

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of Two Thousand and Twenty (2020).

B E T W E E N

STAR SHINE TIE-UP PVT. LTD. (having PAN AAKCS5877L), a Private Limited Company registered under the Companies Act, 1956, having its office at Ecosuite, Plot No. II, D/22 Action Area - II, Post Office – New Town, Police Station - Rajarhat, Kolkata – 700 156, District - North 24 Parganas, being represented by its Director namely **SRI UTTAM KUMAR SAHA (having PAN AJMPS9309K & Aadhaar No. 5090 6576 6376)**, son of Late Ram Chandra Saha, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. 17/1, R.B.C. Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, District – North 24 Parganas, hereinafter called and referred to as the **“VENDOR/ PROMOTER”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

A N D

.....(**having PAN** & **Aadhaar No.**), son/daughter/wife of, by faith -, by nationality -, by occupation -, residing at, Post Office -, Police Station -, Pin -, District -, hereinafter jointly and/or severally called and referred to as the **“PURCHASER(S)”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

The Vendor/ Promoter and Purchaser(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS :

- A. The Vendor/ Promoter is the Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the land measuring an area of 18 (eighteen) Cottahs be the same a little more or less lying situate at and being Premises No. 85, Dum Dum Road, Kolkata – 700 074 at Mouza – Kalidaha, J. L. No. 23, R. S. No. 16, Touzi No. 1298/2833 comprised in C. S. Dag Nos. 11 & 32 appertaining to C. S. Khatian Nos. 21 & 390 corresponding to R. S. & L. R. Dag No. 186 appertaining to L. R. Khatian No. 2238 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas more fully and particularly mentioned, described, explained, enumerated, provided and given in the **First Schedule** hereunder written and/or given and hereinafter referred to as “the Premises”).
- B. The mode and manner by which the Vendor/ Promoter has acquired right, title and interest will appear from the **First Schedule** hereunder written.
- C. The said Land is earmarked for the purpose of construction of a residential cum commercial Project comprising of multistoried apartment building and the said Project shall be known as “**SWABHUMI SQUARE**” with the object of using for any commercial purpose and/or serviced apartments.
- D. The Vendor/Promoter relying on the confirmations, representations and assurances of the Purchaser(s) to faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Purchaser’s Agreement for allotment the said Agreement and is now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereunder.
- E. The Purchaser(s) i.e., the Allottee had approached the Vendor/ Promoter directly to purchase Apartment/Unit No. “.....” having a carpet area of (Super Built Up Area Approx. **Sq.ft.**) Sq.ft. Approx. on the **Floor** of the said Project known as “**SWABHUMI SQUARE**” particularly mentioned and described in the **Second Schedule** hereunder written and accordingly an Agreement for Sale has been executed by and between the Parties on **25th February, 2020 duly registered in the Office of the Additional District Sub – Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2020, Pages – 87746 to 87791, Being No. 150601812 for the year 2020** in respect of

the said Apartment/Unit on the terms, conditions and consideration as mentioned therein.

F. Now the Parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms and conditions of the said Agreement for Sale dated **25th February, 2020** and as such the Vendor/ Promoter doth hereby transfer the area of the said Apartment/Unit as morefully describe in the **Second Schedule** hereunder written unto and in favour of the Purchaser(s) on execution under this Deed of Conveyance.

G. At or before the execution of this Deed of Conveyance the Purchaser(s) has fully satisfied himself/herself/itself/themselves as to :

- (a) Title of the Vendor / Promoter in respect of the said Premises.
- (b) The right of the Vendor/ Promoter to transfer the said Apartment/Unit.
- (c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser(s).
- (d) About the workmanship and materials used in construction of the new building at the said Premises.
- (e) As to the structural stability of the new building at the said Premises.
- (f) Covered/Open Car Parking Space(s) allotted to various persons and/or reserved for the Vendor/ Promoter.
- (g) Spaces or areas earmarked for the Vendor/Promoter to erect neon signs/hoardings.
- (h) Carpet area comprised in the said Apartment/Unit.
- (i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the **First Schedule** hereunder written.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:

I. In pursuance of the consideration of **Rs./- (Rupees**) only plus G.S.T paid by the Purchaser(s) and also by the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby forever acquit, release and discharge and Vendor/Promoter doth hereby grant, sell, transfer, convey, assign and assure ALL THAT Apartment/Unit No. "....." having a carpet area of (Super Built Up Area Approx. **Sq.ft.**) Sq.ft. Approx. on the **Floor** of the said Project known as "**SWABHUMI SQUARE**" particularly mentioned and described in the **Second Schedule** hereunder written togetherwith undivided impartible proportionate share in the land and in the common parts and portions thereof particularly mentioned and described **Second Schedule** hereunder written unto in favour of the Purchaser(s) herein (the said Apartment/Unit and the said undivided share in the land are hereinafter collectively referred to as the said Apartment/Unit and the Properties appurtenant thereto) TO HAVE AND TO HOLD the said Apartment/Unit and the Properties appurtenant thereto absolutely and forever free from all encumbrances, charges, liens, lispens, attachments, trust whatsoever or howsoever AND TOGETHERWITH the right to use the common areas, installations and facilities in common with Co-Purchasers and other lawful occupants of the new building particularly mentioned and described in the **Third Schedule** hereunder written BUT EXCEPTING AND RESERVING such and/or the society and/or Association of Co- Owners (morefully and particularly mentioned and described in the **Fourth Schedule** hereunder written) AND TOGETHERWITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment/Unit and the Properties appurtenant thereto (morefully and particularly mentioned and described in the **Fourth and Fifth Schedule** hereunder written) TO HAVE AND TO HOLD THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s) SUBJECT TO the restrictions (morefully and particularly mentioned and described in the **Sixth Schedule** hereunder written) AND ALSO SUBJECT TO the Purchaser(s) making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit and the Properties appurtenant thereto (morefully and particularly mentioned and described in the **Sixth Schedule** hereunder written) to the Vendor/Promoter do hereby release, relinquish, disclaim and disown all its right,

title and interest into or upon the said Apartment/Unit and the Properties appurtenant thereto unto and to the Purchaser(s) herein.

II. AND THE VENDOR/PROMOTER DO TH HEREBY COVENANT WITH THE PURCHASER(S) as follows:

a) THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendor/ Promoter done or executed or knowingly suffered to the contrary the Vendor/ Promoter is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment/Unit and the 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 to make void the same.

b) THAT notwithstanding any act, deed, matter or thing whatsoever done as aforesaid by the Vendor/ Promoter now has good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said Apartment/Unit and the Properties appurtenant thereto hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) THAT the said Apartment/Unit and Properties appurtenant thereto hereby sold, granted and conveyed and expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispendens, debuttor or trust made or suffered by the Vendor/ Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or trust for the Vendor/ Promoter herein.

d) THAT the Purchaser(s) shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Apartment/Unit and the Properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Vendor/ Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) THAT the Purchaser(s) shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, debuttor or trust or claims and demands whatsoever created occasioned or made by the Vendor/ Promoter or any person or persons

lawfully or equitably claiming as aforesaid.

f) AND FURTHER THAT the Vendor/ Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit and the properties appurtenant thereto or any part thereof through under or in trust for the Vendor/ Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser(s) make do and execute or cause to be made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said Apartment/Unit and the properties appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) THAT the Vendor/Promoter has not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and where under the said Apartment/Unit and the properties appurtenant thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof can or maybe impeached encumbered or affected in title or otherwise.

III. AND THE PURCHASER(S) DO HEREBY AGREE AND COVENANT WITH THE VENDOR/PROMOTER as follows:

a) TO regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the said Apartment/Unit .

b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Apartment/Unit.

IV. AND THE PURCHASER(S) 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 APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED AND HEREBY COVENANT WITH THE VENDOR/ PROMOTER as follows:

a) THAT the Purchaser(s) and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set forth in the **Seventh Schedule** hereunder written.

b) THAT the Purchaser(s) shall at all times hereafter (from the date of possession)

regularly and punctually make payment of all the Municipal rates and taxes and other outgoing including cess, multi-storied building tax, water tax, urban land tax, if any, and other levy, impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/Unit and proportionately for the new building as a whole and for the common parts and portions.

c) THAT the Purchaser(s) shall within three months from the date of execution of these presents apply for obtaining mutation of his/ her /it / their name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit is not separately assessed the Purchaser(s) shall pay the proportionate share of the assessed Municipal tax and other taxes and impositions payable in respect of the new building, such amount to be determined in its absolute discretion by the Vendor/Promoter and upon formation of the Association by such Association / Society.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

a) THAT the undivided share of the land comprised in the said premises hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.

