

CONVEYANCE

1. Date:

2. Place:

3. Parties:

3.1 (1) GREENTECH INFRASTRUCTURE DEVELOPMENT PVT. LTD.,
(Having PAN No. AADCG 1277H) (CIN: U45400WB2008PTC124027), a private

limited company incorporated under the meaning of Indian Companies Act, 1956 as extended by the Companies Act 2013 and having its registered office at 1050/138(C-1A) SURVEY PARK, KOLKATA – 700075, Post Office Santoshpur, Police Station Survey Park, District South 24 Parganas **AND (2) HUPSON PROPERTIES LIMITED** (previously known as HUPSON TANNERY LIMITED) (Having PAN No. AABCH 2061A) (CIN: U45100WB2002PLC095252) a public limited company incorporated under the meaning of Indian Companies Act, 1956 as extended by the Companies Act 2013 having its registered office at 1050/138(C-1A) SURVEY PARK, KOLKATA – 700075, Post Office Santoshpur, Police Station Survey Park, District South 24 Parganas **AND 3) M/S. MIRANIA SWARN DEVELOPERS LLP** (Previously known **M/S. MIRANIA SWARN DEVELOPERS PRIVATE LIMITED** before Conversion to LLP as per provision of LLP Act, 2008) (Having PAN No. ABVFM1774H), a Partnership firm duly incorporated under the LLP Act, 2008 and having its having its registered address at 20/1M, East Topsia Road, P.O. Gobinda Khatick Road, P.S. Pragati Maidan, Kolkata 700 046 **AND 4) Mr. KISHAN MIRANIA AGARWAL** [PAN:: ADBPA8961E] [ADHAAR No.: 4108 0032 0762] , son of Rambilas Agarwal, residing at 36/1B Lala Lajpat Rai Sarani, Police Station- Bhawanipore, Post Office—LLR Sarani, Kolkata—700020, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Owners Firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART;**

[**Owners are** represented by its/their constituted attorney, **M/s LARSAL HOMES LLP** (Previously known **M/s LAKHOTIA NIRMAN LLP** before name changed as per provision of LLP Act, 2008), (**PAN AAHFL 7791G**) having its registered office at 7/1 Gurusaday Road, Post Office Ballygunge, Police Station Karaya, Kolkata 700019, represented by its authorised signatory, Mr. _____ (PAN: _____ & Aadhar No. _____), son of _____, by faith Hindu, by nationality Indian, by occupation _____, residing at _____, Post Office _____, Police Station _____, District _____, PIN – _____

_____, West Bengal; appointed by and under Development Power of Attorney dated 06-01-2025 duly Deed Registered at D.S.R. - IV SOUTH 24-PARGANAS and recorded in Book I, Volume NO. 1604-2025, Pages No: 4601 to 4625, Being No. 160400119 for the Year 2025].

AND

M/s LARSAL HOMES LLP (Previously known **M/s LAKHOTIA NIRMAN LLP** before name changed as per provision of LLP Act, 2008), (**PAN AAHFL 7791G**) having its registered office at 7/1 Gurusaday Road, Post Office Ballygunge, Police Station Karaya, Kolkata 700019, **Represented by its Designated Partner Mr. Angad Lakhotia** (PAN ACNPL4617K & Aadhar No. 555454654528) son of Mr. Satish Lakhotia resident of 7/1 Gurusaday Road, P.O Ballygunge, P.S Karaya, Kolkata 700019; hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of **LARSAL HOMES LLP** and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

The Owners and the Developer hereinafter collectively referred to as the "**PROMOTER**"

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions 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 **SECOND PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

Owners, Promoter/Developer and Buyers are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 **Said Apartment:** Residential Apartment No. _____, on the _____ Floor, having carpet area of _____ (_____) square feet, more or less, together with (One) attached balcony of admeasuring _____ (_____) square feet, more or less and the Said Apartment including One balcony, collectively having built up area _____ (_____) square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in **Red** colour on the Plan annexed hereto and marked as **Annexure “2” (“Said Apartment”)**, in Apartment Blocks , Building No. _____ (**“Said Building”**), being a part of the Said Project (defined in Clause 5.4 below) constructed on the Project Land (defined in Clause 5.1 below).
- 4.2 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.3 **Share In Common Areas:** Pro rata share in the common areas of the Said Project as member of the Association (**Share In Common Areas**), the said common areas of the Said Project being described in **Schedule C** below (**Common Areas**).
- 4.4 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, the Said Parking Space (if any) and the Share In Common Areas, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

