

Deed of CONVEYANCE

THIS DEED OF CONVEYANCE ("DEED") is made on this the _____ day of _____, 20_____.

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**

AND

7. Mr./Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, By faith: _____, 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 faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, hereinafter referred to as the **"Purchaser"** (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 assigns):

The Owner/Promoter and the Purchaser shall hereinafter collectively be referred to as the **"PARTIES"** and individually as a **"PARTY"**.

WHEREAS:

- A. The Developer/Promoter has represented to the Purchaser 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 (collectively referred to as the with the Development Manager and brand Owner ("**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 has developed 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 purchasers of the Project ("**Project Common Areas**" more particularly described in **Schedule- "C"**).
- B. 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**).
- C. The Project was registered as a separated real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "**Act**") with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at _____ on _____ under Registration No. _____.
- D. The Purchaser 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 purchasers 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-"C"** hereto (hereinafter collectively, referred to as the "**Apartment**" more particularly described in "**Schedule-B**" and the **Floor Plan** of the Apartment is annexed hereto as "**Plan-B**" and the Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed hereto and marked as "**Plan-C**").
- E. By an allotment letter dated _____ ("**Allotment Letter**") the Promoter had allotted the Apartment, and the Purchaser accepted such allotment for a total price of Rs. _____/- (**Rupees** _____) only ("**Total Price**") and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations subject to the terms and conditions contained in the application form and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed of Conveyance and in case of any contradiction, the terms contained in this Deed of Conveyance shall prevail.



- F. By an Agreement for Sale dated _____, registered in the office of _____, West Bengal, recorded in Book _____, Volume Number _____, Page from _____ to _____, Being No _____ for the year _____ (hereinafter referred to as the "Agreement For Sale") the Owner/Promoter agreed to sell, transfer and convey and the Purchaser agreed to purchase the Apartment with all rights, title, interest and the properties appurtenant thereto for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project and their mutual rights and obligations.
- G. The Owner/Promoter has already developed and completed the construction of _____ and _____ including the apartments therein and have obtained the Completion Certificate or Occupancy Certificate for the Project, vide letter No. _____ dated _____ issued by the KMC.
- H. The Purchaser has from time to time paid the Total Price as mutually agreed and recorded in the Agreement for Sale.
- I. The Owner/Promoter called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken possession of the Apartment to the Purchaser's full satisfaction.
- J. Before taking possession of the Apartment, the Purchaser has:
- (a) seen and examined the specifications, components of the Project Common Areas and the specifications, amenities and facilities, more particularly described in **Schedule- "C" and Schedule-"D"** hereto, which had been approved by the competent authority, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter concerning the same, save and except, as mentioned in Clause _____ herein.;
 - (b) satisfied itself about the title of the Owner/Promoter to the Project Land and the documents relating to the title of the Project Land, the right of the Owner/Promoter, the plan of the Project, the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser;
 - (c) caused necessary due diligence and satisfied himself/itself about the (i) rights of the Owner/Promoter and (ii) right and interest of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE:

- 1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Owner and Promoter hereby sells, transfers and conveys to the Purchaser the **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** 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 purchasers 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-"C"** **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof and the properties appurtenant thereto (all collectively, herein before defined as the **Apartment**) **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. wholly in respect of the Apartment and proportionately with respect to the Project Common Areas from the date of its possession and/or the deemed date of possession, as the case may be. The Apartment along with the exclusive balcony is delineated in **RED** border on the floor plan of _____ annexed hereto and marked as "**Plan-B**" hereto. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed and marked as "**Plan-C**" hereto.

- 1.2 Unless contrary to the context, the capitalised term '**Apartment**' (defined above) wherever used in this Deed of Conveyance shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted and it is expressly made clear that the same constitute one residential unit.
- 1.3 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Owner and Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.4 The Purchaser shall use and enjoy the Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default, violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner and Promoter.
- 1.5 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Apartment hereby granted, sold, conveyed, transferred, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without



committing any breach, default or violation and without creating any hindrance relating to the rights of the Owners and Promoter and any other purchaser in the Project and/or the other buildings comprised in the Project.

- 1.6 The sale of the Apartment is together with and always subject to the easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants of this Deed of Conveyance, which shall be covenants running with the Apartment.

