

Conveyance

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**

- 3.1 **Rabindra Apartment & Construction Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 42B, Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata-700016 (**PAN AABCR1997H**)
- 3.2 **Cardex India Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 9, India Exchange Place, Post Office GPO, Police Station Hare Street, Kolkata-700001 (**PAN AABCC2844A**)
- 3.3 **Anjana Devi Jain**, wife of Sri Dhan Raj Patni, of 59A, Chowringhee Road, Post Office L. R. Sarani S.O., Police Station Bhowanipore, Kolkata-700020 (**PAN ACXPJ2210N**)
- 3.4 **Manik Devi Jain**, wife of Sri Bhagchand Jain, of No. 68, Nalini Seth Road, Post Office Burrabazar, Police Station Posta, Kolkata - 700007 (**PAN ACTPJ8302P**)
- 3.5 **Kedarnath Daga & Sons (HUF)**, of 230A, Acharya Jagadish Chandra Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020, (**PAN AAFHK3592Q**) represented by its *Karta*, Goverdhan Das Daga, son of Late Kedarnath Daga, of 230A, Acharya Jagadish Chandra Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020 (**PAN ADGPD9548K**)
- 3.6 **Sarala Devi Jain**, wife of Sri Mohanlal Jain, of 68, Nalini Seth Road, Post Office Burrabazar, Police Station Posta, Kolkata-700007 (**PAN ACXPJ2179G**)
- 3.7 **G. G. Resources private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 230A, A.J.C. Bose Road, Post Office Bhowanipore, Police Station Bhowanipore, Kolkata-700020 (**PAN AABCG0074E**)
- 3.8 **Puja Dyeing Works Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 42B, Park Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata-700016 (**PAN AADCP1033G**)
- 3.9 **Baid & Sons Private Limited**, a company governed by within the meaning of The Companies Act, 2013, having its registered office at 11, Clive Row, 4th Floor, Room No. 11, Post Office GPO, Police Station Hare Street, Kolkata 700001 (**PAN AABCB2743D**)
- 3.10 **Aqib Commercial Private Limited**, a company within the meaning of The Companies Act, 2013, having its registered office at 11, Clive Row, 4th Floor, Room No 11, Post Office GPO, Police Station Hare Street, Kolkata - 700001 (**PAN AACCA5320Q**)

All of the Owners are represented by their attorney/s (a) _____ son of _____ of _____ (**PAN** _____) and (b) _____ son of _____ of _____ (**PAN** _____).

(**Owners**, which expression shall include their successors-in-interest)

And

- 3.11 **S. M. Abasan Private Limited**, a company governed by The Companies Act, 2013, having its registered office at 86A, Topsia Road, (South), Room No. 209, 2nd Floor, Post Office Gobinda

Khatick Road, Police Station Topsia, Kolkata - 700046 (**PAN AALCS6438C**) represented by its authorized signatory _____ son of _____ of _____ (**PAN** _____).

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

And

3.3 _____, son/daughter/wife of _____, by faith Hindu, by nationality Indian, by occupation Business, of _____, _____, Kolkata-7000____, Post Office _____, Police Station _____ (**PAN** _____)

(**Allottee/s/Buyer/s**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owner, Promoter and Allottee/s/Buyer/s are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS TRANSFER WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on the _____ floor, having Super built up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** (**Said Apartment**), in Block/Building No. _____ (**Said Block/Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on land measuring 3 (three) *bigha* 5 (five) *cottah* 4 (four) *chittack* and 21 (twenty one) square feet, more or less equivalent to 4366.54 (four three six six point five four) square meter comprised in L.R *Dag* Nos. 3070 and 3071, recorded in L.R *Khatian* No. 2394, *Mouza* Belghoria, J.L. No. 3 situate and lying at Municipal Premises No. 4, Nilgunj Road (also known as S.P. Mukherjee Road), Post Office Belghoria, Police Station Belghoria Kolkata-700056 within Ward No. 17 of the Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, as shown in **Red** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A** below (**Project Property**). The Real Estate Project has been developed named "**StarOm Millenia**" (**Said Complex**).

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the

super built-up area of the Said Apartment bears to the total super built-up area of the Said Block/Building.

