

CONVEYANCE DEED

THIS INDENTURE made this _____ day of _____ Two Thousand _____

BETWEEN

1. **MR. ASHOKE KUMAR GUHA (PAN: ADOPG8912C & AADHAAR: 2965 7276 6988)** son of Late Sachindra Nath Guha @ Bijay Guha, residing at Bijay Nagar, Gate No. 2, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas,
2. **MR. ANJAN GUHA (PAN: ADNPG5086G & AADHAAR 5121 5147 0083)** son of son of Late Pradip Kumar Guha @ Ajay Kumar Guha, residing at Subhash Garh, P.O.: Korachandigarh, P.S.: Madhyamgram, Kolkata: 700 130, District: North 24 Parganas,
3. **MR. ALOKE KUMAR GUHA (PAN: AGSPG5834A & AADHAAR: 4000 4611 4061)** son of Late Sachindra Nath Guha @ Bijay Guha, residing at 2 No. Debigarh, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas
4. **THE UNITED ENGINEERS (PAN: AACFT8305R)**, a Partnership Firm having its principal place of business at Jessore Road, P.O. & P.S.: 700 129, District: North 24 Parganas represented by its Partner namely Mr. Anjan Guha, son of Late Sri Pradip Kumar Guha @ Ajay Kumar Guha, residing at Subhash Garh, P.O.: Korachandigarh, P.S.: Madhyamgram, Kolkata: 700 130, District: North 24 Parganas,
5. **M/S. DESFAB ENGINEERS PVT. LTD.(PAN: AABCD8328A) & CIN: U74210WB2001PTC93528)**, a Company incorporated and constitute under the provisions of the Companies Act, 1956 and is an existing company within the meaning of Companies Act 2013 having its registered Office at Jessore Road, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas, represented by its Directors namely Mr. Alope Kumar Guha, son of Late Sachindra Nath Guha @ Bijay Guha; residing at 2 No. Debigarh, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas. **(hereinafter jointly referred to as the GROUP A OWNERS ;**

AND

1. **MR. ASHIT GUHA (PAN: AEAPG8672A & AADHAAR: 7591 6599 7951)**, son of Late Sachindra Nath Guha @ Bijay Guha, residing at 2 No. Debigarh, P.O. & P.S.: Madhyamgram, Kolkata: 700 129, District: North 24 Parganas,

2. **MRS. KRISHNA SENGUPTA, (PAN: ABFPS2344K) & (AADHAR:276517926759),** Wife of Mr. Chandan Sengupta residing at Biresh Palli, P.O & P.S Madhyamgram, District North 24 Parganas; and
3. **MR. CHANDAN SENGUPTA (PAN:ANDPS7864C) & AADHAR (653606654070),** son of Late Sourendra Nath Sengupta residing at Biresh Palli, P.O & P.S Madhyamgram, District North 24 Parganas; (**hereinafter jointly referred to as the GROUP B OWNERS** ;

The Group A and Group B Owners are collectively referred to as the **OWNERS** and being represented by _____ (PAN: _____),(AADHAR: _____)son of _____, by faith _____, by occupation _____, residing at _____, P.O _____, P.S _____ Kolkata – _____ (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in so far as the LLP's are concerned their respective Partners; in respect of the Companies their successors or successors-in-office; in respect of HUF, the Karta and in respect of individuals their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**,

AND

SRIJAN REALTY PRIVATE LTD. (PAN AAHCS6112K) a Company incorporated under the Companies Act 1956 having its regd. Office at 36/1A, Elgin Road, Kolkata – 700 020 represented by its Authorized Signatory, Mr. **RAVI KUMAR GUPTA [PAN NO.BCPPG9650J, AADHAR NO. 752687409406]**, son of Pramod Kumar Gupta, residing at 15/30/1, Tinkori Nath Bose Lane, P.O.- Salkia, P.S. Golabari, Howrah, Pin 711 106, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **SECOND PART**.

