP, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other as permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner



whatsoever and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the towers/buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the towers/buildings is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/facade of the Project or anywhere on the exterior of the Project or Project 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 of the Project. 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 Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter for the Project and thereafter the Association of the allottees and/or maintenance agency appointed by Association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

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

18. ADDITIONAL CONSTRUCTIONS:

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

19. OWNERS/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owners/Promoter execute this Agreement for Sale, they shall not mortgage or create a charge on the Apartment and, if any, such mortgage or charge is made or created then not withstanding 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.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

This Agreement for Sale, along with its schedules and annexure constitutes the entire Agreement for Sale 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 Apartment.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Sale, waive the breach by the Allottee in not making payments as per the Payment Plan **Schedule-"C"** 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.

- 25.2 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.

26. **SEVERABILITY:**

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

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT FOR SALE:**

Wherever in this Agreement for Sale it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

28. **FURTHER ASSURANCES:**

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 for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement for Sale shall be completed only upon its execution by the Promoter through their authorized signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement for Sale is duly executed by the Allottee and the Promoter simultaneously with the execution the said Agreement for Sale shall be registered at the Office of the concerned Sub-Registrar, West Bengal. Hence this Agreement for Sale shall be deemed to have been executed at _____, West Bengal.

30. **NOTICES:**

That all notices (including demand for payment) to be served on the Allottee and the Promoter as contemplated by this Agreement for Sale shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/E-mail ID at their respective addresses specified below:

SPRING CITY BUILDTECH LLP (PAN: AAJFH5880N)

ECO CENTRE', EM Block,

Plot No. 04, Unit No.902, 9th Floor, Sector-V,

Post Office- Bidhan Nagar CK Market,



Police Station- Biddhan Nagar (East), Salt Lake, PIN 700091,
District North 24 Parganas, West Bengal, India,
Email-ID: _____

1st Allottee Email-ID: _____

It shall be duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement for Sale 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.

It is further clarified that the abovementioned registered E-mail ID shall be deemed as mode of communication in respect of the said Apartment.

31. **JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee/s 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 and all the allottees will be equally liable to perform the obligations under this Agreement.

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

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

[The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. **TAXES:**

- i. All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- ii. Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under



obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

35. RESTRICTIONS ON ALIENATION:

The Allottee can assign/transfer this Agreement for Sale only after expiry of 12 (twelve) months from the date of execution hereof but before the Promoter issuing the Notice of Possession of the Apartment, subject to the following conditions:

- i. The profile of the allottee is accepted by the Promoter.
 - ii. A transfer fee equivalent to 2% (two percent) of the Consideration amount together with applicable taxes, if any, payable thereon has been paid to the Promoter. The Promoter shall consent to such transfer only upon being paid the fee / charge as aforesaid;
 - iii. All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the Promoter;
 - iv. Any such transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
 - v. All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
 - vi. In case of transfer of allotment to a transferee after execution and registration of these presents, the allottee is required to cancel these presents by registered Deed of Cancellation and hand it over to the Promoter prior to such transfer.
36. It is hereby clarified that the ownership of the pond situated on the eastern side of the Project Land shall be transferred and the possession and maintenance will be handed over by the Promoter to the Association, which will be enjoyed by the Allottee in common with all the allottees of the Project in the manner as may be decided by the Promoter or the Association, as the case may be.

37. MISCELLANEOUS:

37.1 THE ALLOTTEE DOTH HEREBY AGREE WITH THE PROMOTER as follows:

- i. The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Project Common Area.
- ii. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- iii. The Allottee shall indemnify and keep indemnified the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.



- iv. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project and which may be assessed, charged or imposed upon either on the Promoter or the Allottee or occupier thereof whether in respect of the Apartment or the Project and the Project Common Areas in accordance with the provisions of relevant laws.
- v. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Project Common Areas and to keep the Promoter saved harmless and indemnified for all losses claims and demands which the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- vi. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Project Common Areas and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Project Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.
- vii. The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- viii. The Allottee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- ix. The Allottee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas, the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation.
- x. The Allottee shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.
- xi. The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas.
- xii. The Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities described in this Agreement.
- xiii. The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.
- xiv. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deed of Conveyance in respect of the Apartment in favour of the Allottee. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the



proposed deeds of conveyance for the purposes of separately conveying the Project Common Areas of the Project to the Association.

The Allottee expressly agrees, acknowledges, and confirms that the Development Management Agreements entered into between the Owner & Promoter and the Development Manager and Brand Owner are strictly internal arrangements and are executed solely in the capacity of an agent under Sections 9 and 10 of the West Bengal Real Estate (Regulation and Development) Act, 2017 ("WBRERA"). The Allottee shall have no concern, right, interest, or entitlement whatsoever arising out of or in connection with such Development Management Agreement(s), and no privity of contract, rights, obligations, duties, or liabilities of any nature are created or deemed to be created between the Allottee and the Development Manager and/or Brand Owner.

The Allottee further expressly understands and agrees that the Development Manager and Brand Owner are not promoter/co-promoter and are engaged to render specific services strictly to the Promoter in terms of the Development Management Agreement entered into between them and there is no privity of contract between the Allottee and the Development Manager.

The Allottee irrevocably waives, relinquishes, and abandons any and all present or future claims, demands, actions, proceedings, or causes of action of any nature whatsoever against the Development Manager and/or Brand Owner in respect of any acts, omissions, representations, obligations, or liabilities of the Owner/Promoter under this Agreement for Sale or otherwise. The Allottee agrees that all rights, remedies, and claims arising out of or in connection with this Agreement for Sale shall lie exclusively against the Owner/Promoter only.

- 37.2 In addition to what has been agreed in clause 12 above, the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

The Allottee further specifically agrees and understands as follows:

The responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.