- 5.1 **Ownership of the Project Land:** That the Owners jointly and absolutely own and possess, or are otherwise legally entitled to ALL THAT the piece and parcel of the land containing **350.37** Decimals more or less comprising of various Dags/Plots, recorded under various R.S. Khatian numbers situated at Mouza Baruipur, J.L. No. 31, Police Station-Baruipur, within local limit of Madarat Gram Panchayat, in the District of South 24 Parganas, PIN 700144, (fully described in the **SCHEDULE “A”** hereunder written and hereinafter referred and called **“Project Land”** and is delineated by **Red** colour boundary line on the Plan annexed hereto and marked as **Annexure “1”**) and the devolution of title in favour of the Owners is as mentioned in the **‘Schedule F’** hereunder written. Each of the Owners is entitled their respective share in the Said Project Land.
- 5.2 **Development :** For the purposes of developing the Project Land, the Owners and the Developer have entered into the 3 (three) Development

Agreements (1) Development Agreement dated 14-11-2022, duly registered in the office of District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2022, Pages from 396395 to 396448, Being No. 13522 for the year 2022 (2) Supplementary Agreement dated 25th April, 2023 and was duly registered in the office of District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2023, Pages from 142521 to 142556, Being No. 160405023 for the year 2023 and (3) Second Supplementary Development Agreement dated 6th January, 2025, and duly registered in the District Sub-Registrar- IV, Alipore, South 24 Parganas, recorded in Book-I, Volume No. – 1604-2025, Pages from 4528 to 4556, Being No. 1604000108 for the year 2025 (collectively **“Development Agreement”**).

- 5.3 **Development Power :** In pursuance of the said Development Agreement and after execution of the said Second Supplementary Development Agreement dated 6th January, 2025 , the Owners executed a Power of Attorney dated 06-01-2025 (**“Power of Attorney”**) which was also duly Deed Registered at D.S.R. - IV SOUTH 24-PARGANAS and recorded in Book I, Volume NO. 1604-2025, Pages No: 4601 to 4625, Being No. 160400119 for the Year 2025; whereby the Owners authorized the Developer inter-alia to deal with the constructed spaces along with proportionate shares of land upon Said Project Land for the purpose of the commercial benefits of the Promoter and on other terms and conditions mentioned therein.
- 5.4 **Real Estate Project:** The Project Land is earmarked for the purpose of building a residential project interalia comprising of multi-storied buildings, row houses, car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as **“Larsal Paradise”** ("Said Complex"). The development of the Said Complex known as **“Larsal Paradise”** inter alia consisting of comprising of 5 (five) Ground+ IV (G+IV) storied residential buildings, namely **Building Nos. 1, 2,3,4 and 5 (APARTMENT BLOCKS)** being constructed upon the said Project Land, **(ii) inter-alia** comprising of 7 (Seven) Ground+ 1 (G+1) storied residential Row-House buildings, i.e., series of houses connected by common sidewalls and forming a continuous group, namely **Row House Nos. 1, 2,3,4, 5, 6 and 7 (ROW HOUSE BLOCKS)** being constructed upon the said Project Land **(iii) inter-alia** comprising of 1 (one) Partly Three Storied and Partly Two Storied building for Multi-level Car Parking (**MLCP**) being constructed upon the said Project Land **and (iv) inter-alia** comprising of 1 (one) Ground + 1 storied (G+1) building for Club (**CLUB**), is being constructed upon the said Project Land, out of which **(i)** said MLCP may be shared with the buyers/ transferees of adjoining, neighboring projects of the Owners and/or the Developer and **(ii)** The Club building along with Club area will continue to be owned and operated by the Promoter. The Buyers and/or the transferees within this Complex will have usage rights to the Club, governed by terms and conditions established by the Promoter; which have been developed by the Promoter as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (“the Real Estate Project or Project”) with the West Bengal Real Estate Regulatory Authority (“Authority”), under the provisions of the Act, Rules

