

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** executed on this ..... day of \_\_\_\_\_ Two  
Thousand Nineteen

**BY AND AMONGST**

**VEER BALAJI INFRABUILD PRIVATE LIMITED** incorporated under The Companies Act. 2013, registered office at P 141, Sahapur Colony, Block 'J', New Alipore, Kolkata 700053 having Corporate Identity Number (CIN): U45400WB2010PTC144624(2009-2010) with PAN: AADCV2545D hereinafter called and referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included its successor, successors-in-interest and permitted assigns) represented by **SRI ADITYA DALMIA** as constituted attorney of the Promoter vide **Development Agreement (?) / Development Power of Attorney**, registered with the District Sub-Registrar-II, Alipore, in Book No. IV, CD Volume No.1602 Pages 276909 to 276942 being No. 160209373 for the year 2017 of the **FIRST PART**.

**A N D**

**1) SRI JAGDISH KUMAR KHEMKA**, son of Late Om Prakash Khemka having PAN AFOPK1261Q, **2) SRI SUDARSHAN KHEMKA**, son of Sri Jagdish Kumar Khemka, having PAN ANLPK0806A, both by faith Hindu, by occupation Business, residing at 117, Block-F, New Alipore, Kolkata-700053, **3) SRI RAM PRAKASH DALMIA**, son of Late Dwarka Das Dalmia having PAN ACUPA0205H, **4) SRI ADITYA DALMIA**, son of Sri Ram Prakash Dalmia, having PAN AGLPD8450A), both by faith Hindu, by occupation Business, both residing at 11, Ashoka Road, Police Station Alipore, Kolkata - 700 027, **5) SMT SUMAN SEKHSARIA**, wife of Vineet Sekhsaria, having PAN AZZPS4681B, by faith Hindu, by occupation Business residing at 23J, Radha Madhab Dutta Garden Lane, Neermani Building, Kolkata- 700010 hereinafter collectively called and referred to as the **OWNERS/ CONFIRMING PARTY** (which term

or expression shall unless excluded by or repugnant to the context be deemed to mean and included their respective heirs, legal representatives, administrators, executors and assigns) represented by **SRI ADITYA DALMIA** as constituted attorney of the owners No. 1, 3, 4 and 5 vide Development Power of Attorney, registered with the District Sub-Registrar-II, Alipore, in Book No. IV, CD Volume No. 1602 Pages from 279651 to 279681, being No. 160209449 for the year 2017 of the **SECOND PART**.

**A N D**

**Mr.** \_\_\_\_\_ son of Mr. \_\_\_\_\_, having PAN No. \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_ herein after referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included his heirs, executors, successor, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Promoter, Owner(s) and Purchaser shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

**DEFINITIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires –

- a) 'Act' means the West Bengal Housing Industry Regulation Act, 2017;
- b) 'Rule' means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

- c) 'Regulation' means the regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- d) 'Section' means the section of the West Bengal Housing Industry Regulation Act, 2017;
- e) 'Association' shall mean any association under the West Bengal Apartment Ownership Act, 1972 or a Committee as may be formed by the Promoter for the common purpose having such rules, regulations & restrictions as may be deemed proper and necessary by the Promoter at its absolute discretion;
- f) 'Building' shall mean the multistoried building being constructed and/or completed including all other constructions made on the said Property according to the Plan(s) sanctioned by the Maheshtala Municipality or any other sanctioning authority;
- g) 'Standard Built-up Area' shall mean the plinth area of the apartment to be allotted and shall include, inter alia the area of the covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein along-with the proportionate share of the staircase, lift and lift lobby in the floor on which the Apartment is located. Provided that if any wall, column or pillar being common between two apartments then half of the area under such wall, column or pillar shall be included in each such apartment to be certified by the Architects;
- h) 'Carpet Area' shall mean the net usable floor area of the apartment described in the Second Schedule excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace area but includes area covered by the internal partition walls of the apartment;
- i) 'Car Parking Space' shall mean the space in the portions of the basement or ground floor, whether open or covered, of the buildings in the Project, express or intended to be reserved for parking of medium size motor cars;