b) THAT from the date of handing over possession of the said Apartment/Unit the Vendor/Promoter shall not have any liability, obligations or responsibilities whatsoever regarding the Common Portions/the Building / the Premises and/or any maintenance, security, safety, lift operations, generator operations, electrical equipment, installations, meters and connection etc and /or any statutory compliance, permissions and licenses regarding the Common Portions/the Building / the Premises and/or any equipment installed and/or required to be installed therein and the same shall be the exclusive responsibility of the Apartment/Unit Owners i.e the Purchaser(s) and/or the Association who shall also ensure continuous compliance with all rules, regulations and norms, lift and generator operations etc and obtaining and /or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e the Purchaser(s) and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc and the Vendor/

Promoter shall sign necessary papers upon being requested in writing. In case any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over possession, the apartment/unit Owner i.e the Purchaser(s) and/or the Association shall have the entire liability, obligation or responsibility whatsoever.

c) THAT Vendor/ Promoter shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon sign or hoardings on the roof including Mobile Tower. The revenue generated from such hoardings/erections belongs to the Vendor/ Promoter and all expenses in this regard including but not limited to electricity consumption shall be borne and discharge by the Vendor/ Promoter. The Vendor/ Promoter shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said building and such construction shall be in accordance with plan. The Purchaser(s) acknowledge/s such right of the Vendor/ Promoter and agree/s not to raise any objection in this regard.

However the Owners of the commercial part i.e the Owner of Ground floor and First floor will have every right to fix V-sat antenna / Tower, RF devices, Optical Fiber devices, Giga Fiber devices on the roof of their own use and for such fixing of antenna, tower or devices for own use by the owner of the Ground floor and First floor commercial part neither the residential owners' Association and the Vendor/ Promoter will be able to raise any objection, nor the residential owners' Association and the Vendor / Promoter will be able to charge any compensation for rent for that.

d) HOWEVER the owners of the commercial part of the Ground floor and First floor can fix any tower, antenna, V-sat devices, RF devices on the roof for their own usage and on which neither the Vendor/ Promoter nor the residential owners' Association can raise any objection or can demand any compensation or rent.

e) THAT the right of the Purchaser(s) shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof/ terrace and other open spaces of the said new building and premises shall be the absolute property of the Vendor/ Promoter i.e the owner to whom the roof / terrace and other open spaces is allotted and the Purchaser(s) or any person claiming through it shall not have any right or claim in respect thereof.

- f) THAT the said new building shall always be known as “**SWABHUMI SQUARE**”.
- g) THAT at or before entering into these presents the Purchaser(s) has/have made himself / herself/ itself/ themselves aware that the said new building is a composite of Residential Apartments / Units alongwith commercial parts and the Purchaser(s) agree/s to maintain the decency of the said new building and shall not do any act, deed or thing nor permit any act, deed or thing to be done which is likely to adversely affect the decency of the said new building.
- h) THAT the Purchaser(s) shall at his/ her/ its / their own cost immediately after the execution of this deed apply to CESC LTD. For obtaining its separate electric meter and until such separate meter is obtained the Vendor/ Promoter shall temporarily provide a Sub – Meter and the Purchaser(s) shall regularly and punctually make payment of the electricity charges at a cost to be fixed by Vendor/ Promoter.

VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE/S AND COVENANT/S WITH THE VENDOR/PROMOTER as follows:

- i) THAT until the formation of the Association / Society of the Allottees/ Purchaser(s) which may include the Vendor/ Promoter or any person authorised by the Vendor/ Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handing over possession of the said Apartment/ Unit SUBJECT HOWEVER to the Purchaser(s) regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the **Sixth Schedule** hereunder written.
- ii) THAT maintenance charges shall be paid by the Purchaser(s) regularly and punctually and in the event of any default on the part of the Purchaser(s) in making payment of such maintenance charges the Purchaser(s) shall be liable to pay interest as per Rules per annum PROVIDED HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Vendor/ Promoter and/or the Association/Society shall :-
- a) Discontinue the use of common services.
 - b) Discontinue the supply of water.