- 4.3 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

- 5.1 **Ownership of Project Property:** The Owners, by virtue of the orders dated (i) 17th September, 1992 and (ii) 17th August, 1993 passed in Suit No. 240 of 1987 (Punjab National Bank - vs – Raigarh Jute & Textiles Mills Ltd. & Ors.) by the Hon'ble High Court at Calcutta, pursuant to which 10 (ten) several Deeds of Conveyances, dated 17th November, 1993 and registered in the Office of the Additional Registrar of Assurances IV, Kolkata in (a) Book No. I, Volume No. 384, at pages 292 to 309, being Deed Nos. 16360 for the year 1993, (b) Book No. I, Volume No. 384, at pages 310 to 327, being Deed No. 16361 for the year 1993, (c) Book No. I, Volume No. 384, at pages 328 to 345, being Deed No. 16362 for the year 1993, (d) Book No. I, Volume No. 384, at pages 346 to 363, being Deed No. 16363 for the year 1993, (e) Book No. I, Volume No. 384, at pages 364 to 381, being Deed No. 16364 for the year 1993, (f) Book No. I, Volume No. 384, at pages 382 to 399, being Deed No. 16365 for the year 1993, (g) Book No. I, Volume No. 384, at pages 400 to 417, being Deed No. 16366 for the year 1993, (h) Book No. I, Volume No. 384, at pages 418 to 435, being Deed No. 16367 for the year 1993, (i) Book No. I, Volume No. 384, at pages 436 to 453, being Deed Nos. 16368 for the year 1993, (j) Book No. I, Volume No. 378, at pages 497 to 514, being Deed No. 16369 for the year 1993, were made in favour of the Owners. The Owners have got their name mutated in the records of the Kamarhati Municipality and are paying the taxes regularly. Thus the Owners herein became the joint and absolute owners land measuring 3 (three) *bigha* 5 (five) *cottah* 4 (four) *chittack* and 21 (twenty one) square feet, more or less equivalent to 4366.54 (four three six six point five four) square meter comprised in L.R *Dag* Nos. 3070 and 3071, recorded in L.R *Khatian* No. 2394, *Mouza* Belghoria, J.L. No. 3 situate and lying at Municipal Premises No. 4, Nilgunj Road (also known as S.P. Mukherjee Road), Cossipore, Post Office Belghoria, Police Station Belghoria Kolkata-700056 within Ward No. 17 of the Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1" (Project Property)**
- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Project Property by construction of the Said Complex thereon and transferring various

apartments/spaces therein (**Apartments**), the Owners entrusted the work of development of the Project Property to the Promoter, on the terms and conditions recorded in registered Development Agreements i.e. the Development Agreement dated 24th April, 2017 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2017, at Pages 143359 to 143399, being Deed No. 190403780 for the year 2017 (“**Development Agreement**”). In terms of the Development Agreement, the Promoter has become entitled to transfer, encumber or otherwise alienate or dispose off the Apartments, parking spaces and other transferrable spaces in the Said Block/Building/the Project Property (as and where defined herein) and to appropriate the entire consideration therefor.

- 5.3 **Real Estate Project:** The Project Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The construction of the Said Complex *inter alia* consists of (i) Block/Building No. **1** *inter-alia* comprising of 1 (one) Ground+ 12 (G+12) storied residential buildings, being constructed on the Project Property and (ii) Block/Building No. **2** *inter-alia* comprising of 1 (one) Ground+ 12 (G+12) storied residential buildings, being constructed on the Project Property and registered as a ‘real estate project’ (**Real Estate Project/Project**) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Intimation to Kamarhati Municipality and Sanction of Plans:** The Owners and/or the Promoter duly intimated the Kamarhati Municipality about commencement of construction of the Project vide its letter dated _____. The Owner and/or the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority).
- 5.5 **Registration under the Act:** The Promoter has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.
- 5.6 **Application and Allotment to Allottee/s/Buyer/s:** The Allottee/s/Buyer/s, upon full satisfaction of the Owners’ entitlement and the Promoter’s authority to transfer, applied for transfer of the Said Apartment And Appurtenances and the Promoter has allotted the same to the Allottee/s/Buyer/s, who in due course entered into an agreement dated _____ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.7 **Construction of Said Block/Building:** The Promoter has completed construction of the Said Block/Building.
- 5.8 **Sale to Allottee/s/Buyer/s:** In furtherance of the above, the Owners and the Promoter are completing the Sale of the Said Apartment And Appurtenances in favour of the Allottee/s/Buyer/s, by these presents, on the terms and conditions contained herein.