AND

[If the Allottee is an individual]

Mr. _____, (Aadhaar no. _____) son of _____ aged about ----- years, residing at _____ (PAN _____) , hereinafter referred to as the “Allottee” (which expression shall

unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the THIRD PART.

or

[If the Allottee is the company]

_____(CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____(Aadhar No._____) duly authorized vide board resolution dated _____hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the THIRD PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____(PAN - _____), represented by its authorized Partner, _____(Aadhar No._____) authorized vide _____hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the THIRD PART:

[or]

[If the Allottee is a HUF]

Mr..... (PAN No.....) son of, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residing at, PAN no.) hereinafter referred to as the” Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs , executors, administrators, successor in interest and permitted assigns,) of the THIRD PART:

The owner, the promoter and allottee shall hereinafter collectively be referred to as the “parties “ and individually as a “party”

Definitions.- For the purposes of this Agreement for Sale, unless the context otherwise requires,-

WHEREAS:

- A. The Group A Owners were seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcels of land containing an area of **249.97 Decimal** equivalent to **151.23185 Cottah** be the same a little more or less more fully described in **Part-I of SCHEDULE-A** herein referred to as **Land Parcel-1**
- B. By a Deed of Conveyance dated 13.12.2024 registered in the Office of DSR-III, North 24 Parganas, in Book No.I, Volume No.1525-2025 Pages 61719 to 61757, Being No.2671 for the year 2025 the Vendors named therein sold transferred and conveyed All That the Land Measuring 29.93 decimal equivalent to 18.01 Cottah unto and in favour of the Owner Nos 1,2 and 3 amongst the Group A Owners. More fully described in **Part-II of SCHEDULE-A** hereinafter referred to as **Land Parcel-2. .**
- C. By an Agreement dated 22nd May, 2024 executed by the Group A Owners abovenamed of the One Part and the Developer of the other part registered in Office of ARA-IV, Kolkata, in Book No.I, Volume No.1904-2024 Pages 390615 to 390722, Being No.7466 for the year 2024, the Owners granted the exclusive right of Development unto and in favor of the Developer for development of **249.97 Decimal** hereinafter referred to as the ‘**Principal JDA**’.
- D. By another Supplementary Agreement dated 11th March, 2025 the Group A Owners above named of the One Part and the Developer of the other part registered in Office of ARA-IV, Kolkata, in Book No.I, Volume No.1904-2025 Pages 141830 to 141858, Being No.3553 for the year 2025, the Owners granted the exclusive right of Development unto and in favor of the Developer for development of **29.93 Decimal** equivalent to **18.11 Cottah** more fully herein referred to as **Land Parcel-2** above hereinafter referred to as the ‘**SUPPLEMENTARY JDA**’.

- E. In the manner aforesaid the Group A Owners granted the exclusive right of Development unto and in favor of the Developer for development of **ALL THAT** land aggregating to **279.9** decimal equivalent to **169.3395 Cottah** more fully and particularly described in **Part-III** of the **Schedule-A** hereinafter referred to as the “ **GROUP A LAND**” situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within Ward No. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas more fully described in **Part –III** of **Schedule-‘A’** being the **TOTAL GROUP A LAND** .
- F. The **Group B** Owners are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas more fully and particularly described more fully described in **PART-IV** of **SCHEDULE-A** and shown in the Plan annexed hereto and marked Annexure-A
- G. By an Agreement dated 2nd May, 2024 executed by the Owners abovenamed of the One Part and the Developer of the other part registered in Office of ARA-IV, Kolkata, in Book No.I, Volume No.1904-2024 Pages 390723 to 3907824, Being No.7465 for the year 2024, the Owners granted the exclusive right of Development unto and in favor of the Developer for development of **84.35 Decimal** hereinafter referred to as the “ **GROUP B LAND**” equivalent to **51.03175 Cottah** .
- H. The Group A Land and Group B land aggregating to **364.24** decimal equivalent to **220.3652** Cottah are hereinafter collectively referred to as the “SAID LAND” more fully described in **PART-V** of **SCHEDULE-A (PROJECT LAND)** and shown in the Plan annexed hereto and marked Annexure-A
- I. The title Documents of the GROUP-A and GROUP-B Owners are more fully described in the **SCHEDULE – G** hereunder;
- J. The Development will be in various phases and all phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A .
- K. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate such Future Development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Developer may also create few more facilities in the future development which will also be shared by Allottees of all phases entire Housing Complex.