c) Prevent use of the lifts and such services shall not be restored until all the amounts togetherwith interest shall be fully paid.

iii) Within three months from the date of execution of this Deed of Conveyance the Purchaser(s) shall apply to the Completed Authority for mutation of his/her/its/their names with the Completed Authority and until such time such mutation is effected the Purchaser(s) shall be liable to make payment of the proportionate share of the Municipal rates, taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.

iv) The amount deposited by the Purchaser(s) as and by way of Sinking Fund/Development Fund shall continue to remain with the Vendor/ Promoter until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as an when becoming necessary it being expressly agreed and declared by and between the Parties hereto that in no event the Purchaser(s) shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of Municipal, taxes and other outgoings including maintenances charges.

v) The right of the Purchaser(s) shall remain restricted to the said Apartment/Unit and in no event the Purchaser(s) or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the Purchaser(s) hereby further covenant/s and assure/s that it shall not interfere with the rights of the Vendor/ Promoter in selling, transferring making out or letting out the remaining the unsold area on and covered spaces and to carry out repairs, renovations and improvements in the said building and for use the same for any commercial purpose.

THE FIRST SCHEDULE ABOVE REFFERED TO

WHEREAS one Sri Prosad Das Mullick (since deceased) was the absolute owner of ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of 18 (eighteen) Cottahs be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Premises No. 85, Dum Dum Road, Kolkata – 700 074 at Mouza – Kalidaha, J. L. No. 23, R. S. 16, Touzi No. 1298/2833 comprised in C. S. Dag Nos. 11 & 32 appertaining to C. S. Khatian Nos. 21 & 390 under the Police Station of Dum Dum

within the limits of South Dum Dum Municipality in Ward No. 16 in the District of North 24 Parganas.

AND WHEREAS being in peaceful possession of the said land the said Sri Prosad Das Mullick made and executed a Deed of Lease dated 26th day of November, 1947 in respect of the land measuring an area of 16 (sixteen) Cottahs be the same a little more or less unto and in favour of M/s. Scene Screen Pvt. Ltd. for a period of 30 years and the same was duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 54, Pages 199 to 208, Being No. 3116 for the year 1947 and he also made and executed another Deed of Lease dated 28th day of August, 1952 in respect of balance land measuring an area of 2 (two) Cottahs be the same a little more or less unto and in favour of the said M/s. Scene Screen Pvt. Ltd. for a period of 27 years 10 months 11 days and the same was also duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 82, Pages 60 to 67, Being No. 6123 for the year 1952 and delivered khas possession thereof unto and in favour of the said M/s. Scene Screen Pvt. Ltd. free from all encumbrances whatsoever.

AND WHEREAS the said Lease expired by efflux of time on 30th day of November, 1977 and the said M/s. Scene Screen Pvt. Ltd. is required to handover peaceful vacant possession of the said land as per terms contained in the said Deeds of Lease.

AND WHEREAS the said Prosad Das Mullick died intestate leaving behind him his surviving only son namely Sri Sasti Das Mullick as his only legal heir and successor and accordingly upon the demise of the said Prosad Das Mullick the said land left by him devolved upon his said son Sri Sasti Das Mullick in accordance with the Hindu Law of Succession.

AND WHEREAS pursuant to the acceptance to rent by the Government of West Bengal on the ground of alleged vesting of the said land by operation of West Bengal Estate Acquisition Act, 1953, a Writ Petition under Article 226 of the Constitution of India was filed before the Hon'ble High Court at Calcutta and which was allowed and the rule was made absolute and thereafter by Order dated 28.09.2000 passed in Civil Appeal No. 834 of 1981 the Hon'ble Supreme Court of India upheld the Order passed by the Hon'ble High Court, Calcutta.

AND WHEREAS being in peaceful possession of the said land the said Sasti Das Mullick died intestate on 27.07.1999 leaving behind him his surviving wife namely Smt. Naba Tara Mullick and three sons namely Sri Deb Das Mullick, Sri Bishnu Das Mullick & Sri Some Das Mullick as his only legal heirs and successors and accordingly upon the demise of the said Sasti Das Mullick the said land left by him devolved upon his said wife and sons respectively to the extent of undivided 1/4th share each in accordance with the Hindu Succession Act, 1956.

