

This conveyance deed ("**Deed**") executed on this day____of _____, [.]

BY AND BETWEEN

M/s. Shew Projects LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having **LLPIN: AAA - 0680**, and **PAN: ABSFS2450H**) having its registered office at 52A, Shakespeare Sarani, Unit No. 405, Chandan Niketan Building, Kolkata-700 017, which is part of Zion Realty Group, represented by its authorized partner Mr. [.] (**Aadhaar No.** [.] and **PAN:** [.]), son of [.] authorized *vide* [.] residing at [.] hereinafter referred to as "**Developer**" (which expression shall, wherever the context permits, include its successors in interests and assigns including those of the respective partners) of the **FIRST PART**

AND

(1) **Nabhoj Mercantile Private Limited**, having CIN [U52190WB2011PTC158002] and PAN AADCN8419Q, (2) **Collate Conclave Private Limited**, having CIN [U45400WB2012PTC179451] and PAN AAEC9696D, (3) **Vetali Vintrade Private Limited**, having CIN [U51909WB2012PTC179778] and PAN AAECV1672J, (4) **Naidhura Vyapaar Private Limited**, having CIN [U51909WB2012PTC180133] and PAN AAECN1097R, (5) **Angarik Conclave Private Limited**, having CIN [U45400WB2012PTC179380] and PAN AAKCA9033G, and (6) **Ashtek Dealcom Private Limited**, having CIN [U52190WB2012PTC179328] and PAN AAKCA9032H, all companies incorporated under the provisions of the Companies Act, 1956 having its registered offices at [·], all represented by their Director Mr. [·], son of Mr [·] having PAN No. [·] Authorised vide board resolution dated [·] hereinafter collectively referred to as the "**Owners**", (which expression shall unless repugnant to the subject or context thereof be deemed to include their successors and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

[·], having CIN [·] and PAN [·], company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [·], represented by its authorized signatory [·], (Aadhaar No. [·]) duly authorized vide board resolution dated [·], hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the Purchaser is a Partnership/Limited Liability Partnership]

[·], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008, having PAN [·]/LLPIN [·] having its principal place of business at [·], represented by its authorized partner [·], authorized vide PAN [·], hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr./Ms. [·], son/daughter/wife of [·], having PAN [·] and Aadhaar No. [·], residing at [·], hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr./Ms. [·], having Aadhaar No. [·] an PAN [·], son of [·], aged about [·] for self and as the Karta of the Hindu Joint Mitakshara Family known as [·] HUF, having its place of business/residence at [·], PAN [·], hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assigns).

The Developer, Owners and the Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”. The Developer and the Owners are collectively referred to as “Transferors”)

WHEREAS

- A. Nabhoj Mercantile Private Limited had purchased pieces and parcels of land admeasuring 10.2681 decimals comprised in Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat and Police Station Rajarhat, District North 24 Parganas from various individuals by way of three separate deeds of conveyance having following details:

SI No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1	August 14, 2014	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 15, Pages 3795 to 3814, Deed No. 9453 of 2014	6.0008	L.R. Dag No. 809(P), L.R. Khatian Nos. 1081, 1461 and 116
2	January 18, 2016	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 1523, Pages 24643 to 24677, Deed No. 152300468 of 2016	3.2673	L.R. Dag Nos. 806(P) and 807(P), L.R. Khatian Nos. 1369/1 and 767
3	January 18, 2016	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 1523, Pages 24494 to 24524, Deed No. 152300442 of 2016	1	L.R. Dag No. 809(P) L.R. Khatian Nos. 1018 and 116
		Total	10.2681	

- B. Collate Conclave Private Limited, Vetali Vintrade Private Limited, Naidhura Vyapaar Private Limited, Angarik Conclave Private Limited and Ashtek Dealcom Private Limited collectively purchased pieces and parcels of land admeasuring 58.3822 decimals comprised in Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat and Police Station Rajarhat, District North 24 Parganas from various individuals by way of two separate deeds of conveyance having following details:

SI No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1	April 26, 2013	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 7, Pages 8130 to 8148, Deed No. 4802 of 2013	6.2222	L.R. Dag No. 811(P), L.R. Khatian Nos. 421 and 1921