and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 5.5 **Intimation to Authority and Sanction of Plans:** The Promoter has obtained the layout plan/ sanctioned building plans bearing No. 883/1013/KMDA dated 11/03/2024 for the Project from Baruipur Panchayet Samity, South 24 Parganas on recommendation and approval from the Zilla Parisad, South 24 Parganas, specifications and approvals for the Real Estate Project (including for the Said Apartment Blocks and the Said Row Houses from the competent authority). The Developer duly intimated the Baruipur Panchayet Samity, South 24 Parganas and/or the Zilla Parisad, South 24 Parganas about commencement of construction of the Said Project vide its letter dated____-____-2025.
- 5.6 **Registration under the Act:** The Promoter/Developer has registered the Said Project with the West Bengal Real Estate Regulatory Authority at South 24 Parganas on ____-____-2025 under Registration No. _____.
- 5.7 **Announcement of Sale:** The Developer formulated a scheme and announced sale of apartments/ row houses and parking spaces to prospective purchasers (**Transferees**).
- 5.8 **Application and Allotment to Buyer:** The Buyers, intending to be a Transferee, upon full satisfaction of the Owners' title and the Owners' authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer/ Promoter has allotted the same to the Buyer, who in due course entered into an agreement for sale dated ____-____-20__ registered in the office of _____, **South 24 Parganas**, recorded in Book No. **I** , Volume No.____-____, at pages _____ to _____, being Deed No. _____ , for the year **20__ (Said Agreement)** for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.9 **Construction of Said Building:** The Developer has completed construction of the Said Building.
- 5.10 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Developer (collectively the Promoter) are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.11 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.14.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under

mentioned scheme of development as disclosed by the Promoter/Developer:

- (i) The Multi-level Car Parking (MLCP), being part of the Project, shall be shared with the buyers/ transferees of adjoining, neighboring projects of the Owners and/or the Developer and
- (ii) The Club building along with Club area will continue to be owned and operated by the Promoter. The Buyers and/or the transferees within this Complex will have usage rights to the Club, governed by terms and conditions established by the Promoter.
- (iii) The Buyer agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Said Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the buyer/s of such apartments/flats and/or Row Houses and to the exclusion of other buyer /s in the Said Project ("**Limited Areas And Facilities**"). The Buyer agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Buyer in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Buyer agrees to not use the Limited Areas And Facilities identified for other buyer /s nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other buyer /s and/or the usage thereof.
- (iv) **Common Areas:** The Common Areas of the Said Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

5.14.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer (collectively Promoter) that the Buyer are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Developer in the Project Land, the sanctioned plans, all background papers, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.14.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Developer (collectively Promoter) that the right, title and interest of the Buyer are confined only to the Said Apartment And Appurtenances and the Owners /Developer (Promoter) are entitled to deal with and dispose off all other portions of the Project Land and/or the Said Complex to third parties at the sole discretion of the Owners/Developer, which the Buyer hereby accepts

and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. _____, on the _____ Floor, having carpet area of _____ (_____ square feet, more or less, together with _____ (_____ attached balcony of admeasuring _____ (_____ square feet, more or less and the Said Apartment including One balcony, collectively having built up area _____ (_____ square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment and is delineated in **Red** colour on the Plan annexed hereto and marked as Annexure“2”, in the **Apartment Blocks**, Building No. _____, being a part of the Said Project constructed on the Project Land.

6.1.2 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the pro rata share in the common areas of the Project as member of the Association, the said common areas of the Said Project being described in **Schedule C** below.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Developer (Collectively Promoter) in consideration of a sum of **Rs.** _____/- (Rupees _____ Only) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and the Goods and Service Taxes is **Rs.** _____/- (Rupees _____ Only) aggregating to **Rs.** _____/- (Rupees _____ Only), paid by the Buyer to the Developer, receipt of which the Developer hereby and by the Memo and Receipt of Consideration by Owners below, admit and acknowledge.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any

requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners and the Developer (Collectively the Promoter) in respect of the Project Land, the Said Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the Baruipur Panchayet Samiti on recommendation from Zilla Parisad, District South 24 Parganas ;
- (c) The construction and completion of the Said Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:

8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens* , attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the Schedule C below, in common with the other co-owners of the Said Building/ Said Apartment Blocks, including the Owners and the Developer (if the Owners and/or the Developer retain any bungalow in the Said Block).

8.4 **Subject to:** The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:

8.4.1 **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Panchayet /Municipal Tax, land rents, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.

8.4.2 **Payment of Maintenance Charge:** The Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common

expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule E** below (collectively **Common Expenses/Maintenance Charge**).

8.4.3 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule D** below.