AND WHEREAS in consideration natural love and affection the said Smt. Naba Tara Mullick gave, assured and transferred her undivided 1/4th share of the said land togetherwith brick built building thereon including all easement rights and appurtenances thereto particularly mentioned and described in the Schedule thereunder written by virtue of a Deed of Gift dated 16th day of July, 2001 duly registered in the office of the Additional Registrar of Assurances – II at Kolkata in Book No. I, Volume No. 143, Being No. 3893 for the year 2001 unto and in favour of her daughter-in-law namely Smt. Suchitra Mullick, wife of Sri Deb Das Mullick free from all encumbrances whatsoever.

AND WHEREAS in consideration natural love and affection the said Sri Some Das Mullick gave, assured and transferred his undivided 1/4th share of the said land togetherwith brick built building thereon including all easement rights and appurtenances thereto particularly mentioned and described in the Schedule thereunder written by virtue of a Deed of Gift dated 16th day of July, 2001 duly registered in the office of the Additional Registrar of Assurances – II at Kolkata in Book No. I, Volume No. 143, Pages 139 to 146, Being No. 3894 for the year 2001 unto and in favour of his brother namely the said Sri Deb Das Mullick free from all encumbrances whatsoever.

AND WHEREAS in consideration natural love and affection the said Sri Bishnu Das Mullick gave, assured and transferred his undivided 1/4th share of the said land togetherwith brick built building thereon including all easement rights and appurtenances thereto particularly mentioned and described in the Schedule thereunder written by virtue of a Deed of Gift dated 16th day of July, 2001 duly registered in the office of the Additional Registrar of Assurances – II at Kolkata in Book No. I, Volume No. 143, Pages from 147 to 154, Being No. 3895 for the year 2001 unto and in favour of his brother namely the said Sri Deb Das Mullick free from all encumbrances whatsoever.

AND WHEREAS by virtue of inheritance and gift thus the said Sri Deb Das Mullick became the absolute owner of ALL THAT piece or parcel of undivided 3/4th share of the said land togetherwith structure thereon including all easements rights and appurtenances thereto lying situate at Premises No. 85, Dum Dum Road, Kolkata – 700 074 and by virtue of gift the said Smt. Suchitra Mullick became the absolute owner of ALL THAT piece or parcel of undivided 1/4th share of the said land togetherwith structure thereon including all easements rights and appurtenances thereto lying situate at Premises No. 85, Dum Dum Road, Kolkata – 700 074 having every right to sell, transfer, gift, mortgage in any manner whatsoever unto and in favour of any Party or Parties.

AND WHEREAS by virtue of a Deed of Conveyance dated 28th day of February, 2007 duly registered in the office of the Additional Registrar of Assurances – II at Kolkata in Book No. I, Volume No. 1, Pages 1 to 16, Being No. 07589 for the year 2007, the said Sri Deb Das Mullick and Smt. Suchitra Mullick indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of land hereditaments and premises containing by estimation an area of 18 (eighteen) Cottahs be the same a little more or less togetherwith a construction thereon commonly known as Lila Cinema Hall including all easement rights and appurtenances thereto lying situate at and being Premises No. 85, Dum Dum Road, Kolkata – 700 074 at Mouza – Kalidaha, J. L. No. 23, R. S. 16, Touzi No. 1298/2833 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 16 in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Vendor/Promoter herein namely Star Shine Tie-Up Pvt. Ltd. free from all encumbrances whatsoever.

AND WHEREAS subsequently the Vendor/Promoter herein being the absolute owner of the said Premises No. 85, Dum Dum Road, Kolkata – 700 074 mutated its name in respect thereof in the records of the South Dum Dum Municipality and accordingly upon mutation the said Municipal Authority assessed the said Premises as Municipal Holding No. 9, Dum Dum Cossipore Road (old Holding No. 102, Dum Dum Cossipore Road), Kolkata – 700 074 under the Police Station of Dum Dum in the District of North 24 Parganas.

AND WHEREAS the Vendor/Promoter submitted an Addition & Alteration Map or Plan of a multistoried building to the Municipal Authority of South Dum Dum Municipality for sanction or caused to be sanctioned the First Plan on 29.06.2012 vide Plan No. 66 and subsequently on 10.06.2013 vide Plan No. 73, on 28.07.2016 vide Plan No. 271 and B+G+VI on 22.08.2017 vide Plan No. 84 and on 06.08.2018 vide Plan No. 233 and finally on 08.06.2019 vide Plan No. 85.