2	June 4, 2013	Office of the A.D.S.R, Rajarhat, registered in Book No. I, CD Volume No. 10, Pages 2375 to 2417, Deed No. 6774 of 2013	52.16	L.R. Dag Nos. 808(P) and 810(F), L.R. Khatian Nos. 111, 1939, 2230, 2231, 2232, 2233, 2234 and 2235
		Total	58.3822	

- C. In the abovementioned manner, the Owners have become the legal and beneficial owners of the freehold undeveloped land admeasuring about 68.6503 decimals equivalent to around 42 Cottahs comprised in L.R. Dag Nos. 806 (P), 807 (P), 808 (P), 809 (P), 810 (F), 811 (P), Mouza-Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat, Police Station Rajarhat (now New Town), District North 24 Parganas, which is more fully described in the **Schedule A** hereunder written (hereinafter referred to as the "**Project Land**") and demarcated in colour **Red** in the Plan A annexed hereto.
- D. The Owners intended to develop the Project Land by setting up a serviced apartment project thereat and approached the Developer, for development of the said proposed project on the Project Land.
- E. Based on the representations and warranties of the Owners, believing the same to be true and correct, and acting on the basis thereof, the Developer has entered into a development agreement dated 6th August, 2017 and registered in the Office of Additional District Sub-Registrar Rajarhat having Deed No. I - 152310735 ("**Development Agreement**"), whereby the Owners have granted in favour of the Developer exclusive development rights in respect of the Project Land and has handed over to the Developer legal and physical peaceful possession and enjoyment of the Project Land.
- F. The Developer being desirous of constructing a building (as defined hereinafter) on the Project Land comprising of exclusively [•] () or thereabout self-contained units or thereabout (which are to be operated and managed as serviced apartments/hotel suites upon completion of the construction thereof), having total built up area of around 58061(fifty eight thousand sixty one) sq. ft. ("**Building**") together with 20 (twenty) car parking spaces on the ground floor of the Building and common areas, amenities and facilities as specified in **Schedule C** of this Deed ("**Project**"), had applied for sanction of the building plans for the Project and has received sanction of the said building plans for the Project from North 24 Parganas Zilla Parishad and Rajarhat Panchayat Samity vide Sanction Plan No. 133/NZP dated 6th July, 2017 ("**Plans**");
- G. Upon receiving sanction of the Plans for the Project, the Developer has registered the Project with the West Bengal Housing Industry Regulatory Authority ("**Authority**") vide registration certificate dated [•] bearing No. [•] in relation to the Project ("**Registration Certificate**"), in terms of the provisions of the West Bengal Housing Industry Regulation Act, 2017 ("**WBHIRA**");
- H. The Purchaser had approached the Developer and the Owners to purchase the Unit And Appurtenances (as defined hereinafter), comprised in the Building and the Purchaser had entered into an agreement dated [•] ("**Agreement**") with the Developer and the Owners whereby the Developer and the Owners have agreed to sell, convey and transfer to the Purchaser the Unit and Appurtenances comprised in the Building;
- I. Subsequently, the Developer has completed the construction of the Unit (as defined hereinafter) and has obtained occupancy certificate in respect thereof;

- J. The Purchaser has, prior to the date hereof, examined the copy of the Registration Certificate and has caused the said Registration Certificate to be examined in detail by his/her/its advocates and architectural consultants. The Purchaser has also examined all the documents and information uploaded by the Developer on the website of the West Bengal Housing Industry Regulatory Authority as required under the provisions of WBHIRA and the rules and regulations framed thereunder and has understood the documents and information in all respect;
- K. The Purchaser hereby represents and confirms that he/she/it has inspected all documents pertaining to the Project Land and the Project and has fully satisfied himself/herself/itself in all respects, with regard to the right, title and interest of the Developer and the Owners in the Project and the Project Land and their right to convey the Unit And Appurtenances to the Purchaser;
- L. The Purchaser has also accepted, confirmed and acknowledged that upon completion of the construction of the Unit and on and from the Date of Possession (as defined hereinafter) thereof, the same shall be operated and managed by M/s. Starlit Suites as a serviced apartment/hotel suite in terms of the Rental Management Agreement (as defined hereinafter) and the Purchaser shall not be entitled to use the Unit for residential or any other purposes other than as a serviced apartment/hotel suite; and
- M. Relying on the aforesaid confirmations, representations and covenants as well as assurances on the part of the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, rules, regulations, notifications etc., applicable to the Project or otherwise, the Developer and the Owners are completing the sale of the Unit And Appurtenances in favour of the Purchaser, by these presents.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definition