5.9 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Allottee/s/Buyer/s confirms that the Allottee/s/Buyer/s has accepted and agreed that the following are and shall be the conditions precedent to this Sale:

5.10.1 **Understanding of Scheme by Allottee/s/Buyer/s:** The undertaking and covenant of the Allottee/s/Buyer/s that the Allottee/s/Buyer/s has understood and accepted the under mentioned scheme of construction as disclosed by the Promoter:

(i) Block/Building No. **1** *inter-alia* comprising of 1 (one) Ground+ 12 (G+12) storied residential buildings, being constructed on the Project Property and (ii) Block/Building No. **2** *inter-alia* comprising of 1 (one) Ground+ 12 (G+12) storied residential buildings, being constructed on the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon the Project Property as shown in **Red** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A** below.

(ii) **Scheme of Construction of Project Property:** The detailed scheme of construction attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures of construction on the Project Property and is based on the current approved layout for the Project Property.

(iii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Allottee/s/Buyer/s and other Allottee/s/Buyer/s(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

5.10.2 **Satisfaction of Allottee/s/Buyer/s:** The undertaking of the Allottee/s/Buyer/s to the Owners and the Promoter that the Allottee/s/Buyer/s is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the Owners’, right of the Promoter in the Project Property, the sanctioned plan, all background papers, the right of the Owners’ and the Promoter to grant this Sale vide this Conveyance, the scheme of construction described above and the extent of the rights being granted in favour of the Allottee/s/Buyer/s and the restrictive covenants mentioned herein and/or elsewhere in this Conveyance and the Allottee/s/Buyer/s hereby accepts the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allottee/s/Buyer/s to the Owners and the Promoter that the right, title and interest of the Allottee/s/Buyer/s is confined only to the Said Apartment And Appurtenances and the Promoter is entitled to deal with and dispose off all other portions of the Project Property and the Said Block/Building to third parties at the sole discretion of the Promoter, which the Allottee/s/Buyer/s hereby accepts and to which the Allottee/s/Buyer/s, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Owners and the Promoter hereby sale, transfer and convey to and unto the Allottee/s/Buyer/s, 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 super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**, in Block/Building No. _____, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project is constructed on the Project Property as shown in **Red** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A** below, being land measuring 3 (three) bigha, 5 (five) cottah, 4 (four) chittack and 21 (twenty one) square feet, equivalent to 4366.54 (four three six six point five four) Sq mt, comprised in L.R *Dag* Nos. 3070 and 3071, recorded in L.R. *Khatian* No. 2394 (old *Khatian* No. 343), *Mouza* Belghoria, J.L. No. 3 situate, lying at and being Municipal Premises No. 4, Nilgunj Road (also known as S.P. Mukherjee Road), Cossipore, Dum Dum, Post Office and Police Station Belghoria, Kolkata-700056 under Holding No. 1611, within Ward No. 17 of the Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (“**Project Property**”). The Real Estate Project has been named **StarOm Millenia**, constructed/being constructed on the Project Property.
- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Block/Building.
- 6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.
- 6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

7. **Consideration and Payment**

- 7.1 **Consideration:** The aforesaid sale of the Said Apartment And Appurtenances is being made by the Owners and the Promoter in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Allottee/s/Buyer/s to the Promoter and the Promoter, receipt of which the Promoter hereby and by the Memo and Receipt of Consideration by Promoter below, admit and acknowledge.