THE SECOND SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE APARTMENT
PART - I

ALL THAT the Apartment No. “.....” with Carpet Area of 648 (Super Built Up Area Approx. **Sq.ft.**) Sq.ft. approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the **Floor** of “**SWABHUMI SQUARE**” at all that the said land measuring an area of 18 (eighteen) Cottahs be the same a little more or less lying situate at and being Premises No. 85, Dum Dum Road, being Municipal Holding No. 9, Dum Dum Cossipore Road (old Holding No. 102, Dum Dum Cossipore Road), Kolkata – 700 074 at Mouza – Kalidaha, J. L. No. 23, R. S. No. 16, Touzi No. 1298/2833 comprised in C. S. Dag Nos. 11 & 32 appertaining to C. S. Khatian Nos. 21 & 390 corresponding to R. S. & L. R. Dag No. 186 appertaining to L. R. Khatian No. 2238 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 16, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24 Parganas and the said land is butted and bounded as follows :

- ON THE NORTH** : By Dum Dum Road;
- ON THE SOUTH** : By Municipal Road;
- ON THE EAST** : By Premises No. 91, Dum Dum Road and Municipal Road;
- ON THE WEST** : By Municipal Road.

PART - II

Description of the Floor Plan for the Apartment No. “.....” on the
Floor of “Swabhumi Square”

- a) No. of Bed room : (.....)
- b) Living/Dining space : (.....)
- c) Kitchen : (.....)
- d) Toilet : (.....)

e) Balcony : (.....)
The said Apartment No. “.....” is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND UTILITIES
COMMON PORTIONS)

- A. Common Parts and Portions in the Building.
1. Lift in the building for residential purpose.
 2. Lift for car parking (applicable for the owners of parking area using the car lift).

THE FOURTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS OR QUASI-EASEMENTS)

The under mentioned rights, easements and quasi-easements privileges and appurtenances shall be reserved for the Vendor/Promoter and/or the Society and/or the Association of the Co-Owners of the New Building.

- 1) The right in common with the Purchaser(s) and /or other person or persons entitled to the other part or parts of the New Building as aforesaid for the Ownership and use of common part or parts of the New Building including its installations, staircases, open space(s) in ground floor, covered space(s), electrical installations and other passages.
- 2) The right of passage in common with the Purchaser(s) and other person or persons as aforesaid of electricity, water and soil from to carry any part (other than the aforesaid Apartments/Units of the other part or parts of the New Building through or over the said Apartments/Units) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
- 3) The right of protection for other portion or portions of the New Building by all parts of the said Apartments/Units as far as they now protect the same or as may otherwise become vested in the Purchaser(s) by means of structural alterations to the said Apartments/Units or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
- 4) The right by the Vendor/Promoter and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress or egress to and from such

other part or parts of the New Building, the front entrances, staircase, electrical installation, open and covered space(s) and other common passages or paths of the New Building.

5) The right of the Vendor/Promoter or its authorized agents with or without workmen and necessary materials to enter from time to time upon the said Apartments/Units for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits underground/overhead reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Vendor/Promoter and other person or persons shall give to the Purchaser(s) twenty four hours prior notice in writing of their intention of such entry as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1) The Purchaser(s) shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartments/Units or therewith usually held, used, occupied or enjoyed or reputed all known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified EXCEPTING AND DESERVING unto the Vendor/Promoter the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Fourth Schedule hereto.

2) The right of access and passage in common with the Vendor/Promoter and/or the Co-Owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube-well, lifts and electrical installations and all other common areas, installations and facilities in the New Building and the said Premises.

3) The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartments/Units with or without vehicles over and along drive ways and path ways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser(s) or invitees of the Purchaser(s) to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of or other person or persons including Vendor/Promoter and the Society/Association along such drive way and path ways as aforesaid.

4) The right of support, shelter and protection of the said Apartments/Units by or from all parts of the New Building so far they now support, shelter or protect the same.