8.4.4 **Indemnification by Buyer:** Indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Developer and/or their successors-in- interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Developer and/or their successors-in- interest by reason of any default of the Buyer.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

10. Outgoings

10.1 **Payment of Outgoings:** All Panchayet/ municipal taxes, Land Rents on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Owners/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. Holding Possession

11.1 **Buyer Entitled:** The Owners and the Developer (Collectively the Promoter) hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

12. Further Acts

- 12.1 **Owners and Developer (the Promoter) to do:** The Owners and the Developer (Collectively the Promoter) hereby covenant that the Owners and the Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

13. Defect Liability:

- 13.1 The Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Project Architect/Engineer and/or from the Baruipur Panchayet Samity/ Zilla Parisad, South 24 Parganas, which ever is earlier.
- 13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Said Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Said Project. The Buyer is/are aware that if any change(s), alteration(s) including breaking of walls or any structural supports or the construction of any new wall or structural supports may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipments used such as lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers 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 Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect/ Engineer of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE 'A'

(Project Land)

ALL THAT the various pieces and parcels of land containing by estimation an area of **3.503375 acres** (more or less) situated in Mouza Baruipur, J.L. No. 31,

within the limits of Madarat Gram Panchayat, Police Station Baruipur, A.D.S.R.- Baruipur, District South 24-Parganas, PIN 700144, which are as follows :

Sl.No.	R.S DAG NO.	R.S KHATIAN NO.	OWNERS' LAND AREA (IN DECIMAL)	TOTAL DAG AREA	NATURE (on Conversion)
1	13909(P)	3297	9.5	41	Housing complex
2	13919(P)	3748	14.3	25	Housing complex
3	13920	7001	52	52	Housing complex
4	13921	5103	21	21	Housing complex
5	13922	48	27	27	Housing complex
6	13923	1978	12	18	Housing complex
			3		
			3		
7	13924	48	16	16	Housing complex
8	13925	56	8	8	Housing complex
9	13926	6876	9	9	Bastu
10	13927	4441	10	10	Bastu
11	13928	7001	14	14	Housing complex
12	13929(P)	5103	64.12	99	Housing complex
13	13929/18023(P)	5103	29	94	Housing complex
14	13851(P)	2381	17.58	40	Housing complex
15	13889(P)	5849	40.87	52	Housing complex
TOTAL=			350.37	526	

AND same is delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"** and is butted and bounded in the following manner:

- On the North :** By Other Land comprising part of R.S. Plot Nos. 13900-13906, 13897, 13896;
- On the South :** By Other Land comprising part of R.S. Plot Nos. 13918, 18023, 13929, 13949,
- On the East :** By Other Land comprising part of R.S. Plot Nos. 13949, 13951, 13888, 13887;
- On the West :** By internal road and other Land comprising part of R.S. Plot Nos. 13909 & 13919,

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE 'B'

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being Residential Apartment No. _____, on the _____ Floor, having carpet area of _____ (_____) square feet, more or less, together with _____ (_____) attached balcony of admeasuring _____ (_____) square feet, more or less and the Said Apartment including One balcony, collectively having built up area _____ (_____) square feet, more or less, and the layout of the apartment is delineated in **RED** colour on the Plan annexed hereto and marked as **Annexure "2"** (Said Apartment), in **Apartment Blocks**, Building No. _____ (Said Building), being a part of the Said Project and constructed on the Project Land being more particularly described in **Schedule A**, herein above;
- (b) The Said Parking Space, being (i) the right to park _____ **number(s) of** medium sized car parking at Parking space will be allotted in the Ground floor of Building No. _____ **and/or** at _____ level of the multi -level Car Parking (**MLCP**) parking space of the Said Complex and/or the said Project, (ii) the right to park _____ **number(s) of** Two Wheeler at Parking space will be allotted in the Ground floor near Building No._____. The said car parking space cover a total area of **135 square feet (each)/** said Two Wheelers Parking space cover a total are of **50 square feet (each)**; in the Said complex.; **and**
- (c) The Share In Common Areas, being pro rata share in the Common Areas of the Said Project described in **Schedule 'C'** below as members of the association, subject to the terms and conditions of this Conveyance.

SCHEDULE 'C'

(Common Areas of the Real Estate Project)

Common areas, services and amenities within the said Complex shall mean and include the various common parts/services and portions of the said project which shall include as follows.

Exclusively for Owners and Occupiers of Unit at Apartment Blocks:

The entrance lobby and common area (adda room) on the ground floor of the building where the Flat is located,

Lobbies on all floors and staircase(s) of the Said Building,

Lift machine room(s) and lift well(s) of the Said Building,

Roof Area & Stair Room.

Common for entire complex::

Passageways and Drive Ways,

Pathways and, Pavement.

Covered and Uncovered drain.

Pump Room.

Water Supply System.