8. **Terms of Transfer**

- 8.1 **Title, Sanctioned Plans and Construction:** The Allottee/s/Buyer/s has examined or caused to be examined the following and the Allottee/s/Buyer/s 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, entitlement, interest and authority of the Owners and the Promoter in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;

- (b) The sanctioned plan sanctioned by the Kamarhati Municipality;
 - (c) The construction and completion of the Said Block/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 Allottee/s/Buyer/s 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 Transfer is:
- 8.3.1 **Transfer:** Transfer 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 Transfer, together with proportionate benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-buyers of the Said Block/Building, including the Owners and the Promoter (if the Owners and/or the Promoter retain any Apartment in the Said Block/Building).
- 8.4 **Subject to:** The Sale of the Said Apartment And Appurtenances being effected by this Transfer is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Allottee regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
 - 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Allottee/s/Buyer/s regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter.
 - 8.4.3 **Payment of Maintenance Charge:** the Allottee/s/Buyer/s 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**).
 - 8.4.4 **Observance of Covenants:** the Allottee/s/Buyer/s observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule D** below.
 - 8.4.5 **Indemnification by Allottee/s/Buyer/s:** indemnification by the Allottee/s/Buyer/s about the Allottee/s/Buyer/s faithfully and punctually observing and performing all covenants,

stipulations and obligations required to be performed by the Allottee/s/Buyer/s hereunder. The Allottee/s/Buyer/s agrees to keep indemnified the Owners and the Promoter 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 Promoter and/or their successors-in-interest by reason of any default of the Allottee/s/Buyer/s.

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 Promoter to the Allottee/s/Buyer/s, which the Allottee/s/Buyer/s admits, acknowledges and accepts.

10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes, rates applicable in respect of 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 Allottee/s/Buyer/s (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter 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 Allottee/s/Buyer/s.

11. Holding Possession

- 11.1 **Allottee/s/Buyer/s Entitled:** The Owners and the Promoter hereby covenant that the Allottee/s/Buyer/s 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 Allottee/s/Buyer/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter.

12. Further Acts

- 12.1 **Owners and Promoter to do:** The Owners and the Promoter hereby covenant that the Owners and the Promoter 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 Allottee/s/Buyer/s and/or successors-in-interest of the Allottee/s/Buyer/s, 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 Allottee/s/Buyer/s to the Said Apartment And Appurtenances.
- 12.2 **Promoter to do:** The Promoter hereby covenant that the Promoter 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 Allottee/s/Buyer/s and/or successors-in-interest of the Allottee/s/Buyer/s, 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 Allottee/s/Buyer/s to the Said Apartment And Appurtenances.

13. Defect Liability:

- 13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. 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 Allottee and/or any other allottees in the Real Estate 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 Allottee and/or any other allottee/person in the Real Estate Project and/or the Project Property. The Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member 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) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard. However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the promoter. Further, the promoter shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specification.
- 13.2 The promoter shall not be liable to rectify and defect occurring under the following circumstances:
- 13.2.1 If there are changes, modification or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee/s/Buyer/s taking over possession of the Apartment, the promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes if there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee/s/Buyer/s, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- 13.2.2 If there are changes, modifications or alteration in doors, windows or other related items, then the promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations.
- 13.2.4 If the Allottee/s/Buyer/s after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal

walls of the Apartment by making changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequences of such alterations or changes will not be entertained by the Promoter;

- 13.2.5 Different materials have different coefficient of expansions and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- 13.2.6 If the materials and fittings and fixtures provided by the promoter are not being maintained by the allottee or his / her agents in the manner in which same is required to be maintained.
- 13.2.7 Any electrical fittings and /or gadgets or appliances or other fittings and fixtures provided by the promoter in the Common areas and / or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- 13.2.8 If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything herein before contained it is hereby expressly agreed and understood that in case the allottee, without first notifying the promoter and without giving the promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the promoter shall be relieved of its obligations contained in clause 13 here in above.

14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the 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 and/or any other documents executed prior to the date of this Transfer.

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 Transfer are inserted for convenience only and shall be ignored in construing the provisions of this Transfer.
- 15.3 **Definitions:** Words and phrases have been defined in the Transfer 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 Property)

Land measuring 3 (three) *bigha*, 5 (five) *cottah*, 4 (four) *chittack* and 21 (twenty one) square feet equivalent to 4366.54 (four three six six point five four) square meter, comprised in L.R *Dag* Nos. 3070 and 3071, recorded in L.R. *Khatian* No. 2394 (old *Khatian* No. 343), *Mouza* Belghoria, J.L. No. 3, situate, lying at and being Municipal Premises No. 4, Nilgunj Road(also known as S.P. Mukherjee Road), Post Office Belghoria, Police Station Belghoria, Kolkata-700056, under Holding No. 1611, within Ward No. 17, of the Kamarhati Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (“**Project Property**”), delineated the **Plan** annexed hereto and marked as **Annexure “1”** and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : By Municipal Raod
- On the East** : By Kamarhati Pumping Station
- On the South** : By State Garage
- On the West** : By Nilgung Road