- L. The Allottees of Units in any phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases and also Future Phases as defined herein / to be defined and identified in the plan annexed hereto and marked Annex-A
- M. The First phase/project land measuring 144.567 decimal earmarked for the purpose of building three Multi-storied (B+G+12) residential towers at present ; The Second Phase /Project on land measuring 85.77 decimal will consist of two residential towers having B+G+12 stories and the Third Phase/Project land measuring 133.40 decimal will consist of one Residential/Commercial B+G+11 Storied tower, which plan can vary from time to time.
- N. The Promoter is thus competent to enter into this Agreement and the legal formalities with respect to the right, title and interest of the Owners in the said Land on which Project is to be constructed have been completed;
- O. It is presently envisaged that the entire Housing Complex to be developed on 364.34 decimal land more fully described in **Part-V** of the **SCHEDULE-A** and demarcated in the Plan annexed hereto and marked Annexure-A
- P. The First Phase will consist of three residential Towers more fully described in **Part-VI of Schedule-A**. The amenities and facilities such as club, gymnasium, banquets, sporting and/or leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law (s). Shall be provided in the Subsequent Phases. The other phases will be defined by Promoter time to time and the said Entire Building Complex will be registered under RERA phase-wise .
- Q. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- R. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR available for the entire Housing Complex need not be uniformly utilized in all the different projects/phases and the Promoter may vary the utilization of the permissible Ground Coverage/FAR from phase to phase in terms of height other varieties of Building or use can also be built in future/other phases to utilize the FAR or for various other purposes.

- S. All The Facilities and Amenities will be mutually shared by all the phases of the entire Housing Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time .
- T. In the absence of local law only, each Phase/Project may have a separate Association of Unit Owners and in that case each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Apartment Complex including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of all phases of the entire complex towards maintenance of common pathways, infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phases and progressing to the incomplete phases, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees of all phases including future phases.

- U. Municipality/ Panchayet Authority has sanctioned the Building Plan No. _____ dated _____ to develop the First Phase/project.;
- V. The promoter has obtained/will obtain the layout plan, sanctioned plan, services, specifications and approvals for the Project and also for the Apartment, Bungalow, Offices, shops, plot or other type of buildings, as the case may be from Sanctioning Authority.
- W. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Developer in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to First Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable Apartment, , Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.
- X. The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his registration before RERA Authority and further disclosed on the web-site as mandated by the Promoter.
- Y. The Promoter will take up construction and development of other phases of construction of the other Blocks of the Complex in due course and add to the entire project.
- Z. The Promoter may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
- AA. The Promoter has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.
- AB. The promoter has registered/applied for registration of _____ Entire Project under the provision of the RERA and the authenticated copy of the Application No._____/Registration Certificate of the Project is annexed hereto and marked ANNEX-D
- AC. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of Apartment, /building and based on the title assurance by the Promoter and/or their Advocate

and after referring to the papers and documents supplied by them available on the link of the Developer / RERA website the Allottee after prima facie satisfying himself /herself/ itself/ themselves about the rights of the Promoter and after inspection of the Plan, designs and specifications prepared by the Promoter's Architects and sanctioned by the Competent Authorities in respect of the Project/ Phase and all other permissions necessary for construction and development of the Project/ Phase had applied for an Apartment, vide EOI/application No.....dated.....and has been allotted/Booked Apartment No..... type, onfloor in Building Block No.....("Building") having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share (in the "common areas" of Project/First Phase (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (n) of section 2 of the Act working out to a Super Built up area of _____ square feet, alongwith exclusive use of the Terrace admeasuring _____ Sq.Ft alongwith the right to use _____ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent)No._____ admeasuring_____ square feet (Car Parking Space) located on the Basement/Ground/___ Floor of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the "**Apartment/Unit** " as per Unit Plan and Parking Plan annexed hereto and collectively marked Annex-B and described in SCHEDULE B);