5) the right of passage in common as aforesaid electricity, water and soil from and to the said Apartments/Units through pipes, drains, wires and conduits lying or being in under through or over the New Building and the said Premises so far as may be reasonable necessary for the beneficial occupation of the said Apartments/Units and for all purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any parts of the said Apartments/Units in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the Owners and occupiers of the other Apartments/Units and portion of the Building.

THE SIXTH SCHEDULE ABOVE REFERRED TO

1) As from the date of possession of the said Apartments/Units the Purchaser(s) agree/s and covenant/s.

a) To Co-Operate with the other Co-Purchaser(s) and the Vendor/Promoter in the management and maintenance of the said building.

b) To observe the rules framed from time to time by the Society/Association.

c) To use the said Apartments/Units for residential, purpose (as has been granted) and for no other purpose whatsoever without the consent in writing of the Vendor/Promoter.

d) To allow the Vendor/ Promoter with or without workmen to enter into the said Apartments/Units for the purpose of maintenance and repairs and sale of unsold stock of the Vendor/ Promoter.

e) To pay and bear the common expenses and other outgoings and expenses since the date of receiving of the possession letter and also the rates and

taxes for the said Apartments/Units and proportionately for the building and/or common parts/areas and wholly for the said Apartments/Units and/or to make deposits on account thereof in the manner mentioned hereunder to the Vendor/ Promoter and upon the formation of the Society/Association to such Society/Association. Such amount shall be deemed to be due and payable an from the date of possession whether physical possession of the said Apartments/Units has been taken or not by the Purchaser(s), the said amount shall be paid by the Purchaser(s) without raising any objection thereto regularly and punctually within 72 hours to the Vendor/ Promoter and upon formation of the Society/Association to such Society/Association.

- f) To deposit the amounts reasonably required with the Vendor/ Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- g) To pay charges for electricity in or relating to the said Apartment(s)/ Unit(s).
- h) Not to subdivide the said Apartment(s)/ Unit(s) and/or the Parking Space if allotted or any portion thereof.
- i) Not to do anything or prevent the Vendor/ Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment(s)/ Unit(s).
- j) To maintain or remain responsible for the structural stability of the said Apartment(s)/ Unit(s) and not to do anything which has the effect of effecting the structural stability of the Building.
- k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment(s)/ Unit(s) or in the compound or any portion of the Building.
- l) Not to store or bring and allow to be stored in the said Apartment(s)/ Unit(s) any goods of hazardous or combustible nature or which are so heavy as to the affect or endanger the structures of the Building or any

portion of any fittings and fixtures thereof including windows, floors etc in any manner.

- m) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the Building or any part thereof.
- n) Not to fix or install air-conditioners in the said Apartment(s)/ Unit(s) save and except at the places which have been specified in the said Apartment(s)/ Unit(s) for such installation.
- o) Not to do or cause anything to be done in or around the said Apartment(s)/ Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment(s)/ Unit(s) or adjacent to the said Apartment(s)/ Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- p) Not to damage or demolish or cause to be damaged or demolished the said Apartment(s)/ Unit(s) or any part thereof or the fitting and fixtures affixed thereto.
- q) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment(s)/ Unit(s) which in the opinion of the Vendor/ Promoter differs from the colour scheme of the Building or deviation or which in the opinion of the Vendor/ Promoter may affect the elevation in respect of the exterior walls of the Building.
- r) Not to install grills the design of which have not been approved by the Architect.
- s) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment(s)/ Unit(s) or any part of the said Building or cause increased premium to be payable in respect thereof if the Building is insured.
- t) Not to make in the said Apartment(s)/ Unit(s) any structural additions

and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor/ Promoter and with the sanction of the Competent Authority as and when required.

- u) The Purchaser(s) shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- v) Not to use the said Apartment(s)/ Unit(s) or permit the same to be used for any purpose whatsoever other than as a Residential Apartment/ Unit and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or / Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any Industrial activities whatsoever.
- w) Not to change or put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner to be visible to the outsiders.
- x) To abide by such Building Rules and Regulations as may be made applicable by the Vendor / Promoter before the formation of the Society/ Association and after the Society/ Association is incorporate to comply with and / or adhere to the Building Rules and Regulations of such Society / Association.

2) The Purchaser(s) agree/s that :

- a) The Purchaser(s) shall pay regularly and punctually within 7th day of every month in advance and month by month the common expenses as described in the **Seventh Schedule** hereunder written at such rate as may be decided, determined and apportioned by the Vendor/ Promoter to be payable from the date of possession to the Vendor/ Promoter and upon formation and transfer of management of the said Building to the Society/ Association such payments are required to be made without any abatement or demand.