In this Deed unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the meanings assigned to them as under:

"Agreement" means the agreement [•] specified in Recital H above, including all the Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the execution thereof;

"Applicable Law(s)" or shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, by-law, approval from the concerned authority, government resolution or any other similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

"Authority" shall have the meaning ascribed to it in Recital H of this Deed;

"Building" shall have the meaning ascribed to it in Recital F;

"Built Up Area" shall, in relation to the Unit mean the net usable floor area of the Unit, including the thickness of the external walls with the walls common with common areas shall be considered in full and walls common with other units shall be considered as half and shall include balconies or verandahs;

"Carpet Area" shall, in relation to the Unit, mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;

"Chargeable Area" shall, in relation to the Unit, mean the Built Up Area of the said Unit together with the proportionate Share In the Common Portions;

"Date of Possession" shall have the meaning ascribed to it in Clause 5.3 of this Deed;

"Deed" means this deed of conveyance executed between the Purchaser, Developer and Owners whereby the Developer and the Owners selling, transferring and conveying the Unit And Appurtenances together in favour of the Purchaser;

"Developer" shall mean M/s. Shew Projects LLP;

"Development Agreement" shall have the meaning ascribed to it in Recital E of this Deed;

"Effective Date" shall mean the date of execution of this Deed;

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Owners' obligations by any means, including breach or non-performance under any approval or consent from any authority;

"Furniture & Fixtures Agreement" means the agreement dated [•] executed between the Purchaser and M/s. Starlit Suites for provision of furniture, fixtures and equipment in the Unit as per the terms and conditions specified therein;

"Land Share" shall mean undivided, variable, impartible, proportionate share in the Project Land, as be attributable to the Unit. The Land Share is/shall be derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building;

"Person" means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or government authority or agency or any other legal entity that may be treated as a person under Applicable Law;

"**Project**" shall have the meaning ascribed to it in Recital F of this Deed;

"**Project Land**" shall have the meaning ascribed to it in Recital C and **Schedule A** of this Deed;

"**Registration Certificate**" shall have the meaning ascribed to it in Recital G of this Deed;

"**Rental Management Agreement**" means the agreement dated [•] entered into between M/s. Starlit Suites LLP and the Purchaser, whereby the Purchaser shall authorize M/s. Starlit Suites LLP by way of a lease or license to manage and operate the Unit as per the terms and conditions specified therein;

"**Rs.**" or "**Rupee**" or "**Rupees**" shall mean the currency of the Republic of India;

"**Schedule**" shall mean a schedule to this Deed;

"**Share In The Common Portions**" shall mean undivided, variable, impartible, proportionate share in the common areas, amenities and facilities of the Building, the said common area, amenities and facilities being described in the **Schedule C** below (collectively "**Common Portions**"). The Share In The Common Portions shall be derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.

"**Third Party**" shall mean and refer to a Person who is not a party to this Deed;

"**Unit**" shall mean [•], on the [•] side of the [•] floor, described in **Schedule B** below and demarcated in colour **Green** on Plan **B** attached, comprised in the Building constructed on the Project Land, described in the **Schedule A** below and demarcated in colour **Green** on Plan **B** attached; and

"**Unit And Appurtenances**" shall mean collectively the Unit, Land Share, and Share In The Common Portions.

"**WBHIRA**" shall have the meaning ascribed to it in Recital G of this Deed;

1.2 Other Terms

Other terms may be defined elsewhere in the text of this Deed and, unless otherwise indicated, shall have such meaning throughout this Deed.

1.3 Interpretations

1.3.1 Unless there is something in the subject or context inconsistent therewith:

- (a) any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
- (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;

- (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Deed;
 - (d) the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
 - (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 1.3.2 The heading and bold typeface appearing in this Deed are for reference only and shall not affect the construction thereof;
- 1.3.3 Reference to any agreement, contract, deed or document shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or any thing supplemental to it;
- 1.3.4 Each of the representations and warranties provided in this Deed is independent of other representations and warranties in this Deed and unless the contrary is expressly stated, no clause in this Deed limits the extent or application of another clause;
- 1.3.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and
- 1.3.6 Any Schedule or appendix to this Deed shall take effect as if set out in this Deed and references to this Deed shall include its Schedules and appendices.