- I. The authenticated copies of Certificate of Title issued by the Advocate of the Promoter , have been/will be uploaded in the official web-site of the Project under the website of the RERA Authority and the Allottee may also independently satisfy himself/herself/itself/themselves about the Owner's title to the Project Land on which the Units are to be constructed.
 - II. The Allottee has been made aware and has unconditionally agreed that the occupants of Apartment, , in other phases of the Project shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services of the Project which are so intended by the Promoter for use of the occupants of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).
- AA. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- AB. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws , rules , regulations, notifications, etc, applicable to the project and with the further understanding that the Promoter may charge different rates from different allottees

for Apartment, , for different locations, specifications and at different times at the sole discretion of the PROMOTER.;

AC.This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude diminish the right of any financial institution , fund, registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his Unit in the said Project.

AD.The parties rely on the confirmations, representation and the assurances of each other with particular reference to the INTERPRETATIONS of the legalities of this Agreement precisely stated in Clause No.35-B hereunder which the Parties agree to faithfully abide by in accordance with the terms, conditions, and stipulation contained in the agreement and all applicable laws and are now willing to enter into this agreement and the Allottee hereby agree to purchase the Apartment, alongwith right to use of the parking (if applicable) as specified in Para X; on the terms and conditions appearing hereinafter.

AE. 'CLUB' shall be set up as part of the entire Residential Housing Complex including the total phase including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club. The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation, but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations.

AF. The allottees of the Complex are required to pay one-time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance. Maintenance of Club and Monthly subscription charges and other facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be. Allottees of every phase will be entitled to use the Club as and when they get possession (three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body. I.e. monthly club charges will be calculated on the basis of the following formula:

Total Club and other facilities Expenses / Total Sq.Ft of all the Allottees who have got possession

AG. The Club shall have the recreational facilities as more fully described in the Agreement.

AH. The Allottees shall observe and strictly abide by the Rules, Regulations, Restrictions and User Rules Fire safety Rules, Maintenance Rules framed from time to time by the Promoter and upon the formation of the Association by such Association for proper management of the Housing Complex. The covenants agreed herein to the Promoter shall mean and include towards Association also. A detailed list of such rules will be provided in the Agreement for Sale.

AI. The allottees are notified that the set format of the agreement for sale shall not be amendable under any circumstances.

AJ. The Promoter will not entertain any request for any internal / external change in the layout. The allottee is however can do the changes of its own after getting the possession with prior permission from the concern authority.

AK. RESERVED RIGHTS OF THE DEVELOPER/PROMOTER:

(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex / Township and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Town House/Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary

vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Row House/Town House/Apartment, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Row House/Town House/Apartment, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.
- (11) The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.

- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Row House/Town House/Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Promoter shall retain for itself , its successors and assigns including all of the Row House/Town House/Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Row House/Town House/Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Row House/Town House/Apartment, .
- (17) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.

- (18) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.
- (19) All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Promoter at all times and the Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.
- (20) The Promoter shall without any reference to the Apex body or the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in ny manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (21) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (22) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units .
- (23) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Promoter shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee ALL THAT THE

Apartment Unit/Nursing Unit No..... type, onfloor in Building Block No.....("Building") having carpet area of square feet corresponding to Built-up area of _____ square feet demarcated in the Floor Plan annexed hereto and marked **ANNEX-C** and pro rata share (in the "common areas" of Project/First Phase (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under clause (n) of section 2 of the Act working out to a Super Built up area of _____ square feet, alongwith exclusive use of the Terrace admeasuring _____ Sq.Ft alongwith the right to use ____ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent)**No._____ admeasuring_____ square feet (Car Parking Space)** located on the Basement/Ground/___ Floor of or around the Building Block for his own use and not otherwise as permissible under the applicable law (hereinafter referred to as the "Apartment/Unit " as per Unit Plan and Parking Plan annexed hereto and collectively marked **Annex-B** and described in **SCHEDULE B**) hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the Schedule-E to the Agreement for Sale dated _____ in common with the other unit Owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE OWNERS/VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owners/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The

Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Vendors and the Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their attorneys or agents at or before any trial

examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts there from as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER as follows :-

a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the holding Organization for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

IV. It is further stated that as on the date of procurement of completion certificate there is no electric connection in the aforementioned unit.