It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas and amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

37.3 IN ADDITION, TO WHATEVER HAS BEEN AGREED IN CLAUSE 16 ABOVE, THE ALLOTTEE FURTHER SPECIFICALLY AGREES AND UNDERTAKES AS FOLLOWS:

The Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Association/maintenance agency and without causing any disturbance, to the other Allottee of Apartment in the Building. The Do's & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Project, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Project to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment or the Project (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee.

37.4 THE PROMOTER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:

- (i) That any relaxation and indulgence granted by the Promoter to the Allottee shall not in any way prejudice the rights of the Promoter under the Deed of Sale.
- (ii) That in relation to Clause 2 of the Agreement for Sale, it is hereby clarified that the Allottee shall make all payments towards the various charges, deposits, sinking fund and taxes (including GST or cess levied thereon) comprised in the Total Price in addition to the cost of the Apartment through A/c Payee cheque/demand draft or online payment (as applicable) in favour of " _____ " payable at _____.
- (iii) In relation to Clause 7.1 above, it is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.



- (iv) In relation to **Clause 7.2** above, the Promoter clarifies that the notice for possession will be given in writing to the Allottee specifying that the Allottee is required to take possession within 3 (three) months as articulated in Clause 7.2 above. In case the Allottee fails to take physical possession of the Apartment within the date of expiry of the third month of the notice of possession, the Allottee for all practical purposes will be deemed to have taken the possession of the Apartment (**Deemed Date of Possession**) and will be liable to pay all outgoings fully in respect of the Apartment and proportionately in respect of the Project Common Areas in the manner as agreed herein.
- (v) In relation to **Clause 7.5** of this Agreement for Sale, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this Clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

In addition to what has been clarified in clause 7.5 above, it is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- (vi) In addition to what has been agreed in clause 9.2 above, it is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- (vii) In addition to what has been agreed in clause 9.3 above, the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be.



- (viii) The Promoter hereby agrees to indemnify, defend, and hold harmless the Development Manager and the Brand Owner, their directors, officers, employees, agents, and representatives from and against claims, disputes, demands, losses, damages, costs, expenses, penalties, or proceedings (including legal fees) initiated by any allottee(s) or any authority before any court, tribunal, or forum arising out of or in connection with non-fulfilment of any obligation of the Promoter under this Agreement for Sale or the obligations of the Promoter under the WBRERA or otherwise.
- (ix) **Environmental Clearance Certificate:** The Allottee understands that the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives its consent to the Owner/Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner/Promoter from the Allottee thereto.
- (x) **Consent to Operate:** The Promoter will take the initial consent to operate in respect of the Project from the State Pollution Control Board. Thereafter, the Allottee through its Association will be liable to extend the same from time to time as may be applicable under the law.

37.5 DISCLAIMERS AND DISCLOSURES:

The Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee has agreed to not make any claims or raise any disputes including any claim under Clause 12 of this Agreement relating to defect liability against the Promoter in respect of the following:

a. Source of water supply:

- (i) The main source of water supply for the project is through KMC supply line. As alternative source, a deep borewell has been provided which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Allottee that the Promoter cannot further reduce the TDS of the water provided thro the borewell.
- (ii) The Promoter shall install a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Allottee that such water treatment plant would not reduce the TDS.
- (iii) The Allottee agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.
- (iv) The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system within the Apartment to reduce the TDS of water which is used for any purpose other than drinking.

- b. **Non-provision of car washing facility:** The Allottee has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage



of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.

- c. **Dual Plumbing System:** The Allottee has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.
- d. **Storm water drainage:** The Allottee has agreed and understood that although the storm water drainage system inside the campus/Project is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or waterlogging in the Project or any part thereof owing to the inadequacy of the municipal drainage system.
- e. **Natural Marble flooring:**
 - (i) The Allottee has agreed and understood that there may be cracks, shade variation, isolated patches etc. in the imported natural marble, incase laid anywhere in the apartments and/or in the common areas in the Project.
 - (ii) The Allottee further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring, incase used anywhere in the project.
 - (iii) The Allottee understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor, incase used anywhere in the project.
 - (iv) The Allottee has agreed and understood that the Promoter shall apply a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust, incase used anywhere in the project.. However, despite such measure being taken by the Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any colored liquid like tea coffee is often immediately absorbed and may leave a patch on the floor.
 - (v) In this regard the Allottee has understood and confirmed that the Promoter shall rectify any defect in polishing of the marble surface within 5 (five) years including redoing the polishing and reapplying the impregnating chemical free of cost. However, such liability of the Promoter shall be limited to the aforementioned period of 5 (five) years, incase used anywhere in the project.
- f. **Tile Flooring & Dado:** The Allottee has agreed and understood that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.



The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

- (a) D.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8\%$
- (b) D.2. Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4\%$
- (c) D.3. Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3\%$
- (d) D.4. $S > 410\text{cm}^2$: $\pm 0.2\%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

- (a) Dry-pressed ceramic tiles with low water absorption ($E \leq 0.5\%$ for Group B1a):
- (b) E.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0\%$
- (c) E.2. Surface Area $90\text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5\%$
- (d) E.3. Surface Area $190\text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5\%$
- (e) E.4. $S > 410\text{cm}^2$: $\pm 0.5\%$

In this regard the Allottee has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

g. AAC (Autoclaved Aerated Concrete) Block walls:

- (i) The Promoter shall construct AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.
- (ii) The Allottee has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have absolutely no adverse effect on the structural stability of the Apartment/Project.
- (iii) The Allottee has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

h. Car Parking Space:

- (i) The standard dimension of one car park in the Project is 5m x 2.5m (135 square feet) as per the building norms.
- (ii) There are following numbers of car parking spaces in the in the Project.