2. TERMS OF TRANSFER

- 2.1 The Owners confirm, accept and assure the Purchaser that the Owners are the lawful owners of the Project Land free from all Encumbrances whatsoever and have marketable and saleable right, title and interest in the Project Land.
- 2.2 The Owners and the Developer jointly confirm, accept and assure that the Owners and the Developer have marketable and saleable right, title and interest in the Building.
- 2.3 The Purchaser confirms, accepts and assures the Owners and the Developer that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Owners and the Developer in the Project Land and the Building respectively, the Plans, the Registration Certificate, all the background papers recited in the Recital of this Deed hereto and the rights of the Owners and the Developer to enter into this Deed and shall not raise any objection with regard thereto.
- 2.4 The Purchaser confirms, accepts and assures the Owners and the Developer that the Purchaser has examined or caused to be examined (a) the construction and completion of the Building, the Common Portions and the Unit And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof and (b) measurement of the Built Up Area/Carpet Area of the Unit and the Purchaser is fully satisfied about the

same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so.

- 2.5 The Owners and the Developer have agreed to sell the Unit And Appurtenances to the Purchaser, on the terms and conditions contained in the Agreement and this Deed and such sale is being effected by the Owners and the Developer conveying the Unit And Appurtenances, to the Purchaser in the manner mentioned in Clause 3 below.
- 2.6 The Purchaser confirms, accepts and assures the Owners and the Developer that notwithstanding anything contained in the Agreement and this Deed, it is clearly understood by the Purchaser that the right, title and interest of the Purchaser is confined only to the Unit And Appurtenances and the Owners and/or the Developer are entitled to sell and/or dispose off all other portions of the Project Land and the Building to any Third Party at the sole discretion of the Owners and/or the Developer, to which the Purchaser under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.
- 2.7 The Purchaser confirms, accepts and assures the Owners and the Developer that notwithstanding anything contained in the Agreement and this Deed, Simultaneously with the execution of this Deed, Purchaser shall handover the possession of the Unit in favour of M/s. Starlit Suites LLP authorizing the said M/s. Starlit Suites LLP to manage and operate the Unit as a serviced apartment/hotel suite as per the terms and conditions specified in the Rental Management Agreement.
- 2.8 The covenants of the Purchaser ("**Purchaser's Covenants**"), the covenants of the **Owners and the Developer** (collectively "**Transferors' Covenants**") as mentioned in the **Schedule D** below shall perpetually run with the Project Land and the Building. The Parties agree, accept and confirm that the Purchaser's Covenants and Transferors' Covenants (collectively "**Covenants**") shall bind them and their successors-in-title or interest and this Deed is based on the undertaking that the Purchaser's Covenants and Transferors' Covenants shall be strictly performed by the Purchaser, the Owners and the Developer, respectively.
- 2.9 The sell, transfer and conveyance of the Unit And Appurtenances being affected by this Deed is subject to:
- 2.9.1 Purchaser regularly and punctually paying proportionate maintenance charges to M/s. Starlit Suites LLP towards the costs and expenses for maintenance and upkeep of the Unit, Common Portions and the Building;
- 2.9.2 Purchaser observing, performing and accepting the Purchaser's Covenants, described in the **Schedule D** below; and
- 2.9.3 Indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder.

3. DEMISE

- 3.1 The Owners and the Developer hereby sell, convey and transfer to and unto the Purchaser, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the Unit And Appurtenances described in **Part I** of the **Schedule B** below, in the manner below.

3.2 At the request of the Developer, the Owners, are hereby selling, conveying and transferring to the Purchaser the Land Share i.e. an undivided, variable, impartible, proportionate share in the Project Land described in **Schedule A** below, as be attributable to the Unit which has been derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building.

3.3 The Developer is hereby selling, conveying and transferring to the Purchaser:

3.3.1 The Unit, described in Part I of the **Schedule B** below; and

3.3.2 Share In The Common Portions, i.e. an undivided, variable, impartible, proportionate share in the Common Portions described in the **Schedule C** below which has been derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.