2. MAINTENANCE OF THE PROJECT COMMON AREAS AND THE COMMON FACILITIES:

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 purchasers/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**") had 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 Purchaser 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 Purchaser 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 purchasers 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 Purchaser 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.

2.1 Formation of Association:

- (i) **Association:** All the purchasers 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 purchasers 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 notify the purchasers for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972 to enable them to constitute/form such Association.

The Purchaser, 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 Purchaser 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.

- 2.2 In case, due to any reason, the Promoter has to maintain the Project Common Areas beyond the Interim Maintenance Period, then in such an even, the Rules/ Bye Laws to regulate the use and maintenance of the Project Common Areas 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.



- 2.3 **Maintenance Security Deposit:** The Purchaser before taking over the possession of the Apartment, has paid 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 has been paid by the Purchaser.

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 Purchaser 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 any non-receipt of Project Maintenance Charge from the Purchaser. The Promoter shall be liable to give due account of such deductions to the Association.

- 2.4 **Maintenance Corpus/Sinking Fund:** The Purchaser before taking over the possession of the Apartment, has paid 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 was part of the Total Price of the Apartment. All tax liabilities on account of Maintenance Corpus/Sinking Fund has been paid by the Purchaser. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers 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 Purchaser 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.

- 2.5 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 constructed and set up an RAC namely, "**Club Nova**", in the Project for use of all the purchasers in the Project. The RAC is 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 purchasers of the residential apartments of the Project will be a member of the RAC. The charges payable by the Purchaser 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 purchasers may also request for additional membership for family member of the Purchaser who will be lawful occupant(s) in their apartment(s) (**Additional Membership**), which may be permitted by the Promoter, subject to confirmation from the purchasers 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 purchasers /assignees.*
 - The tenant/lessee/licensee of the purchasers may use the RAC facilities on written confirmation of the purchasers as their tenant/lessee/licensee and on payment of monthly subscription only.*
- (f) The purchasers 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 purchasers 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 Purchaser, 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.
 - (L) 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.

2.6 The Purchaser 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:

- (i) **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 VRV 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.



- (ii) **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 purchasers. 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 purchasers. In case the Purchaser 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 Purchaser 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.
- (iii) **Electricity Supply:** The Purchaser has applied/will 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 Purchaser to apply for its electric meter for the Apartment.
- (iv) **Diesel Generator Power Back-up:** Diesel Generator ("DG") has been installed for power backup to run the basic facilities in the Project. In addition to that, DG back up facility is also available for every apartment. The allocated DG load and charges which payable by the Purchaser on or before possession of their Apartment is part of the Total Price paid by the Purchaser. In case the Purchaser 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 Purchaser 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.
- (v) **Provision for Electrical Vehicle (EV) Charging:** The Purchaser understands that to get its EV Charging facility commissioned in its parking space (in the EV enabled Parking space only), the Purchaser 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 Purchaser requests the Promoter to commission its EV charging facility, the Purchaser needs to pay an additional amount as may be decided by the Promoter against the same.
- (vi) 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.



- (vii) **Maintenance of Mechanical stack Parking Space:** The Purchaser understands that the 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 is payable by the Purchaser 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.
- (viii) **Insurance:** If the Promoter has taken any insurance policy as per Sec.16 of the Act, the Purchaser 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 Purchaser and/or Association will be responsible for extension such insurance policy at their own cost.
- (ix) **Telecom Connectivity:** Each Apartment has been 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 Purchaser 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.
- (x) **TV Connectivity:** The Owner/Promoter has provided 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 Purchaser 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 of the Apartment, the Owner/Promoter has provided to the Purchaser with a detailed "Do's & Don'ts" manual, which is part of this Deed. The Purchaser shall strictly comply with all guidelines contained therein relating to the installation, operation, and maintenance of the CATV system.

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).

- 2.7 **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 Purchaser and will make the Purchaser 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.
- 2.8 **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 Purchaser 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.