Sl	Proposed Car Parking	Nos.
1	Ground Floor Mechanical Open Car parking	24
2	Ground Floor Mechanical Covered Car parking	34
3	Ground Floor Covered parking	29



4	First Floor Covered Parking	38
5	Second Floor Covered Parking	44
6	Third Floor Covered Parking	44
7	Fourth Floor Covered Parking	44
8	Fifth Floor Covered Parking	44
	TOTAL	301

i. Provision of CCTV are proposed to be placed in the following areas:

- (i) Elevator Car (Lift) in the Project;
- (ii) Functional areas like CCTV room, BMS room, maintenance office entrance.

The Promoter shall not provide CCTV to the common corridors and stair exit / entrance at floor levels.

- j. The Allottee understands and agrees that roof(s) will mean the ultimate general roof of the building/tower as indicated on the roof plan of each building/tower. The Promoter or its associate or group company will have the right in perpetuity, free of any charges for putting up signage and hoardings including neon sign of its name or the name of its segment or affiliates, as well as their products, on the roof/terrace(s) and on the identified wall surfaces within the lobby/corridor of the building/tower/boundary wall of the Project. However, all the maintenance cost including electricity consumed at actuals (if illuminated) of such display/signage will be on the account of the Promoter.
- k. Some of the apartments have been provided with the right to exclusively use the "open to sky spaces or open terraces" (in case exclusive use has been provided to the Allottee in their agreement). The Allottee agrees and understands that such open terrace areas shall not be covered with temporary sheeting or by any other means at later date by the allottee of any such apartment.

The Allottee of the upper floor apartment has agreed and understood that he/she/they shall not be permitted to dump any waste/garbage or drop any item onto any such 'open to sky' terrace area or balcony(ies) of the apartment(s) below. However, there may be instances when items like tobacco, cigarette butts, utensils, plastic pipes etc. may fall onto the 'open to sky' terrace areas or balcony(ies) of the apartments below unintentionally. The Promoter shall not be liable for any damage caused to such 'open to sky' terrace areas or balcony(ies) or any other accident that may occur owing to such instances.



SCHEDULE-"A"

"Part-I"

(Project Land)

ALL THAT land measuring about 7 (seven) bigha 16 (sixteen) cottah 7 (seven) chittack and 17 (seventeen) square feet, more or less, equivalent to 10,465.634 (ten thousand four hundred and sixty five point six three four) square meter, more or less; out of the total area, the quantum of water bodies admeasuring 45.46 (forty five point four six) cottah, more or less, lying and situated at and being Municipal Premises No 33A/3, Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 057 of the Kolkata Municipal Corporation, Assessee No. 110570208251, Sub-Registration District Sealdah, District South 24 Parganas, delineated in the Plan attached hereto bordered in "RED" thereon and annexed hereto and marked as "Plan-A", the Project Land is butted and bounded by as follows:-

On the North	By	Canal South Road and Premises Nos. 32/2, 32/3, 32/4 & 32/5 Canal South Road, Kolkata;
On the East	By	15.1 meter KMC Road;
On the South	By	Partly by KMC Road thereafter 33A/1, Canal South Road and Rani Rashmoni Garden Lane, partly by premises Nos. 3/51, 3/50 & 3/10 Rani Rashmoni Garden Lane, Kolkata;
On the West	By	Premises Nos. 3/10, 1/2, 1/3, 1/4, Rani Rashmoni Garden Lane and B/29/2/H/8 Canal South Road, Kolkata.

Part-II

(Devolution of Title)

A. Title flow for Municipal Premises No. 32/1 Canal South Road, Kolkata – 700015

- i. At all material times one Haripada Ray Chaudhury was the owner of Niskar rent free land admeasuring 5 (Five) Bigha 7 (Seven) Cottahs more or less comprised within the Holding No. 26 at Municipal Premises No. 32/1, Canal South Road, within the Calcutta Municipal Corporation now the Kolkata Municipal Corporation, Division 4, Sub- Division: 1 (previously Sub-division 2) under Ward No. 057, Kolkata: 700015, Police Station: Entally, Dihi-Panchannagram (hereinafter "Pre-Acquisition Premises").
- ii. Thereafter, Notification bearing No. 918 LA dated 15th January, 1957 under Section 4 of the Land Acquisition Act, 1894 was published in the Calcutta Gazette in respect of proposed acquisition of 21 Cottahs 12 Chittacks and 23 Square Feet out of the Pre-Acquisition Premises.
- iii. By an Indenture dated 24th December 1958 made between Haripada Ray Chaudhury therein referred to as the Settlor and one Uma Rani Ray Chaudhury wife of Haripada Ray Chaudhury therein referred to as the Trustee, Haripada Ray Chaudhury created a trust and appointed his surviving second wife, Uma Rani Ray Chaudhury as the sole trustee and settled *inter-alia* the Pre-Acquisition Premises (set out in Schedule "B", Part IV of the above-mentioned Indenture) in favour of his 3 (three) sons namely, Hiramoy Ray Chaudhury, Prabir Ray Chaudhury and Samir Ray Chaudhury (hereinafter referred to as the "Sons of HRC").
- iv. The Indenture further records that each present and future son of Haripada Ray Chaudhury will have an equal share in 3/4th (three-fourth) share in the Pre-Acquisition Premises and his wife, Uma Rani Ray Chaudhury will have life interest in respect of 1/4th



(one-fourth) share of thereof and upon her demise, her life interest in 1/4th (one-fourth) share will vest equally in the aforesaid sons, upon each of them attaining the age of 21 (twenty-one) years. The said Indenture was registered in the Office of the Sub-Registrar, Calcutta, in Book No. I, Volume 59, at Pages 147 to 169, being Deed No. 1719 for the year 1959.