SCHEDULE 'B'
(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having super built up area of _____ (_____) squre feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, in Block/Building No. _____. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;

(b)The Said Parking Space, being the right to park _____ (_____) medium sized car/or _____ (_____) in the (individual/dependant) covered space in the ground Floor of any building in the Said Complex and _____ (_____) medium sized car/s in the mechanical car parking space within the Said Complex and _____ (_____) medium sized car/s and/or _____ (_____) _____ (_____) in the (individual/dependant) open space at the ground level of the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- | | |
|--|--|
| • Entrance Lobby at the ground level of the Said Block | • Lobbies on all floors and staircase(s) of the Said Block |
| • Lift machine room(s) and lift well(s) of the Said Block | • DG sets with 24 hours limited Backup power |
| • Water supply pipeline in the Said Block (save those inside any Apartment) | • Drainage and sewage pipeline in the Said Block (save those inside any Apartment) |
| • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block | • Electricity meter(s) for common installations and space for their installation |
| • Intercom in the Said Block | • Cabling of TV/DTH in the Said Block, if any |
| • Broadband Cabling in the Said Block, if any | • Fire Refuge Platform of the Said Block |
| • Lift(s) and allied machineries in the Said Block | • Fire fighting system in the Said Block |
| • Service rooms | • Transformer sets |
| • Top roof (demarcated for Complex Co-Owners) of the Said Block | • Electrical ducts, Communication & PHE ducts |
| • Water reservoirs/tanks of the Said Block | • External walls of the Said Block |
| • Water-features, if any | • Shafts of the Said Block |
| • Gatehouse | • Drainage and sewage pipeline and STP |
| • CCTV Surveillance for Common area | • Manholes and pits |
| • Driveways and walkways | • Badminton Court |
| • AC Games Room | • AC Community Hall |
| • AC Gymnasium | • Children's Play Area |
| • Swimming Pool | • Landscaped areas (soft and hard) |

SCHEDULE 'D'
(Covenants)

The Allottee/s/Buyer/s covenants with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottee/s/Buyer/s:** The Allottee/s/Buyer/s is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee/s/Buyer/s and the negative covenants mentioned in this conveyance and the Allottee/s/Buyer/s hereby accepts the same and shall not raise any objection with regard thereto.

2. **Allottee/s/Buyer/s Aware of and Satisfied with Common Areas:** The Allottee/s/Buyer/s, upon full satisfaction and with complete knowledge of the Common Areas and all other ancillary matters, is entering into this conveyance. The Allottee/s/Buyer/s has examined and is acquainted with the Said Complex and has agreed that the Allottee/s/Buyer/s shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Project Property **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 **(3)** the Allottee/s/Buyer/s shall be bound to pay the Common Expenses to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee/s/Buyer/s but required to render accounts to the Association and it shall be deemed that the Facility Manager is rendering the services to the Allottee/s/Buyer/s for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and (6)** the Facility Manager may be replaced by consent of 75% (seventy five percent) or more of the Allottee/s/Buyer/ss of the Said Complex.

4. **Allottee/s/Buyer/s to Mutate and Pay Rates & Taxes:** The Allottee/s/Buyer/s shall **(1)** pay the Municipal 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/s/Buyer/s, on the basis of the bills to be raised by the Promoter/the Association, such bills being conclusive proof of the liability of the

Allottee/s/Buyer/s in respect thereof **and (2)** have mutation completed at the earliest. The Allottee/s/Buyer/s further admits and accepts that the Allottee/s/Buyer/s shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association.