- j) 'Common areas, facilities and amenities' shall mean the common parts, portions, areas, facilities and amenities mentioned and described in the Fifth Schedule written hereunder;
- k) 'Common Expenses' shall mean and include all expenses to be incurred for the maintenance, management, upkeep & administration of the Common Areas and Installation and for rendition of service in common to the co-owners and all other expenses for the common purpose to be contributed borne paid and shared by the co-owners;
- l) 'Common Purpose' shall mean and include the purpose of managing, maintaining and up-keeping the Project as a whole in particular the common areas, facilities and amenities rendition of common service in common to the co-owners, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligation for the beneficial use and enjoyment of their respective apartments exclusively and the common areas, facilities and amenities of the Building and Project as a whole;
- m) 'said Plan(s)' shall mean the sanctioned plan of Maheshtala Municipality having Building Plan No. III-B /MM/BLDG/2/117/16-17/SP/BP dated 22/06/2016 for construction of commercial cum residential Project namely Balaji Marigold, comprising multistoried apartment buildings containing independent Commercial, semi-Commercial and Residential Apartment / Units and covered/ open car parking spaces on the said Property and shall include any modification and / or alteration thereto; and
- n) 'Proportionate or Proportionately' according to the context shall mean the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**WHEREAS:**

- A) By a Bengali Kobala dated 8<sup>th</sup> day of Ashwin, 1360 corresponding to the 25<sup>th</sup> day of September, 1953 made between one Smt. Ashalata Dassi therein referred to as the Vendor of the One Part and one Asgar Ali Molla therein referred to as the

Purchaser of the Other Part and registered with the Sub-Registrar Behala, in Book No. I, Volume No. 30, Pages 31 to 33, being No 2024 for the year 1953, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the piece and parcel of land containing an area of 35.5 decimals be the same or a little more or less lying and situate at Mouza Parui, J.L. No. 3, R.S. No. 80, Touzi No. 351, Khatian No. 876/877, Dag Nos. 2592 & 2593 (part), Police Station then Behala, District then 24 Parganas, more fully and described in the Schedule thereunder written (hereinafter referred to as the **said First Plot of Land**).

B) By another Bengali Kobala dated 23<sup>rd</sup> day of Shraban, 1365 corresponding to the 8<sup>th</sup> day of August, 1958 made between one Jitendranath Halder, Ashwini Kumar Halder, Subodh Chandra Halder and Bhoda Bala Halder therein jointly referred to as the Vendors of the One Part and the said Asgar Ali Molla therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Behala, in Book No. I, Volume No. 36, Pages 256 to 258, being No 2867 for the year 1958, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the piece and parcel of land containing an area of 15 decimals be the same or a little more or less lying and situate at Mouza Parui, J.L. No. 3, R.S. No. 80, Touzi No. 351, Khatian No. 877, Dag Nos. 2591, Police Station then Behala, District then 24 Parganas, more fully and described in the Schedule thereunder written (hereinafter referred to as the **said Second Plot of Land**).

C) Being seized and possessed of the said First & Second Plot of Land containing a total area of 50.5 decimals be the same a little more or less (hereinafter collectively referred to as the **said Entire Land**) the said Asgar Ali Molla died on 1<sup>st</sup> May, 1985 leaving behind him surviving his only widow Noor Angrez Bibi and three sons namely Sk. Altaf Ali, Sk Amjad Ali & Sk Ahad Ali and only daughter Sarina Khatoon who upon his death become jointly entitled to the said entire land.

- D) Vide a Deed of Partition dated 10<sup>th</sup> May, 1999 made between the said Noor Angrez Bibi, Sk Amjad Ali, Sk Ahad Ali and Sarina Khatoon therein jointly referred to as the parties of the First Part and the said Sk. Altaf Ali therein referred to as the party of the Second Part had mutually and amicably divided and partitioned amongst themselves, inter alia, the said entire land whereby and whereunder the said Noor Angrez Bibi, Sk Amjad Ali, Sk Ahad Ali and Sarina Khatoon were jointly allotted, to the exclusion of the said Sk. Altaf Ali, All that the piece and parcel of land cobtaining an area of 22 Cottahs 6 Chitaks be the same a little more or less out of the said entire land herein after referred to as the **said land**.
- E) The said land was subsequently included into the limits of the Maheshtala Municipality and Assessed and numbered as Holding Nos. E7-82/391, Biren Roy Road and E7-1/New, Subhayan Park Road.
- F) The said Noor Angrez Bibi, Sk Amjad Ali, Sk Ahad Ali and Sarina Khatoon while jointly seized and possessed mutated their names in respect of the said land in the records of the B.L & L.R.O and Maheshtala Municipality.
- G) The said Noor Angrez Bibi, Sk Amjad Ali, Sk Ahad Ali and Sarina Khatoon had got a plan duly sanctioned by the Maheshtala Municipality having Building Plan No. III-B/MM/2/520/06/SP dated 26<sup>th</sup> July 2006 for construction of residential building on the said land or on the part thereof.
- H) By virtue of the Indenture of Conveyance dated 16<sup>th</sup> August 2010 made between the said Noor Angrez Bibi, Sk Amjad Ali, Sk Ahad Ali and Sarina Khatoon therein jointly referred to as the Vendors of the One Part and Jagdish Kumar Khemka, Sudarshan Khemka, Ram Prakash Dalmia, Aditya Dalmia and Suman Sekhsaria herein referred to as the Owners/Confirming party and therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-II, Alipore, in Book No. I, CD Volume No. 33, Pages 140 to 156, being No 09150 for the year 2010, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Owners/Confirming party herein and the