- v. Vide Notification No. 2580 LA dated 19th February, 1960, 21 Cottahs 12 Chittacks and 23 Square Feet out of the Pre-Acquisition Premises was acquired by the Government of West Bengal, Refugee Relief and Rehabilitation Department for the settlement of immigrants who migrated into India from East Pakistan.
- vi. After the aforementioned acquisition, the subject matter of the Indenture dated 24th December 1958 was land measuring 85 (eighty five) Cottahs 3 (three) Chittacks and 22 (twenty two) Sq. Ft. more or less comprised within the Holding No. 26 being a portion of Municipal Premises No. 32/1, Canal South Road, within the Calcutta Municipal Corporation now the Kolkata Municipal Corporation, Division 4, Sub- Division: J (previously Sub-division 2) under Ward No. 057, Kolkata: 700015, Police Station: Entally, Dihi-Panchannagram (hereinafter referred to the said "Premises No. 1").
- vii. By a Deed of Conveyance dated 25th October, 2010, made between the Sons of HRC and the said Uma Rani Ray Chaudhury therein jointly referred to as the Vendors and one Spring City Buildtech LLP (then known as HSR Infrastructure Private Limited) therein referred to as the Purchaser, the Sons of HRC and Uma Rani Ray Chaudhury sold transferred and conveyed the Premises No. 1 (subject to the terms and conditions of the afore-mentioned lease of Assam Bengal Veneer Industries Pvt. Ltd.) in favour of Spring City Buildtech LLP for the consideration mentioned therein. The said Deed of Conveyance was registered in the Office of the Additional District Sub-Registrar, Sealdah, South 24 Parganas, in Book No. I, CD Volume 7, at pages 2230 to 2253, being No. 03241 for the year 2010.
- viii. In the above-mentioned circumstances Spring City Buildtech LLP became the owner of the said Premises No. 1.

B. Title flow for Municipal Premises No. 33A/3 Canal South Road, Kolkata – 700015

- i. At all material times one Manick Lal Seal was the owner of land containing an area of 35 (Thirty-Five) Bighas 4 (Four) Cottahs and 10 (Ten) Chittack, more or less, lying and comprised in Municipal Premises No. 33 Canal South Road (subsequently renumbered as municipal premises Nos. 33A, 33B and 33C, Canal South Road), Kolkata- 700015, Police Station – Tangra in Ward No. 057, Sub -Registration District Sealdah, District South 24 Parganas (hereinafter referred to as the "Larger Premises").
- ii. The said Manick Lal Seal a Hindu governed by the Dayabhaga School of Hindu Law, died on 12th September, 1907, and before his death, he had executed a Will dated 7th June, 1907 (probate whereof was granted by the Hon'ble High Court at Calcutta vide order dated 18th November, 1907). Under the said Will, he appointed the Official Trustee of Bengal as the sole executor and sole trustee of his Will and bequeathed all his property unto his only son, Manohar Lal Seal upon attaining the age of majority.
- iii. Manohar Lal Seal a Hindu governed by the Dayabhaga School of Hindu Law had executed a Will dated 23rd February 1932. Under the said Will, he appointed the Official Trustee of



Bengal as the sole executor and bequeathed all his property unto his 3 (three) sons, namely, Mohan Lal Seal, Manoj Seal and Mohit Lal Seal (hereinafter collectively referred to as the "Sons of MLS"), and such bequest of the property was to take place upon each of them attaining the age of majority.

- iv. By an Indenture dated 12th September 1934 made between the said Official Trustee of Bengal therein referred to as the Transferor and the said Manohar Lal Seal son of Late Manick Lal Seal therein referred to as the Transferee, the Official Trustee of Bengal transferred and conveyed the said Larger Premises along with other properties belonging to the estate of the said Manick Lal Seal in favour of Manohar Lal Seal. The said Indenture was registered with the Office of the Registrar of Assurance, Calcutta, in Book No.1, Volume No. 8/, at Pages 166 to 186, being No. 3309 for the year 1934.
- v. The Sons of MLS upon attaining the age of majority filed an application for the grant of Letters of Administration before the Hon'ble High Court at Calcutta. Subsequently, by an Order dated 14th June, 1965, the Hon'ble High Court granted the Letters of Administration in favour of the Sons of MLS in Testamentary Suit No. 99 of 1964.
- vi. Subsequently, a Partition Suit (being No. 564 of 1965) was filed before the Hon'ble High Court at Calcutta and by a decree dated 24th December, 1973 the Hon'ble Calcutta High Court partitioned the properties belonging to the estate of said Manick Lal Seal whereby the said Larger Premises remained undivided and the Sons of MLS, each became entitled to undivided 1/3 (one-third) share of the said Larger Premises.
- vii. In the afore-said circumstances the ownership pattern of the Larger Premises became as follows:

Name of Owner	Allotted Undivided Share
Mohan Lal Seal	1/3 rd
Manoj Seal	1/3 rd
Mohit Lal Seal	1/3 rd

- viii. Thereafter, the Competent Authority held that the Sons of MLS held excess vacant land measuring 6 (Six) Bighas 6 (Six) Cottahs and 1.45 (One Point Four Five) Chittack (hereinafter referred to as the said "Excess Land") as per Urban Land (Ceiling and Regulation) Act, 1976 and the said Excess Land stood vested in the State of West Bengal.
- ix. After the aforesaid Excess Land was vested with the State of West Bengal, the Sons of MLS remained the joint owners of the balance portion of land measuring 28 (Twenty-Eight) Bighas 18 (Eighteen) Cottahs and 0.79 (Zero Point Seventy- Nine) Chittack comprised in Municipal Premises Nos. 33A, 33B and 33C Canal South Road, Kolkata-700015, Police Station – Tangra in Ward No. 057, Sub -Registration District Sealdah , District South 24 Parganas (hereinafter referred to as the said "Premises No. 2"), each being entitled to undivided 1/3rd share therein.
- x. By the following several deeds, respective Sons of MLS carried out transfers of their shares in the Premises No. 2:

Sl. No.	Vendor	Purchaser	Share	Deed particulars
1.	Mohan Lal Seal	Spring City Nirman LLP (then known as	Undivided 1/3 rd (one	Deed of Sale dated 28 th February, 2006 registered in



		Paks Trade Centre Private Limited)	third) share	the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, CD Volume No. 13, Pages 2628 to 2645, being No. 05108 for the year 2010
2.	Mohit Lal Seal	Spring City Buildcon LLP (then known as Nishant Fiscal Services Private Limited)	Undivided 1/3 rd (one third) share	Deed of Sale dated 9 th March 2006 registered in the Office of the Additional Registrar of Assurances-I, Kolkata, Book No. 1, CD Volume No. 2, Pages 5433 to 5463, being No. 00712 for the year 2010
3.	Manoj Lal Seal	Spring City Eco-Builders LLP (then known as Vardhaman Gears Private Limited)	Undivided 1/6 th (one sixth) share	Deed of Sale dated 28 th September 2007 registered in the Office of the Additional Registrar of Assurances-1, Kolkata, Book No. 1, CD Volume No. 13, Pages 2605 to 2627, being No. 05107 for the year 2010
4.	Manoj Lal Seal	Spring City Realtors LLP (then known as Harmony Merchants Private Limited)	Undivided 1/6 th (one sixth) share	Deed of Sale dated 28 th September 2007 registered in the Office of the Additional Registrar of Assurances-1, Kolkata, in Book No. 1, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010

- xi. By the following two deeds of gift, Spring City Nirman LLP (then known as Paks Trade Centre Private Limited), Spring City Eco-Builders LLP (then known as Vardhaman Gears Private Limited), Spring City Buildcon LLP (then known as Nishant Fiscal Services Private Limited) and Spring City Realtors LLP (then known as Harmony Merchants Private Limited) gifted the following lands comprised in the Premises No. 2 to the Kolkata Municipal Corporation out of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities:

Sl. No.	Area	Deed particulars
1.	2 (two) Bighas 10 (ten) Cottahs 15 (fifteen) Chittack and 42 (forty-two) Square Feet, more or less	Deed of Gift dated 20 th July 2015 registered in the Office of the Additional Registrar of Assurances-1, Kolkata, in Book No.1 Volume No. 1901-2015, Pages from 41090 to 41108, being No. 06121 for the year 2015



2.	20 (Twenty) Cottahs 7 (Seven) Chittacks and 31 (thirty-one) Square Feet more or less	Deed of Gift dated 20 th July 2015 registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1. Volume No. 1901-2015, Pages from 41109 to 41127, being No. 06122 for the year 2015
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- xii. In the afore-mentioned circumstances Spring City Nirman LLP (then known as Paks Trade Centre Private Limited), Spring City Eco-Builders LLP (then known as Vardhaman Gears Private Limited), Spring City Buildcon LLP (then known as Nishant Fiscal Services Private Limited) and Spring City Realtors LLP (then known as Harmony Merchants Private Limited) became owners of the land measuring 25 (twenty-five) Bighas 6 (six) Cottahs 9 (nine) Chittack and 5 (five) Square Feet.
- xiii. Pursuant to an application before the Kolkata Municipal Corporation, the KMC Assessment Collection (South) Department, by its Order Certificate dated 16th October, 2015, approved the separation of 2 (two) Bighas 5 (five) Cottahs, more or less, from the Premises No. 2 and renumbered the residual portion of the Premises No. 2 as Municipal Premises No. 33A, Canal South Road, Kolkata – 700015. Pursuant to such order, the separated part being 2 (two) Bighas 5 (five) Cottahs more or less out of the Premises No. 2 was renumbered as Premises No. 33A/3, Canal South Road Kolkata- 700015, Police Station – Tangra in Ward No. 057, Sub -Registration District Sealdah, District South 24 Parganas.
- xiv. In the aforesaid circumstances the following can be concluded:

Municipal Premises No. 32/1 Canal South Road		Municipal Premises No. 33A/3 Canal South Road	
Name of Owner(s)	Area	Name of Owner(s)	Area
Spring City Buildtech LLP (previously known as HSR Infrastructure Private Limited)	5 (Five) Bigha 7 (Seven) Cottahs	Spring City Nirman LLP (previously known as Paks Trade Centre Private Limited)	2 (two) Bigha as 5 (five) Cottahs
		Spring City Eco-Builders LLP (previously as Vardhaman Gears Private Limited)	
		Spring City Buildcon LLP (previously as Nishant Fiscal Services Private Limited)	
		Spring City Realtors LLP (previously as Harmony Merchants Private Limited)	

- xv. By a Deed of Exchange dated 18th March, 2016 made between Spring City Buildtech LLP (then known as HSR Infrastructure Private Limited) ("First Party") and Spring City Nirman LLP (then known as Paks Trade Centre Private Limited), Spring City Eco-Builders LLP (then known as Vardhaman Gears Private Limited), Spring City Buildcon LLP (then known as Nishant Fiscal Services Private Limited) and Spring City Realtors LLP (then known as Harmony Merchants Private Limited) (collectively "Second Parties"), the First Party transferred by way of exchange an undivided share of land measuring 0.5 (zero point five) decimal of land more or less, equivalent to 217.80 (two hundred and seventeen point eight zero) square feet, together with 50 (fifty) square feet structure thereon from and



out of Municipal Premises No. 32/1 Canal South Road, unto and in favour of the Second Party and in consideration thereof, the said First Parties transferred by way of exchange an undivided share of land admeasuring in favour of 0.5 (zero point five) decimal of land more or less, equivalent to 217.80 (two hundred and seventeen point eight zero) square feet, from and out of Municipal Premises No. 33A/3 Canal South Road in favour of First Party. The said Indenture was registered in the Office of the Additional Registrar of Assurances-1, Kolkata, in Book No. 1, Volume No. 1901-2016, at Pages 84980 to 85006, being No.2415 for the year 2016.