4. AGREED CONSIDERATION

4.1 **Amount:** The aforesaid transfer of the Said Unit And Appurtenances is being made in consideration of a sum of **Rs. [●] (Rupees [●])** ("**Agreed Consideration**"), which includes (1) the consideration (pecuniary as well as area) received by the Owners through the Developer towards price of the Land Share and (2) the consideration received by the Developer towards price of the Said Unit and Share In The Common Portions, and the Owners and the Developer hereby and by the Receipt and Memo below, admit and acknowledge the same. The Agreed Consideration above includes the Goods and Services Tax (GST), as applicable on the date of execution of this Deed, only. Any additional taxes applicable on the sale, transfer and conveyance of the Unit And Appurtenances in favour of the Purchaser shall be borne and payable by the Purchaser.

4.2 **Stamp Duty and Registration Costs:** Stamp duty, registration fees, charges and miscellaneous expenses for this Deed and all other documents to be executed in pursuance hereof, shall be paid within 7 (seven) days of demand being made by the Developer in writing, in this regard. Such costs will be billed at actual.

5. CONSTRUCTION, POSSESSION AND COMPLETION OF SALE

5.1 The Developer has constructed, completed and made habitable the Unit and the Common Portions according to the specifications mentioned in **Schedule E** below and has obtained occupancy certificate from the concerned authority in respect of the entire Project.

5.2 After obtaining occupancy certificate from the concerned authority in respect of the entire Project, the Developer has vide its letter dated [●] given notice to the Purchaser to take possession of the Unit and upon receiving the said notice the Purchaser has taken possession of the Unit And Appurtenances on [●] ("**Date of Possession**"), after payment of the balance amount of the Agreed Consideration, as indicated in the Part II of Schedule B of the Agreement.

5.3 On the Date of Possession, the Purchaser is and shall be deemed to be completely satisfied with all aspects of the Unit And Appurtenances, including the measurement of the Unit And Appurtenances.

- 5.4 The Developer shall be liable to pay all outgoings in relation to the Project till the Date of Possession (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other Encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer fails to pay all or any of the outgoings or any liability, mortgage loan and interest thereon before transferring the Unit And Appurtenances to the Purchaser, the Developer agrees to be liable, even after the transfer of the Unit And Appurtenances, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. From the Date of Possession, all outgoings in respect of the Unit And Appurtenances, including proportionate share of the common expenses/maintenance charges as may be specified in the Rental Management Agreement, shall become payable by the Purchaser.
- 5.5 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 Developer as per this Deed relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the Date of Possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days of being brought to notice of the same, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under WBHIRA.

6. INDEMNITY

- 6.1 The Purchaser indemnifies and agrees to keep the Transferors saved, harmless and indemnified of, from and against any loss or damages the Transferors may suffer as a result of non-payment, non-observance or non-performance by the Purchaser of the Purchaser's Covenants and/or any of the terms contained in this Deed.
- 6.2 The Transferors indemnify and agree to keep the Purchaser saved, harmless and indemnified of, from and against any loss or damages the Purchaser may suffer as a result of non-observance or non-performance of the Owners' Covenants and Developer's Covenants and/or any of the terms contained in this Deed.

7. MAINTENANCE OF THE PROJECT

In order to provide necessary maintenance services, the Developer shall, on and from the Date of Possession, hand over the maintenance of the entire Unit And Appurtenances to M/s. Starlit Suites LLP exclusively and M/s. Starlit Suites LLP shall be solely responsible for maintenance of the Unit And Appurtenances as per the terms and conditions of the Rental Management Agreement.

8. MISCELLANEOUS PROVISIONS

- 8.1 Independent Rights: Each of the rights of Parties hereto under instant Deed are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Party.

- 8.2 Variation and Amendment: No variation or amendment of this Deed (including its Schedules and annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 8.3 Notice: Any notice or communication which may be or is required to be given under this Deed shall be addressed to the addressee as given in the title to the instant Deed and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple purchasers, all communications shall be sent by the Transferors to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.
- 8.4 Supercession: This Deed constitutes the entire understanding between Parties as to its subject-matter and supersedes any previous understanding or agreement on such subject-matter between Parties, whether oral or otherwise.
- 8.5 Severability: If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar clauses or provisions, are improper, unenforceable or violative of any Applicable Laws, then this Deed shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Deed shall remain in full force and effect.
- 8.6 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Deed.
- 8.7 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Unit And Appurtenances by this Deed 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,

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Deed shall be governed by and construed in accordance with the laws of India.
- 9.2 High Court at Kolkata shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Deed.