THE SCHEDULE -A ABOVE REFERRED TO

SAID LAND:

Part – I

GROUP – A OWNERS' LAND

LAND PARCEL – 1

|| That the pieces and parcels of land containing an area of **249.97 Decimal** equivalent to **151.23185 Cottah** be the same a little more or less situate lying at various R.S and L.R Dags in Mouza

Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas as detailed below:

Dag No.	RS Kh. No.	Total Area	Owner Name	Purchased Area (in Dec)
594	186	3	Aloke Kumar Guha	3
595	186	113	Aloke Kumar Guha	3.31
			Desfab Engg. Pvt Ltd.	15.61
			Ashoke Kumar Guha & Anjan Guha	5.92
555	632	37	Desfab Engg. Pvt Ltd.	27
			United Engg.	10
556	632	29	Desfab Engg. Pvt Ltd.	17
			United Engg.	12
557	832	27	Desfab Engg. Pvt Ltd.	8
			United Engg.	19
558	832	6	Desfab Engg. Pvt Ltd.	6
559	832	7	Desfab Engg. Pvt Ltd.	7
560	832	33	Desfab Engg. Pvt	33

			Ltd.	
557/688	832	6	Desfab Engg. Pvt Ltd.	6
554	283	38	Ashoke Kumar Guha & Anjan Guha	22.2
554/652	283	41	Ashoke Kumar Guha & Anjan Guha	20.04
593	186	59	Anjan Kumar Guha	4.96
			Ashoke Kumar Guha	4.96
			Aloke Kumar Guha	4.96
688/231 4	832	17	Desfab Engg. Pvt Ltd.	17
559/231 6	832	3	Desfab Engg. Pvt Ltd.	3
TOTAL - A				249.96

PART – II (LAND PARCEL – 2)

II That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas as detailed below:

Dag No.	RS Kh. No.	Total Area	Owner Name	Purchased Area (in Decl.)
558/2318	109	20	Aloke Kumar Guha Anjan Kumar Guha Ashoke Kumar Guha	20
559/2317	109	58	Aloke Kumar Guha Anjan Kumar Guha Ashoke Kumar Guha	9.93
TOTAL				29.93

PART – III (TOTAL GROUP A LAND)

ALL THAT the land measuring **279.89 Decimal** equivalent to **169.33345 Cottah** at Mouza Doharia J.L.No 45, A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas.

PART – IV

(GROUP B Land)

All That the pieces and parcels of land containing an area of **84.35** decimal equivalent to **51.03175** Cottah be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas as detailed below:

SCHEDULE

Dag No.	RS Kh.	Total Area	Owner Name	Purchased Area
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	No.			
593	186	59	Chandan Sengupta	16.53
			Ashit Kumar Guha	4.96
			Krishna Sengupta	23.14
595	186	113	Ashit Kumar Guha	2.96
554	283	38	Ashit Kumar Guha	11.1
			Ashit Kumar Guha	4.7
554/652	283	41	Ashit Kumar Guha	10.02
			Ashit Kumar Guha	10.94
TOTAL				84.35 Dec equivalent to 51.03175 Cottah

PART – V

(ENTIRE PROJECT LAND)

All That the pieces and parcels of land containing an area of **364.24** decimal equivalent to **220.3652** Cottah be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas as detailed above:

PART-VI
(FIRST PHASE LAND)

All That the pieces and parcels of land containing an area of **144.567** decimal equivalent to **87.46** Cottah be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas.:

PART-VII
(FUTURE PHASE LAND)

All That the pieces and parcels of land containing an area of **85.77 decimal(equiv to 51.89 cottah)** in the **Second Phase and 133.40** decimal (equivalent to **80.71** Cottah) aggregating to **219.17** decimal equivalent to **132.6 Cottah** be the same a little more or less be the same a little more or less situate lying at various R.S and L.R Dags in Mouza Doharia J.L.No 45 , A.D.S.R Barasat, Post Office Madhyagram, Police Station Madhaygram, Block Barasat – II, within ward no. 9 of Madhyamgram Municipality, in the District of North 24 Paraganas:

THE SCHEDULE –B ABOVE REFERRED TO

(THE SAID APARTMENT)

ALL THAT the Unit No.____ on the _____ Floor of the Building Block _____ having carpet area of square feet corresponding to Built-up area of _____ square feet as per the Block plan marked ANNEX-B demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of _____ Sq.Ft on _____ Floor of Building Block No.____ in Phase No.-____ of the Housing Complex named _”SPACIA” under construction on the Schedule–A Land Together with the right to use _____ Garage/Closed Car Parking Space (Dependent/Independent) admeasuring _____ Sq.Ft / Mechanical Parking Space/Open Car Parking Space(Dependent/Independent) located on the Basement/Ground/____ Floor of or around the Building Block

THE SCHEDULE–C ABOVE REFERRED TO

(PRICE/PAYMENT PLAN)

The price of the said Apartment is Rs _____/- (Rupees_____) only payable as per the Table provided and annexed hereto:-

PAYMENTSCHEDULE	
On Booking	1,00,000lakh+GST
On Booking (Less EOI Amount)	10% of Total Price*(-) EOI amount(+) 50%of Legal Charge+ 50% of Incidental Charge+ GST
On Agreement	10% of Total Price*+GST
On start of Piling	10% of Total Price*+GST
On start of Ground Floor Casting	7.5%of Total Price*+GST
On start of 2 nd Floor Casting	7.5% of Total Price*+GST
On start of 4 th Floor Casting	7.5% of Total Price*+GST
On start of 6 th Floor Casting	7.5% of Total Price*+GST
On start of 8 th Floor Casting	7.5% of Total Price*+GST
On start of 10 th Floor Casting	7.5% of Total Price*+GST
On completion of Partition Wall of the unit	5% of Total Price*+GST
On start of roof casting of tower	5% of Total Price*+GST
On start of flooring of the unit	5% of Total Price*+GST
On completion of the unit	5% of Total Price*+GST
On Possession	5% of Total Price*(+) Formation of Association charge(+) Maintenance Deposits(+) 50% of Legal Charge (+) 50% of Incidental Charge + GST

*Total Price = Unit Price + Floor Escalation + Car parking + Club
Membership + Electricity/Transformer & Generator

CHARGES

Stamp Duty & Registration charges is not included in this cost structure will be payable separately.

EXTRA CHARGES

1. Club charges Rs. 150/-per sq.ft on SBUA
2. Generator Rs.90/-per sq.ft on SBUA
3. Transformer Charges & Electricity Expenses Rs.110/-per sq.ft on SBUA
4. Legal Charges Rs.15/-per sq.ft
5. Formation of Association Rs.10,000/-
6. Incidental Charges Rs.15,000/-per unit.(Rs.7500forsale agreement+Rs.7500for conveyance)
7. Floor Escalation Rs.25/-per sq.ft per floor from 2nd floor onwards.
8. Grill charges(if opted) at extra cost
9. Payment schedule of extra charges will be paid by the allottee as per payment terms.

NOTE

1. a. 0.75KVA power back- up will be provided for 2(two) bedroom flats.
b.1KVA power back- up will be provided for 3(three) bedroom flats.
c.1.2KVA power back- up will be provided for 4(four) bedroom flats.
2. DG power is provided for few lighting & fan points and one refrigerator.
3. GST as applicable and any other Tax or Taxes or charges as may be applicable from time to time shall also be payable by the Allottee.
4. Extra Charges is also applicable for 50% of the terrace area.

DEPOSITS (Payable with the final demand payment)

1. Electricity - Meter deposit at actual
2. Maintenance Deposit- A sum calculated @ Rs.3 per Sq.Ft on SBUA/ Chargeable area per month equivalent to 2 years or at any other rate based on estimate of the builder to be decided at the time of giving possession for a

period of 2 years shall be deposited by the allottee.