- xvi. All transactions have been made with respect to 107 cottahs at premises No. 32/1 Canal South Road. However, Spring City Buildtech LLP has claimed ownership of only 84.5 cottahs, and the same has been recorded in the IB copy (certified as of 24.03.2025).
- xvii. Subsequently, the above companies jointly applied for amalgamation of the Municipal Premises No. 32/1 with 33A/3, Canal South Road, Kolkata-700015 and got their names mutated as the recorded owners of the Amalgamated Premises No. 33A/3, Canal South Road, Kolkata- 700 015, (hereinafter referred to as the **Amalgamated Premises No.1**).
- xviii. As per records maintained by the Kolkata Municipal Corporation, the Amalgamated Premises No.1 originally comprised of three separate waterbodies measuring approximately 14.86 (Fourteen point Eight Six) Cottahs, 24.60 (Twenty-Four Point Six) Cottahs, and 6.00 (Six) Cottahs respectively, aggregating to a total of 45.46 (Forty-Five Point Four Six) cottahs.
- xix. The owners of the First Amalgamated Premises No. 1 submitted a formal prayer to the Kolkata Municipal Corporation seeking permission for the relocation and amalgamation of the previously recorded waterbodies into a single, artificially created waterbody within the subject premises. The said prayer was duly considered and approved by the Municipal Commissioner, vide order bearing reference no. E&H/99/2020-21 dated 10th September 2021, wherein the owners were directed to execute the proposed relocation and combination of the aforesaid waterbodies.
- xx. Pursuant to the aforementioned approval, the owners completed the relocation and amalgamation of the existing waterbodies into a single integrated tank, measuring approximately 45.46 (Forty-Five Point Four Six) Cottahs which was acknowledged and recorded by the Kolkata Municipal Corporation vide Memo No. E&H/190/2021-22 dated 13th January 2022.

C. Title of Municipal Premises No. 326, Canal South Road, Kolkata 700 015

- I. By an order bearing no. 2805-LRA-III/IL-165/19 GE (M) dated 31st July, 2024 passed by the Land & Land Reforms and Refugee, Relief & Rehabilitation, Government of West Bengal, long term settlement in respect to land admeasuring 07 (Seven) Cottahs 07 (Seven) Chittacks 08 (Eight) Sqft, 05 (Five) Cottahs 08 (Eight) Chittacks 16 (Sixteen) Sqft and 13 (Thirteen) Cottahs 15 (Fifteen) Chittacks (aggregating to a total of 26 (Twenty-Six) Cottah 14 (Fourteen) Chittack 24 (Twenty Four) Square feet) appertaining to Khasmahal B-C-Holding No. 1-1-46/8, B-C-Holding No. 1-1-46/9, and B-C-Holding No. 1-1-46/10 was sanctioned in favour of SpringCity Buildtech LLP for Residential purpose for a period of 99 years.



- ii. Pursuant to the order dated 31st July, 2024 an Indenture of Lease dated 11th day of November, 2024 was executed between Governor of the State of West Bengal therein referred to as the Lessor and Spring City Buildtech LLP therein referred to as the Lessee. The Lessor granted a lease for land measuring 26 (Twenty-Six) Cottah 14 (Fourteen) Chittack 24 (Twenty Four) Square feet more or less appertaining to Khasmahal B.C. Holding Nos. 1-1-46-8, 1-1-46-9 and 1-1-46-10 lying and situate adjacent to 33A/3 Canal South Road, Kolkata, Police Station Tangra, within Ward No. 057 of the Kolkata Municipal Corporation, District South 24 Parganas, 700015 (hereinafter referred to as the said "Premises No. 3") in favour of Spring City Buildtech LLP subject to the premium, annual rent and other terms contained therein. The said lease was granted for residential purpose for a period of 99 years with effect from 15th February, 2024. The said Indenture of Lease was registered with A.D.S.R., Sealdah, South 24 Parganas, in Book No. 1, Volume No. 1606-2024, Pages 132351 to 132375, being No. 4310 before the A.D.S.R., Sealdah, South 24 Parganas.
- iii. Subsequently, pursuant to an application made by Spring City Buildtech LLP, a demand notice dated 18th November 2024 was issued by the Government of West Bengal, Office of the Collector, South 24 Parganas (in accordance Notification No. 2701-LA/1A-03/23 dated 10th July, 2023, issued by the Department of Land & Land Reforms and Refugee Relief & Rehabilitation, Government of West Bengal) to Spring City Buildtech LLP for conversion of Premises No. 3 from leasehold to freehold.
- iv. Upon payment of the required sums as per the demand notice, a Deed of Conveyance dated 6th December 2024 was executed, wherein the Governor of West Bengal sold, transferred and conveyed the Premises No. 3 in favour of Spring City Buildtech LLP, for the consideration and subject to the terms contained therein. The said Deed of Conveyance was registered with D.S.R., Sealdah, South 24 Parganas in Book No. 1, Volume No. 1606-2024, Page No. 151270 to 151286 being No. 4789 for the Year 2024. Under the above Deed of Conveyance, Spring City Buildtech LLP is required to use the Premises No. 3 for residential purpose only.
- v. By an Indenture of Conveyance dated 10th December, 2024 made between Spring City Buildtech LLP therein referred to as the Vendor and (1) Spring City Nirman LLP, (2) Spring City Eco-Builders LLP, (3) Spring City Buildcon LLP and (4) Spring City Realtors LLP, therein collectively referred to as the Purchasers, Spring City Buildtech LLP sold, conveyed and transferred from and out of the said Premises No. 3 undivided land admeasuring 4 (Four) Chittacks more or less unto and in favour of (1) Spring City Nirman LLP, (2) Spring City Eco-Builders LLP, (3) Spring City Buildcon LLP and (4) Spring City Realtors LLP, for the consideration mentioned therein. The said Indenture of Conveyance was duly registered with A.D.S.R., Sealdah, South 24 Parganas and recorded in Book 1, Volume No. 1606-2024, Pages 152737 to 152757, Deed No. 4836 for the Year 2024.
- vi. In the above circumstances, Spring City Nirman LLP, Spring City Eco-Builders LLP, Spring City Buildcon LLP and Spring City Realtors LLP became joint owners of the said Premises No. 3.
- vii. Subsequently, the said LLPs along with Spring City Buildtech above made a joint application to the Kolkata Municipal Corporation for amalgamation of the Amalgamated Premises No. 1 and Premises No. 3.