- b) The proportionate rate payable by the Purchaser(s) for the common expenses shall be decided by the Vendor/ Promoter from time to time and the Purchaser(s) shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment(s) / Unit(s) only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/ Promoter shall be conclusive and final. The Purchaser(s) shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said Building to the Society / Association in terms of these presents, the employees of the Vendor/ Promoter such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Society/ Association with continuity of service and on the same terms and conditions of employment with the Vendor/ Promoter and the Purchaser(s) shall not be entitled to any objection thereto and hereby consent/s to the same .
- c) So long as such Apartment(s) /Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser(s) shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Vendor/ Promoter. Such proportion is to be determined by the Vendor/ Promoter on the basis of the area of such Apartment(s) /Unit(s) in the said Building.
- d) If the Purchaser(s) fail/s to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser(s) shall be liable to pay interest at the rate as per provision of the Act, "HIRA" per month and further that such amount shall remain unpaid for sixty days, the Vendor/ Promoter shall be at liberty to disconnect and/ or suspend all common services attached to the said Purchaser's Apartment(s) /Unit(s) such as water supply, electricity connection, use of lifts etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 3) The Purchaser(s) has/ have further agreed that :
- a) The right of the Purchaser(s) shall remain restricted to the said Apartment(s)/ Unit(s).

- b) The Purchaser(s) shall not have any right or claim in respect of the other portions of the said Building or the Premises.
- c) The Vendor/ Promoter shall be absolutely entitled and/ or shall have sole and exclusive right to the roof of the Building and all the other open spaces of the said Building and Premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it where it basis or duly developed by way of construction thereon to any person or persons, party or parties and /or deal with the same as the Vendor/ Promoter in its sole discretion shall think fit and proper and the Purchaser(s) hereby consent/s to the same without any objection and/or claim in whatsoever manner under any circumstances.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. Establishment and all other capital and operational expenses of the Association of Flat of the said Building.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/ engaging and appointment of security service agency and / or personal and/ or allied expensed connected and/ or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Building , inter-alia, against earthquake, flood, rain , fire , mob - violence , damages , civil commotion etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building at the complex level.
7. All costs for maintaining, operating, replacing, repairing, white – washing, painting , decorating, re- decorating, re-building, re- constructing, lighting and renovating the Building at the complex level including the exterior or interior (but not inside any flat/unit) walls of the Building.

8. All expenses for running and operating all machinery, equipment and installations comprised in the Building common portions at the Building complex level and/or complex common portion at the complex level, including lifts, if any changeover switches, if any pumps and other common installations and there license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building common portion at the Building level and/or complex common portion at the complex level.
9. Municipal Tax, Surcharge, Multi-storied Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the complex at the complex level save those separately assessed on the Purchaser(s).
10. The salaries of and/or other expenses on the staff to be employed for the common purposes viz. manager, caretaker, clerks, security personnel, lift men , sweeper, plumber, electricians etc including their perquisites , bonus and other emoluments and benefits.
11. The electricity charge and maintenance charge of Car Lift will be paid by only the Purchaser(s) of Car Parking Space.

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

SIGNED, SEALED AND DELIVERED

by the Vendor/Promoter at Kolkata

in the presence of :-

1.

2.

Signature of the Vendor/Promoter

SIGNED, SEALED AND DELIVERED

by the Purchaser(s) at Kolkata

in the presence of : -

1.

2.

Signature of the Purchaser(s)

R E C E I P T

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs.**/- **(Rupees****)** only being the earnest money and/or part payment under these presents as per Memo of Consideration given below :-

MEMO OF CONSIDERATION

- (1) By Cheque No. dated,
drawn on State Bank of India. **Rs.**/-
- (2) By Cheque No. dated,
drawn on State Bank of India. **Rs.**/-
- (3) By Cheque No. dated,
drawn on **Rs.**/-
- (4) By Cheque No. dated,
drawn on **Rs.**/-

Total :-
Rs./-

((Rupees))

WITNESSES :

1.

2.

Signature of the Vendor/Promoter

**Drafted by : -
Advocate,**