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Schedule A (Project Land)

All that pieces and parcels of undeveloped converted land admeasuring 68.6503 decimals equivalent to around 42 cottahs comprised in L.R. Dag Nos. 806 (P), 807 (P), 808 (P), 809 (P), 810 (F), 811 (P),

Mouza - Chakpanchuria within the jurisdiction of Patharghata Gram Panchayat, Police Station New Town, District North 24 Parganas, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

East by : By Entirety of Dag Nos. 818,820 and balance parts Dag Nos. 807,806 and 809
 West by : By Gram Pamchayat Road and thereafter by boundary of DLF SEZ
 North by : By Balance Part of Dag Nos. 808,806 and 807
 South by : By Balance Part of Dag Nos. 811 and 809

**Schedule B
(Unit AND Appurtenances)**

Unit No. [•] on the [•] side of the [•] floor of the Building commonly known as “**Starlit Suites**”, having Built Up Area, Carpet Area and Chargeable Area as per the details mentioned below, consisting of 1 bed rooms, 1 toilets, 1 kitchen, having the following demarcated in colour **Green** on Plan **B** attached hereto TOGETHER with the Land Share and Share In The Common Portions.

Unit Type	Carpet Area (including balcony) (in Sq. Ft.)	Built Up Area (in Sq. Ft.) (A)	Proportionate Share IN Common Portions (in Sq. Ft.) (B)	Chargeable Area (in Sq. Ft.) (A+B)
Studio	[.]	[.]	[.]	[.]

**Schedule C
(Common Portions)**

- Two separate staircase, landings and passage.
- Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings.
- Two Automatic Lifts with all machineries accessories and equipment (including the lift machine room) and lifts well for installing the same in the building.
- Electrical installations with main switch, electrical panels and accessories and associated spaces required in the building.
- Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the building.
- Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers

common to the Building.

- Ultimate Roof of the building.
- Diesel Generator panel room.
- Fire fighting equipment.

Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Portions of the designated block.

Schedule D (Covenants)

A. Purchaser's Covenants:

1. **Purchaser Aware of and Satisfied with Building and Construction:** The Purchaser admits and accepts that the Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Deed. The Purchaser has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Unit And Appurtenances.
2. **Purchaser to pay Municipal Taxes and Maintenance Charges:** The Purchaser hereby admits and accepts that the Purchaser shall pay municipal taxes for the Unit And Appurtenances), from the Date of Possession until the Unit And Appurtenances is separately mutated in favour of the Purchaser, on the basis of the bills to be raised by the Developer/ M/s. Starlit Suites, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser also admits and accepts that the Purchaser shall have mutation completed at

the earliest. The Purchaser further admits and accepts that the Purchaser shall pay proportionate share of the common expenses/maintenance charges of the Building as indicated in the Rental Management Agreement, on the basis of the bills as raised by M/s. Starlit Suites, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.

3. **No Rights of or Obstruction by Purchaser:** The Purchaser admits and accepts that all open areas in the Project including all open car parking spaces which are not required for ingress and egress from and to the Unit, do not form part of the Common Portions in terms of this Deed and the Transferors shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof. The Purchaser also admits and accepts that the Transferors are entitled to construct further storeys on and above the roof of the top floor of the Building and the Purchaser shall not obstruct or object to the same. The Purchaser admits and accepts that the Transferors and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
4. **Variation of Share on Further Construction:** The Purchaser admits and accepts that in the event of such further construction, the Land Share and the proportionate share of the Unit shall stand altered and/or modified accordingly.
5. **Obligations of the Purchaser:** On and from the Date of Possession, the Purchaser shall:
 - 5.1 Observe the terms and conditions of the Rental Management Agreement and the Furniture & Fixture Agreement and any other rules framed from time to time by M/s. Starlit Suites LLP and M/s. Starlit Suites respectively for the beneficial common enjoyment of the Building and/or the Project.
 - 5.2 Use the Unit only as a serviced apartment in terms of the Rental Management Agreement. Under no circumstances the Purchaser shall use the Unit for any other purpose.
 - 5.3 Not to alter, modify or in any manner change the elevation and exterior colour scheme of the Building and/or the Project Land.
 - 5.4 Not to alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.
 - 5.5 Not to change/alter/modify the name of the Building, which has been given by the Transferors.
 - 5.6 Not to use the Unit 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 Building and/or the Project Land and/or the neighboring properties.
 - 5.7 Not to allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Building and/or the Project Land.
 - 5.8 Not to obstruct the Developer/M/s. Starlit Suites in their acts, relating to the Common Portions and not to obstruct the Developer in constructing the other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Unit).