3. THE OWNER/PROMOTER REPRESENTED AND WARRANTED TO THE PURCHASER AS FOLLOWS:

- 3.1 The Owners had 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;
- 3.2 The Owner/Promoter had requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land and the Project Land for developing the Project;
- 3.3 The Owner/Promoter had lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 3.4 Save and except, what has been mentioned in Schedule-"__" herein, there are no litigations pending before any Court of law with respect to the Project Land or the Apartment.
- 3.5 The Owner/Promoter had been in compliance to the extent as required under applicable laws in relation to the Project, the Project Land, the building(s) and the Apartment and the Project Common Areas;
- 3.6 The Owner/Promoter has the right to execute and register this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 3.7 Other than the Application, Allotment Letter, and the Said Agreement, the Owner/Promoter had not entered into any agreement for sale and/or agreement for transfer 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 Purchaser under this Deed of Conveyance;
- 3.8 The Owner/Promoter confirm that the Owner/Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance.
- 3.9 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;
- 3.10 The Owner/ Promoter, as the case may be, have duly paid and shall continue to pay to the Competent Authority 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 Apartment and the Tower/Building/Project (as the case may be) till the deemed date of possession in terms of the notice for possession issued by the Owner/Promoter.



- 3.11 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 Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land.
- 3.12 The Project Land is not Waqf property.
- 3.13 The Owner/Promoter has paid all outgoings before transferring the physical possession of the Apartment to the Purchaser, which it has collected from the allottees/purchasers of the Project, 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, as the case may be).
- 3.14 The Owners/Promoter developed the Project in accordance with the Project Plan and the Rules, regulations, byelaws, FAR and other such provisions made applicable by the authorities having jurisdiction over the Project and has not made any variation/alteration/modification in Project Plan, other than in the manner provided under the Act.
- 3.15 The Owner/Promoter hereby record and acknowledge the receipt of Rs. _____/- (Rupees _____) only towards the Total Price reserved herein.
- 3.16 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the right, title and interest in the Apartment along with the irrevocable non-exclusive right to use the Project Common Areas and facilities without any interruption, hindrance, disturbance or obstruction by the Owner/Promoter or any person claiming through under or in trust for the Owner/Promoter.
- 3.17 The Owner/Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.
- 3.18 The Owner/Promoter further covenants that the Project is an independent, Project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Tower/Building in its vicinity or otherwise *save and except* for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Towers/Buildings comprised in the Project.

The Owner/Promoter further covenants that Project Common Areas shall be dedicated to and *available* only for use and enjoyment of the allottees/purchasers of the Project and the Owner/Promoter (for unallotted apartments comprised in the Project).

4. THE PURCHASER DOETH HEREBY COVENANTS WITH THE OWNERS/PROMOTER as follows:



- 4.1 The Purchaser shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Project Common Area.
- 4.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 4.3 The Purchaser 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.
- 4.4 The Purchaser 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 Purchaser 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.
- 4.5 The Purchaser 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.
- 4.6 The Purchaser 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 Purchaser shall be liable to make payments for the same to the concerned authority.
- 4.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project without specific approval from the Promoter/Association and/or the concerned authority(ies).
- 4.9 The Purchaser 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.
- 4.10 The Purchaser shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.
- 4.11 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas.



- 4.12 The Purchaser covenants 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.
- 4.13 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.
- 4.14 The Purchaser has borne and paid the applicable stamp duty, registration fee and other legal charges in relation to the registration of the Deed of Conveyance. The Purchaser 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 deed(s) of conveyance for the purposes of separately conveying the Project Common Areas of the Project to the Association.
- 4.15 The Purchaser fully understands, 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 ("WBREDA"). The Purchaser shall have no connection, 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 Purchaser and the Development Manager and/or Brand Owner.

The Purchaser further understands 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 Purchaser and the Development Manager.

The Purchaser 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 Deed of Conveyance or otherwise. The Purchaser 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.

- 4.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the their respective building(s) or anywhere on the exterior or the common areas of the respective building(s) and/or any other remaining buildings comprised in the Project. The Purchaser shall also not change the colour scheme of the outer walls or the walls facing common areas or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the respective building(s).
- 4.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be



responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 4.18 The Purchaser shall on his/her own get the Apartment mutated in his/her name and/or separately assessed by the KMC.