Out of the amount so deposited, A sum being equivalent of 1 (one) year deposit shall be adjusted against

Maintenance charges and the balance kept deposited with the builder and only on handing over of maintenance to association the said deposit shall be handed over to the association and further it will be kept as maintenance deposit. Monthly CAM cannot be adjusted from this deposit any time.

3. Sinking Fund 20% of maintenance charges or Rs.1 per sqft. Whichever is high every month.

4. Municipal tax deposit equivalent to 6/12 months of estimated tax.

Deposits & maintenance also applicable for 50 % or chargeable area of terrace

NOMINATION CHARGES

1. 2%of Total Consideration amount including car parking
2. There will be a Lock-in-period for 2 year from date of registration of agreement to nominate any unit

CANCELLATION/PROCESSING CHARGES

1. Rs.50000+GST/-if cancelled before sale agreement
2. 10%of the total consideration if cancelled after booking completion
3. Interest due to be paid, if any,till the date of receipt of intimation of cancellation request. All taxes paid shall not be refund

THE SCHEDULE-D ABOVE REFERRED TO

PART-A

(SPECIFICATIONS)

Foundation – Pile Foundation

Structure – RCC frame structure

Outdoor Finish – Weather coat paint

Wall & Ceiling – POP finish

Flooring – Vitrified tiles

Doors – flush door

Door frame

Window – Aluminium sliding windows

Sanitary wares – Varmora or equivalent brand

Electricals – Concealed wiring with provision of modular switches

(Kolors or equivalent brand)

Kitchen fitting – Stainless steel sink, provision of water filter point

Only provision of chimney and exhaust point

Provision for AC's only by laying conduit

Provision for hot & cold water line in Shower area only in toilet

Water filtration plant in the project

Roof top treatment – waterproofing

Source of water in the project – Deep Tubewell

Provision for generators for the flats(On Extra cost)

Fire fighting arrangements in the project – As per fire department Norms

Earth quake resistant

Pollution Clearance as per the norms

PART-B

TOLERANCE LEVEL

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	
1	COLUMN	CROSS SECTION: (+)12 More or (-)6 MM LESS	IS456:2000	
2	BEAM			
3	VERTICAL WALL			
4	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:2000	
5	FOUNDATION	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:2000	
6	BRICKWORK	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following Limit per 20 bricks: a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800$\pm$80 mm) Width 1760 to 1840 mm (1800$\pm$40mm) Height 1760 to 1800 (1800$\pm$40mm) (for 90mm high bricks) 760to 840mm (800$\pm$40mm) (For 40 mm High bricks) b) For non-modular size (230x110x70MM) Length 4520 to 4680 mm (4600$\pm$80MM) Width 2240 to 2160 mm (2200$\pm$40 mm) Height 1440 to 1360 mm (1400$\pm$40mm)	IS1077:1992	

		(For 70mm high brick) 640 to 560 mm (600±40 mm) (For 30 mm high bricks)		
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SCHEDULE – E ABOVE REFERRED TO
(THE COMMON AREA/COMMON PARTS & FACILITIES)

1. CLUB Indoor Facilities:

- Yoga Room
- Cafeteria
- Party Lounge
- Banquet Hall
- Indoor Children's play area
- Cineplex
- Indoor Games Room
- Indoor Gym
- Changing Room with SPA for Male and Female

2. CLUB Outdoor Facilities at PODIUM:

- Swimming Pool (27.175m X 10.375m) with Cascade Fountain and Knife edge
- Jacuzzi
- Baby Pool
- Pool Deck with lounge
- Toddler Play area
- Kids Play area
- Basket Ball Court
- Badminton Court
- Amphitheatre
- Open Plaza
- Adventure Kids Play
- Open Cafeteria
- Party Lawn
- Gazebo
- Open to sky seating

3. Outdoor Facilities at GROUND FLOOR:

- Senior Citizen Leisure Garden
- Senior Citizen Exercise Zone
- Cabana Area
- Orchard Garden
- Outdoor Fitness Gym
- Celebration Lawn
- Rainbow Butterfly Garden

CLUB :

A 'CLUB' / (A 'CLUB'(Club) type facilities as committed in Schedule- E) shall be set up and for this purpose the Promoter **may** propose to develop a club house or community building (as the case may be) as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the (so called) Club. It is however clarified that the Promoter shall be entitled to grant membership rights to such other persons as they may deem fit and the Allottee shall not

object to the same. The (so called) Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The club will be operational before the completion of entirety of the housing complex but possession of Building Blocks will be given in phases. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the facilities will be formulated by the Promoter or the Property Management Agency, as the case may be in due course and circulated to members before the Club is made operational. There may be changes in future to the terms which are presently circulated.