STP/Septic Tanks

Water supply pipeline in the Said Building (save those inside any apartment)

Street Lighting

All other equipments, machineries & Pipe line and electrical installations which the Promoter shall install with consultation with the Project Architect and for the benefit of the said Complex and for the common use.

SCHEDULE 'D'

(Covenants)

The Buyer/ Allottee covenants with the Owners/Developer (Collectively the Promoter) (which expression includes the body of apartment owners of the Said Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and

entitlement of the Developer, the sanctioned plans, all the background papers, the right of the Owners and the Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Conveyance and the Allottee hereby accept the same and shall not raise any objection with regard thereto.

2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule C above) and Specifications and all other ancillary matters, is entering into this Conveyance. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Project Land **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex **(2)** the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges **(3)** the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager **and (6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex.
4. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the Panchayet Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association

(upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Said Project Included Amenities.
7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Said Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottee:** All open areas in the Project Land proposed to be used for open car parking spaces and Club Area do not form part of the Common Areas within the meaning of this Conveyance and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Apartment Blocks building/s and Row Houses Buildings and in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.
11. **Obligations of Allottee:** The Allottee shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Project and the Said Complex.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the possession date.
 - (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Land, and outside walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
 - (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee uses or allows the Said Apartment to be used for commercial, industrial or other non-residential

purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, without the consent of the Promoter/ the Association (upon formation) and with the approved design and/or style. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee may install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Conveyance.
- (j) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made

any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (l) **No Obstruction to Promoter/Facility Manager /Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/ Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex /Project Land(excepting the Said Apartment and the Said Parking Space, if any).
- (m) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment and the Said Parking Space, if any or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
 - (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
 - (w) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
 - (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- 11.1 **Notification Regarding Letting/Transfer:** If the Allottee let outs or sells the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ allottee/s address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 11.2 **No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex, if done in phases and to construct on other portions of the Project Land and hence the Allottee has no objection to the continuance of construction in the other portions of the Project Land/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.
- 11.3 **No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Allottee shall not have any right in the other portions of the Project Land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Land/the Said Complex.
- 11.4 **Roof Rights:** The top roof of the Said Building shall remain common to all owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Notwithstanding the anything contained herein above, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevent or hinder such construction. After such construction, the roof above such

construction shall again have a Common Roof for common use of all owners of the Said Building.

- 11.5 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Land and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.

12. Said Club (pertaining to allottees with Club Membership) :

12.1 The Promoter will provide a social and recreational club ("Said Club") within the Complex, offering amenities such as a pool, gym, and event discounts, subject to payment of Club Membership fees and subscription charges. These facilities are intended for use by Project allottees and selected outside members ("Other Members") as determined by the Promoter/Club Manager. The following conditions apply:

- a. The Promoter retains ownership of the Said Club and may, at its discretion, transfer ownership to a third party.
- b. The Promoter's decision regarding the included amenities and facilities within the Said Club is final and binding on allottees.
- c. Other Members will be granted Said Club memberships under terms and conditions determined solely by the Club Manager. Allottees unconditionally accept the proposed usage of the Said Club by Other Members and other allottees within the Project, and agree not to object or hinder their use of the Said Club's amenities and facilities.
- d. The Club Manager will exclusively establish the membership criteria, terms, conditions, rules, and regulations governing the use of the Said Club and its facilities by allottees and Other Members before the Said Club becomes operational.

- 12.2 **Membership Obligation of Allottee:** Membership of the Said being optional for the Allottees of Apartment type- Flat but compulsory for Apartment type- Row house, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Conveyance is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Conveyance. The Allottee understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager or by the Promoter (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be

required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Allottee of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

- 12.3 **Membership Scheme of Said Club:** The Allottee understands and accepts that (1) membership of the Said Club shall be open only to the allottees of the Said Project/Said Complex and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) Save and except for the Other Members, 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 the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable membership fees, terms and as per the rules and regulations of the Said Club then in force and (7) 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.
- 12.4 **Facilities of Said Club:** Notwithstanding anything contained in this Conveyance, the Allottee understands and accepts that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.
- 12.5 **Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.
- 12.6 **Club Manager:** The Allottee understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. The Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees of

the Said Complex/Other Members shall have no right to replace the Club Manager.

- 12.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that (1) the Allottees have to pay membership fee for membership of the Said Club and future transferee(s) of the Allottees may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.
- 12.8 **User Charge:** The Allottee understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.
13. **Right to enter Apartment for Repairs:** The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Said Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said 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.