- viii. **Conclusion on ownership:** In view of the above and subject to our observations, disclaimers and assumptions contained herein, we are of the view that the ownership of Municipal premises Nos. 32/1, 33A/3 and 326 Canal South Road (since amalgamated into municipal premises No. 33A/3 Canal South Road) is as follows:

Premises Nos.	Area (as per Title Deeds)	Owners
32/1	85 (eighty five) Cottahs 3 (three) Chittacks and 22 (twenty two) Sq. Ft.	Spring City Buildtech LLP, Spring City Nirman LLP, Spring City Eco-Builders LLP, Spring City Buildcon LLP and Spring City Realtors LLP ("Owner LLPs")
33A/3	2 (two) Bighas 5 (five) Cottahs	
326	26 (Twenty-Six) Cottah 14 (Fourteen) Chittack 24 (Twenty-Four) Square feet	
TOTAL	7 Bighas 17 Cottahs 02 Chittacks and 01 Square feet, which in physical measurement is found to be 7 bigha 16 cottah 7 chittack and 17 square feet	

"Part-III"
(Apartment)

ALL THAT residential Apartment No. _____ (including one maid room) having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to built-up area of _____ Square Meter (equivalent to _____ Square Feet)] [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet)], in Type _____, altogether located on _____ floor in the Project and exclusive attached open terrace area of _____ Square Meter (equivalent to _____ Square Feet) TOGETHER WITH _____ number of exclusive right to park medium size car in at _____ in the said Project, each measuring _____ sq.mtr. (equivalent to _____ sq. ft. more or less), as permissible under the applicable law AND AND TOGETHER WITH the Project Common Areas i.e. the pro-rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and with the Owners/Promoter in respect of the unallotted apartments in the Project and butted and bounded as follows:

East: _____;
West: _____;
North: _____;
South: _____;

SCHEDULE-"B"
[FLOOR PLAN OF THE APARTMENT]

Apartment No. _____ Together With an exclusive balcony and which has been more fully and particularly described in "Part-III" of Schedule- "A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as "Plan-B" and duly bordered thereon in colour RED.



SCHEDULE-"C"
[PAYMENT PLAN]

Milestone	Amount (* plus applicable taxes)
BOOKING MONEY	10% of Apartment Price
WITHIN 45 DAYS FROM EXECUTION OF AGREEMENT FOR SALE	10% of Apartment Price + 50% of RAC Membership Charges + 50% of Documentation Charges
ON COMPLETION OF foundation	15% of Apartment Price
ON COMPLETION OF 4TH FLOOR	10% of Apartment Price
ON COMPLETION OF 9TH FLOOR	10% of Apartment Price
ON COMPLETION OF 14TH FLOOR	10% of Apartment Price
ON COMPLETION OF 21ST FLOOR	10% of Apartment Price
ON COMPLETION OF ROOF CASTING	10% of Apartment Price
5 MONTHS FROM ROOF CASTING	10% of Apartment Price
ON OR BEFORE POSSESSION OF APARTMENT	5% of Apartment Price + Other Charges and Deposits + balance 50% of RAC Membership Charges and Documentation Charges

SCHEDULE-"D"
[PROJECT COMMON AREAS]

1. Boundary wall and exit gates;
2. Lounge and waiting area;
3. Swimming pool, changing room and associated service areas;
4. Main gate with security room/ Fire kiosk;
5. Blower room;
6. All service ducts and utility shafts;
7. Electrical substation and DG set;
8. Driver's room and toilet;
9. Service and Utility rooms;
10. Passenger & fire lifts in the project;
11. Corridor and lift lobbies;
12. All Staircases;
13. Corridors & fire refuge areas;
14. Overhead water tanks;
15. Indoor play areas, yoga room, gym and utility areas (RAC);
16. Ground floor landscape area;
17. Underground water tanks;
18. Sewage treatment plant area;
19. PHE and fire pump room;
20. OWC (organic waste composter);
21. Area for rooftop solar panels;
22. Landscaped open terrace for common use;
23. Multipurpose block comprising pre-function area, banquet hall, kitchen, toilet, varandah and utility areas;
24. Driveways and ramps in the project;



25. Natural waterbody and pond embankment.

SCHEDULE - 'E'

"Part -I"

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE APARTMENT]