5. **Allottee/s/Buyer/s to Pay Common Expenses:** The Allottee/s/Buyer/s shall pay the Common Expenses, on the basis of the bills to be raised by the Promoter /the Facility Manager/the Association, such bills being conclusive proof of the liability of the Allottee/s/Buyer/s in respect thereof. The Allottee/s/Buyer/s further admits and accepts that **(1)** the Allottee/s/Buyer/s shall not claim any deduction or abatement in the bills relating to Common Expenses and **(2)** the Common Expenses shall be subject to variation from time to time, at the sole discretion of the Promoter /the Facility Manager/the Association.

6. **Allottee/s/Buyer/s to Participate in Formation of Association:** The Allottee/s/Buyer/s admits and accepts that the Allottee/s/Buyer/s and other intending Allottee/s/Buyer/ss of apartments in the Said Complex shall form the Association and the Allottee/s/Buyer/s shall become a member thereof. The Allottee/s/Buyer/s shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee/s/Buyer/s shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, 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.

7. **Obligations of Allottee/s/Buyer/s:** The Allottee/s/Buyer/s shall:
 - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project and the Said Complex by the Promoter/the Facility Manager/the Association.

 - (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association for the beneficial common enjoyment of the Said Building, the Real Estate 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 and the Common Areas 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/s/Buyer/s 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 Property, and outside

walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee/s/Buyer/s.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee/s/Buyer/s use or allow 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/s/Buyer/s makes any alterations/changes, the Allottee/s/Buyer/s 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/s/Buyer/s 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/s/Buyer/s shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee/s/Buyer/s shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee/s/Buyer/s on the inner side of the doors and windows of the Said Apartment. The Allottee/s/Buyer/s 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/s/Buyer/s 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/s/Buyer/s shall install the out-door unit of the same either inside the Allottee/s/Buyer/s'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/s/Buyer/s shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee/s/Buyer/s 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 Deed of Conveyance.
- (j) **Trade Mark Restriction:** not to use the name/mark “*StarOm Millenia*” in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottee/s/Buyer/s does so, the Allottee/s/Buyer/s shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark “*StarOm Millenia*”.
- (k) **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.
- (l) **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.
- (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 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, 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/s/Buyer/s 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/s/Buyer/s and/or family members, invitees or servants of the Allottee/s/Buyer/s, the Allottee/s/Buyer/s shall compensate for the same.
- (x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (y) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed in the Common Areas, as per statutory requirements. The Allottee/s/Buyer/s hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Common Areas and consequently all fire extinguisher pipe line/fire sprinklers installed in the Common Areas shall always remain exposed and the Allottee/s/Buyer/s shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee/s/Buyer/s hereby confirms that the Allottee/s/Buyer/s shall not violate any terms of the statutory requirements/fire norms.

8.1.1 **Notification Regarding Letting/Transfer:** If the Allottee/s/Buyer/s lets out or sells the Said Apartment And Appurtenances, the Allottee/s/Buyer/s shall immediately notify the Facility Manager/the Association of the tenant's/ Allottee/s/Buyer/s s address and telephone number.

- 8.1.2 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottee/s/Buyer/s shall not have any right in the other portions of the Project Property/ the Said Complex and the Allottee/s/Buyer/s 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 Property/ the Said Complex.
- 8.1.3 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Owners and the Promoter with right of exclusive transfer and the Allottee/s/Buyer/s specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Owners and Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee/s/Buyer/s specifically agrees not to do any act which prevents or hinders 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 Block/Building.
- 8.1.4 **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 Property 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.

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 Block/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) 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 Portions and the Specified Facilities, 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 Portions and the Specified Facilities 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 Allottee/s/Buyer/s.
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.

16. Execution and Delivery

16.1 **In Witness Whereof** the Parties have executed and delivered this Transfer on the date mentioned above.

Authorized Signatory
[Owners]

Authorized Signatory
[Promoter]

[Allottee/s/Buyer/s]

Drafted by:

Advocate,
High Court, Calcutta

Witnesses:

Signature_____ Signature_____

Name_____ Name_____

Father's Name _____ Father's Name _____

Address_____ Address_____

Receipt of Consideration

Received from the within named Allotte/Buyer the within mentioned sum of Rs. _____/-(**Rupees** _____) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

Authorized Signatory
[Owners]

Authorized Signatory
[Promoter]

Witnesses:

Signature_____

Signature_____

Name :

Name :