SCHEDULE 'E'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the

exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

SCHEDULE 'F'

10. (Devolution Of Title of the said Project Land)

DEED NO.	REGISTRATION DETAIL	R.S DAG NO.	R.S KHATI AN NO.	SELLER	PRESENT OWNER	PURCHASED LAND AREA (IN DECIMAL)
9660/2010	DSR IV (ALIPORE)	13909	3297	MIR KASHIM SARDAR & SELIM SARDAR	GREENTECH INFRASTRUCTURE PVT. LTD	10
6027/2010				SHAKILA BIBI		30.92
2638/2013				GREENTECH INFRASTRUCTURE PVT. LTD	BISHAN M. AGARWAL	10
7999/2010	DSR IV (ALIPORE)	13919	3748	ISHUP SARDAR, RAHIM SARDAR, ALAMBARI SARDAR, ACLIMA BIBI, SAYRABANU BIBI.	GREENTECH INFRASTRUCTURE PVT. LTD	25
3631/2007	DSR I (ALIPORE)	13920	7001	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	52

3631/2 007	DSR I (ALIPO RE)	13921	510 3	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	21
3631/2 007	DSR I (ALIPO RE)	13922	48	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	27
1597/2 007	ADSR BARUIP UR	13923	197 8	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	12
4577/2 016	ADSR BARUIP UR			PANCHU GOPAL DAS	HUPSON TANNERY LTD	3
4874/2 016	ADSR BARUIP UR			PANCHU GOPAL DAS	HUPSON TANNERY LTD	3
1597/2 007	ADSR BARUIP UR	13924	48	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	16
1597/2 007	ADSR BARUIP UR	13925	56	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	8
I/6118 /2014	ADSR BARUIP UR	13926	687 6	CHAMATKARI NASKAR & 10 ORS	MIRANIA & SWARN	9
I/4834 /2014	ADSR BARUIP UR	13927	444 1	GULANUR BIBI @ GOLEHAR BIBI & 21 ORS	KISHAN M AGARWAL	10
3631/2 007		13928	700 1	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	14
1597/2 007	ADSR BARUIP UR	13929	510 3	MANTU KR. PAUL & KALIPADA PAUL	HUPSON TANNERY LTD	99
3625/2 007	DSR I (ALIPO RE)	13929/ 18023	510 3	SATYA BHAMA DAS, BUDDHADEV DAS, KAJAL GHOSH, REBA BIR, REKHA DAS	HUPSON TANNERY LTD	65
3631/2 007	DSR I (ALIPO RE)	13929/ 18023	510 3	REHANA BIBI & REZIA KHAN	HUPSON TANNERY LTD	29
3630/2 007	DSR IV (ALIPO RE)	13951	238 1	GOPAL MONDAL	HUPSON TANNERY LTD	40
1420/2 008	DSR IV (ALIPO RE)	13889	584 9	ASHOK KUMAR BAG, DILIP KUMAR BAG, PRADIP KUMAR BAG	HUPSON TANNERY LTD	52
					TOTAL ==	526

16. Execution and Delivery

[Owners]

1. GREENTECH INFRASTRUCTURE DEVELOPMENT PVT. LTD.

2. HUPSON PROPERTIES LIMITED

3. M/S. MIRANIA SWARN DEVELOPERS LLP

4 Mr. KISHAN MIRANIA AGARWAL

Represented by the Authorised Signatory of its Constituted Attorney, M/s
LARSAL HOMES LLP

M/s LARSAL HOMES LLP

Represented by its Designated Partner_____

[Developer]

[Allottees]

Drafted and prepared at my office,

Advocate at High Court, Calcutta

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt of Consideration

Received from the within named Buyer the within mentioned sum **Rs.** _____/- (Rupees _____Only) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and the Goods and Service Taxes is **Rs.** _____/- (Rupees _____Only) aggregating to **Rs.** _____/- (Rupees _____Only), towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in Schedule B above.

M/s LARSAL HOMES LLP

Represented by its Designated Partner_____

[Developer]

Signature _____

Name: _____

Father's Name _____

Address _____

Signature _____

Name _____

Father's Name _____

Address _____

Dated this _____ day of _____, 202__

Between

GREENTECH INFRASTRUCTURE DEVELOPMENT PVT. LTD.& Ors.

.... Owners

And

M/s LARSAL HOMES LLP

.... Developer

And

Mr. _____ & anr.

.... Allottees/Buyers

CONVEYANCE

Apartment No. _____, _____ Floor,

Apartment Blocks, Building No. ____

AND

01 (One) ____ Car Parking at _____

“Larsal Paradise”

Baruipur, South 24 Parganas