On failure of the Allottee to regularly pay the charges, subscription etc. in respect of the Club, the Promoter, Property Management Agency as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges.

1. If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/ Apartment, Unit, it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment, and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.
2. Club Scheme: The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / its facilities will be formulated in due course and circulated to the Allottee (Club Scheme) (1) The Allottee will be required to abide by the Club Scheme (2) Membership of the Said Club shall be open only to all Allottees of the Said Complex besides the Promoter and 100 members of the Promoter (3) Each Row House/Town House/Apartment, can opt for 1 (one) membership, irrespective of the number of Owners/Lessees of such Apartment, (4) Membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of its Apartment, who, for all purposes, shall be treated as the member of the Said Club (5) The Said Club can be used by the member and his/her immediate family who are permanently staying with the member such as spouse, children, parents, brothers and sisters [the names and details of such family, members have to be intimated by the

Allottee to the Club Manager as and when required by the Club Manager (6) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (7) in the event of sale/transfer of the Said Apartment, , the membership will stand terminated and the new Owner/Lessee may be nominated/granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force (8) if an Allottee lets out his/her Apartment, , he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee and (9) the acceptance by the Allottee of these conditions and the Club Scheme shall be a condition precedent to completion of sale of the Said Apartment, .

3. The allottees of the Complex, are required to pay one time non-refundable Admission Fee / Charges and also monthly subscription charges for maintenance . Maintenance of Club / facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be . Allottees of every phase will be entitled to use the Club as and when they get possession (Maximum three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body . i.e monthly club charges will be calculated on the basis of the following formula:

$$\frac{\text{Total Club and other facilities Expenses}}{\text{Total Sq.Ft of all the Allottees who have got deemed possession}}$$

THE SCHEDULE - E ABOVE REFERRED TO
(TITLE DEEDS)

Sr. No.	Deed No.	Purchaser
1	2521/2001	Andu Enterprises
2	3732/2006	Chandan Sengupta
3	9455/2014	Desfab Engineers Pvt Ltd
4	6858/2014	Desfab Engineers Pvt Ltd
5	9063/2014	Desfab Engineers Pvt Ltd
6	7075/1992	Tenko Engineers
7	5763/2012	Desfab Engineers Pvt Ltd
8	4961/2008	Tekno Engineers
9	7074/1992	Tekno Engineers
10	4388/1996	Tenko Engineers
11	749/1999	Ajoy Kumar Guha Ashoke Kumar Guha Ashit Kumar Guha Alok Kumar Guha
12	3164/1996	Krishna Sengupta
13	7858/2011	Desfab Engineers Pvt Ltd
14	359/2009	Desfab Engineers Pvt Ltd
15	6689/2009	The United Engineers
16	9610/1983	Ashit Kumar Guha

17	9625/1983	Ashit Kumar Guha
18	2671/2025	Ajoy Kumar Guha Ashoke Kumar Guha Ashit Kumar Guha Alok Kumar Guha

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED and DELIVERED by the
OWNERS/VENDORS at Kolkata in the presence of:-

FOR _____

(_____)
**AUTHORISED SIGNATORY AND
CONSTITUTED ATTORNEY**

1.

2.

SIGNED and DELIVERED by the
PROMOTER at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
ALLOTTEE at Kolkata in the
 presence of :

1.

2.

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the
 Within-mentioned sum of **Rs.**_____/ - on
 account of full amount of the Consideration
 Money by several cheques of different Drawn
 in favour of the PROMOTER on diverse date... **Rs.**_____/ -

(Rupees -----only).

WITNESSES:-

1.

2.

Signature Of The Promoter

Drafted by me