5. **THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:**

- 5.1 Any relaxation and indulgence granted by the Owner/Promoter to the Purchaser shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Conveyance.
- 5.2 The failure of the Owner/Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents on the Purchaser shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Conveyance or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed of Conveyance executed by both parties hereto.
- 5.3 The Project Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in **Schedule-"C"**, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Purchaser in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project.
- 5.4 The Apartment along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same shall be not expressly mentioned in any future conveyances or instrument of transfer.
- 5.5 The Purchaser has obtained electricity meter with respect to his Apartments from the _____. The Purchaser shall pay the electricity bills pertaining to his/her Apartment directly to _____.
- 5.6 The Promoter will take the initial consent to operate in respect of the Project from the State Pollution Control Board. Thereafter, the Purchaser through its Association will be liable to extend the same from time to time as may be applicable under the law.
- 5.7 The Promoter has agreed 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 purchaser (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 Deed of



Conveyance or the obligations of the Promoter under the WBRERA or otherwise.

6. **DEFECT LIABILITY:**

6.1 In case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application and Allotment Letter relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act **PROVIDED HOWEVER THAT** that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (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 Owner/Promoter.

6.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Owner/Promoter and without giving the Owner/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 Owner/Promoter shall be relieved of its obligations and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

6.3 It is specifically agreed that the responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:

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

6.4 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 Owner/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 and the Project Common Areas and amenities and facilities wherever applicable. The Purchaser has been made aware and the Purchaser also expressly agreed that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls including 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.

6.5 The Purchaser also agrees and confirms that the decision of the Owner's/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.

7. **POSSESSION:**



At or before the execution of this Deed of Conveyance, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Owner/Promoter in the Apartment, the sanctioned plan and the constructions, including the quality and specifications thereof, the area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the Apartment development, the Project Common Areas and facilities and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed of Conveyance, *khas*, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Owner/Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

8. **Disclaimers And Disclosures:**

The Promoter had made the following disclosures/disclaimers in respect of the Project and the Purchaser has agreed to not make any claims or raise any disputes including any claim under Clause _____ of this Conveyance 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 Purchaser 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 Purchaser that such water treatment plant would not reduce the TDS.
- (iii) The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Bla:
- (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 Purchaser 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 has constructed 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 Purchaser 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 Purchaser 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:

- Elevator Car (Lift) in the Project;
- 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 Purchaser 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 Purchaser in their agreement). The Purchaser 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 purchaser of any such apartment.

The Purchaser 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: J (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. 87, 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:

| No. | Vendor | Purchaser | Share | Deed particulars |
|-----|----------------|--|---|---|
| 1. | Mohan Lal Seal | Spring City Nirman LLP (then known as Paks Trade Centre Private Limited) | Undivided 1/3 rd (one third) share | Deed of Sale dated 28 th February, 2006 registered in 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 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 |

- 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) Cotanh | Spring City Nirman LLP (previously known as Paks Trade Centre Private Limited) | 2 (two) Bighas 5 (five) Cottah s |
| | | 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 | |

SCHEDULE-"B"

[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 being Nos. _____, _____ on the _____ level 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 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 purchaser 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-"C"
[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-"D"

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

| Sl. | 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. • 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 - 'E'

List of Cases:

| Sl. | Case Nos. | Petitioner/ Appellant | Respondent/ Defendant | Status |
|-----|-----------|--------------------------|--------------------------|--------|
|-----|-----------|--------------------------|--------------------------|--------|



IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at **Kolkata** in the presence of attesting witnesses, signing as such on the day, month and year first above written.

Signed and Delivered by the Owners
at Kolkata in the presence of:

1.

(Authorized Signatory)

2.

Signed and Delivered by the Promoter
at Kolkata in the presence of:

1.

(Authorized Signatory)

2.

Signed and Delivered by the Purchase(s) at
Kolkata in the presence of:

1.

2.

Drafted and prepared by:



MEMORANDUM OF CONSIDERATION

The Owner/Promoter acknowledge to have received the following amounts in full and to their satisfaction as Total Price for the Apartment:

| | |
|--|---------------|
| Break-up of Total Price: | |
| Part I (Consideration) | |
| Apartment No. | |
| Particulars | Amounts (Rs.) |
| Total | |
| Part II (Other Charges & Deposits) | |
| Particulars | Amounts (Rs.) |
| | |
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| | |
| Taxes | |
| Grand Total (Part I + Part II + Taxes) | |

 *Arach Gopal*