Sl. No.		Specification
1	Structure	Framed RCC Structure
2	Wall	External wall- Non- structural RC Wall, Internal Wall- AAC Block wall or Sandwitched wall panel having AAC sandwitched between outer layer of cement fiber board
3	Door	Flush Door with SS hinge
4	Window	Aluminium glazed windows
5	Flooring	Bedroom, Living & Dining- Tiled flooring Balcony- Antiskid Tiled Flooring Toilet- Antiskid Tiled Flooring with Tiles on Dado
6	Internal Wall finishes	Putty finish.
7	External finishes	Weatherproof external paint
8	Electrical	Concealed wiring and modular switches
9	Sanitary and CP fittings	CP and sanitary fixtures of reputed make
10	Provision for Airconditioning	Space provided to keep single outdoor unit of VRF system connected to multiple indoor units of rooms and one outdoor DX unit for master bed room. Holes in reinforced concrete members provided for routing refrigerant piping along pre-fixed route

OR

Sl. No.		Specification
1	Structure	Framed RCC Structure
2	Wall	External wall- Non- structural RC Wall, Internal Wall- AAC Block or Sandwitched wall panel having AAC sandwitched between outer layer of cement fiber board
3	Door	Main Door - Flush Door Shutter with SS Hinge /Plywood shutter with paint finish Other Doors – To be installed by Unit Owners with FSC certified or rapidly renewable wood, conforming to the standard of IGBC Green Building Requirements – Version 3.0"
4	Window	Aluminium glazed windows



5	Flooring	IPS Floor finish. No skirting, dado or wall tiles will be fixed.
6	Internal Wall finishes	Putty finish
7	External finishes	Weatherproof external paint
8	Electrical	Surface Wiring with exposed switch
9	Sanitary and CP fittings	Each water closet / wash room / wet area is earmarked in the drawing and is provided with specific drainage point and individual water supply points for the domestic and flushing use. The owner can fix the sanitary and water supply fittings of their choice but the drainage points provided on the floor shall not be allowed to change without exception. Accordingly, the customer is shall not be allowed to change / vary the earmarked space for the water closet, wash basin and wet area of bathroom. The developer shall provide bare necessary basic fittings which are required for obtaining the completion certificate. fixture. All water fixtures used by the customer should be low-flow, in accordance with IGBC Green Building Requirements – Version 3.0
10	Provision for Airconditioning	Space provided to keep single outdoor unit of VRF system connected to multiple indoor units of rooms and one outdoor DX unit for master bed room. Holes in reinforced concrete members provided for routing refrigerant piping along pre-fixed route
11	Kitchen counter	To be done by unit owners

"Part -II"

[AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	Particulars	Description
1	FIRE FIGHTING FACILITY	<ul style="list-style-type: none"> Fire protection and detection system in common areas and inside units as per norms.
2	EMERGENCY EVACUATION SERVICE	<ul style="list-style-type: none"> Public address and voice evacuation system in common areas.
3	ACCESS TO COMMON SPACE	<ul style="list-style-type: none"> Access to lift lobby through corridor Passenger elevators and fire staircase
4	DESIGN FOR ELECTRICITY SUPPLY AND STREET LIGHTING	<ul style="list-style-type: none"> 24/7 DG facility to cater to essential facilities in the project.



		<ul style="list-style-type: none"> Grid electricity connection into the project. Street lighting along the driveways and walkways in the project. LED light in common area
5	PUBLIC HEALTH SERVICE	<ul style="list-style-type: none"> Internal sewer and storm water line Portable water conforming to relevant BIS standard.
6	SECURITY SYSTEM	<ul style="list-style-type: none"> Security system comprising of CCTV in elevators and specific common areas Security room
7	BUILDING MANAGEMENT SYSTEM	<ul style="list-style-type: none"> Specific essential services
8	LANDSCAPE	<ul style="list-style-type: none"> Landscaped external areas
9	ROOF	<ul style="list-style-type: none"> Common terrace areas
10	USE OF RENEWABLE ENERGY	<ul style="list-style-type: none"> Rooftop solar system installed as per norms.

SCHEDULE - 'F'

- Currently there is an encumbrance in the form of Equitable Mortgage created by the Promoter on the Project Land in favour of Tata Capital Housing Finance Limited for availing Project finance; and
- List of Cases:

Sl. No.	Case Nos.	Petitioner/ Appellant	Respondent/ Defendant	Status
ADDITIONAL DISTRICT JUDGE SEALDAH, SOUTH 24 PARGANAS				
1.	Misc Appeal/ 67/ 2024	Bikramjit Das and Another	Spring City Buildtech LLP and 12 Ors	Pending
CIVIL JUDGE JUNIOR DIVISION SEALDAH, SOUTH 24 PARAGANAS				
2.	MC/64/2016 (previously Misc. Case 33 of 2016)	Sri Shankar Saha and Ors	M/s Nishant Fiscal Service Pvt Limited and others	Pending



3.	Title Suit/131/2024	Bikramjit Das and one another	Spring City LLP and others	Pending
4.	Title Suit 1674/2014 (previously Title Suit No. 305/2010)	Sankar Saha	M/s Nishant Fiscal Service Pvt Limited and others	Pending
CIVIL JUDGE SENIOR DIVISION SEALDAH, SOUTH 24 PARAGANAS				
5.	Title Appeal/218/2014	Sri Sankar Saha	M/s Nishant Fiscal Service Pvt Limited	Pending

CALCUTTA HIGH COURT				
APPELLATE SIDE				
Sl. No.	Case Nos.	Petitioner/Plaintiff	Respondent/Defendant	Status
1	WPA 22848 of 2025	Manjir Ghosh	State of West Bengal and Others	Pending
2	WPA 26574 of 2024	Sushanta Roy	State of West Bengal and Others	Pending



IN WITNESS WHEREOF Parties herein above named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNERS:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs &
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs &
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE:**

1. Signature _____

Name _____

Address _____

2. Signature _____

Please affix
Photographs &
sign across the
photograph



Name _____

Address _____

Please affix
Photographs &
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted and prepared by:



Sreyash Gayal