- 5.9 Notwithstanding anything contained in this Deed, it is clarified that the Purchaser has accepted the scheme of the Developer to construct the Building comprising of exclusively () or thereabout self-contained units including the Unit herein and operation and management of such units by M/s. Starlit Suites LLP as serviced apartments/hotel suites in accordance with terms and conditions of the Rental Management Agreement and hence the Purchaser has no objection to the said scheme. The Purchaser shall not raise any objection to operation and management of the Unit by M/s. Starlit Suites LLP as serviced apartment/hotel suites in terms of the Rental Management Agreement.
- 5.10 Purchaser has handed over the possession of the Unit to M/s. Starlit Suites LLP on and from the Date of Possession and thereafter the said Unit shall be operated and managed by M/s. Starlit Suites LLP as a serviced apartment/hotel suite in terms of the provisions contained in the Rental Management Agreement and the Purchaser shall not raise any objection to the same.
- 5.11 It is further clarified that the Purchaser shall not have any right to raise any dispute or make any claim with regard to the Transferors either constructing or not constructing any portions of the Building and/or the Project Land other than the Unit And Appurtenances. The Purchaser has interest only in and upon the Unit And Appurtenances. However and only upon the Developer constructing the balance portions of the Building, the Purchaser shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Building which may be constructed by the Developer for common use and enjoyment of all the unit owners of the Building. The rights and obligations of the Purchaser with regard to the user of the said Common Portions which are common shall be such as may be framed by M/s. Starlit Suites LLP and laid down in the Rental Management Agreement.
- B. Transferors' Covenants:**
1. **Completion of Transfer:** The transfer shall be completed by the Transferors executing and registering necessary conveyance in favour of the Purchaser.
 2. **Documentation for Loan:** The Transferors shall provide to the Purchaser all required documents relating to the Project Land so that the Purchaser may get home loan from banks and financial institutions.

**Schedule E
(Specifications)**

(Manner of construction of the Unit)

- Flooring : Vitrified Tiles and/or wooden flooring in the building.
- Walls : Plaster of Paris finish.
- Kitchenette : Granite counter and ceramic tiles 2' above the counter and stainless steel sink.

- Bathrooms : Ceramic Tiles flooring, Walling of Ceramic Tiles upto door height
- Doors : Flush Doors (main door with lock of reputed make)
- Windows : Aluminium/UPVC glazed windows
- Electrical : Concealed multi-strand wiring in PVC conduits with modular switches of reputed make. AC plug points in all units, Provision (PVC conduits) for CableTV, Broadband Internet and Telephone
- Plumbing : Concealed pipes, White ceramic sanitary wares in toilet And C.P. fittings of reputed make.

IN WITNESS WHEREOF, the Parties have caused this Deed to be duly executed on the date and year first hereinabove written at Kolkata.

SIGNED AND DELIVERED by the **Owners** in the presence of:

Signature:

Name:

For **Nabhoj Mercantile Private Limited**

Authorised Signatory/Director

For **Collate Conclave Private Limited**

Authorised Signatory/Director

For **Vetali Vintrade Private Limited**

Authorised Signatory/Director

For **Naidhura Vyapaar Private Limited**

Authorised Signatory/Director

For **Angarik Conclave Private Limited**

Authorised Signatory/Director

For **Ashtek Dealcom Private Limited**

Authorised Signatory/Director

SIGNED AND DELIVERED by the **Developer** in the presence of:

Signature:

Name:

For **M/s. Shew Projects LLP**

Designated Partner

SIGNED AND DELIVERED by the **Purchaser** in the presence of:

Signature:

Name:

Received from the within named Purchaser the said sum of **Rs. [•] (Rupees [•] Only)** towards full and final payment of the Agreed Consideration of the Unit And Appurtenances i.e. towards the Unit, Land Share and Share In The Common Portions, in the manner as follows:

MEMO OF CONSIDERATION

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (in Rs.)
			Total	

For **M/s. Shew Projects LLP**

Designated Partner