Purchaser therein **ALL THAT** the piece and parcel of land containing an area of 22 Cottahs 6 Chitaks be the same or a little more or less lying and situate at Holding Nos. E7-82/391, Biren Roy Road and E7-1/New, Subhayan Park Road forming out of Mouza Parui, J.L. No. 3, R.S. No. 80, Touzi No. 351, R.S & L.R. Dag Nos. 2591, 2592 & 2593, Police Station Maheshtala, District then 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY**.

- I) The said Jagdish Kumar Khemka, Sudarshan Khemka, Ram Prakash Dalmia, Aditya Dalmia and Suman Sekhsaria, the Owners/Confirming Party herein, after purchasing mutated their names in respect of the said property in the records of the B.L & L.R.O and Maheshtala Municipality and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property by paying rents and taxes thereto, free from all encumbrances charges liens lispensens acquisitions requisitions attachments trusts of whatsoever nature.
- J) By a development Agreement dated 16<sup>th</sup> day of October, 2017 executed and registered by and between the Owners and the Promoter herein on the terms and conditions as settled in between the parties therein in connection with the said Property. The said agreement for development has been registered in the office of District Sub-Registrar-II, Alipore, and recorded in Book No 1, C.D Volume No.1602 at Pages from 276909 to 276942, Being No.160209373 for the year 2017.
- K) In view of the aforesaid Agreement for Development dated 16<sup>th</sup> October, 2017; the Owners herein executed a Development Power of Attorney dated 18<sup>th</sup> October, 2017 in favor of the Promoter herein. The said Development Power of Attorney has been registered in the office of District Sub-Registrar-II, Alipore, and recorded in Book no IV, C.D Volume No.1602 at Pages from 279651 to 279681, Being No. 160209449 for the year 2017.
- L) In pursuant to the said Development Agreement and Power of Attorney the Promoter has applied for and obtained the sanctioned plan being Building Plan No. III-B /MM/BLDG/2/117/16-17/SP/BP dated 22/06/2016 for construction



of commercial cum residential Project comprising multistoried apartment buildings containing independent Commercial, semi-Commercial and Residential units and covered/ open car parking spaces on the said Property and the said project shall be known as “**BALAJI MARIGOLD**” (Project).

M) Maheshtala Municipality granted the Commencement Certificate to develop the Project vide approval dated ..... bearing registration no. ....

N) The Promoter registered the Project under the provision of the Act with the West Bengal Housing Industry Regulation Authority on ..... under registration no. HIRA/P/SOU/2019/000.....

O) By an Agreement for Sale dated ..... made amongst the Promoter herein therein referred to as the Promoter of the First Part, the Owner herein therein referred to as the Owners of the Second Part and the Purchaser herein therein referred to as the Allottee of the Third Part hereinafter referred to as the said Agreement for Sale, the Promoter and the Owners had agreed to sell and the Purchaser agreed to purchase **ALL THAT** the 2/3 BHK apartment no. ...., having carpet area of ..... square feet and standard built-up area of \_\_\_\_\_ square feet more or less on ..... floor in Block/Tower ..... (Building) TOGETHERWITH pro rata share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the ‘**SAID APARTMENT**’ and more particularly described in the PART I of the **SECOND SCHEDULE** TOGETHER WITH One Garage /Covered Parking no. .... admeasuring ..... square feet more or less on the Basement / Ground floor as permissible under the applicable law and more particularly described in the PART II of the **SECOND SCHEDULE** at and for the consideration therein mentioned and on the terms and conditions appearing in the said Agreement for Sale free from all encumbrances, charges, liens, lispens, acquisitions, requisitions, attachments, trust of whatsoever nature.

The Purchaser agreed that the standard built up area shall include the covered area, inclusive of the columns and walls, the area utilized for common services and facilities which is inclusive of areas under staircases, circulation areas,

walls, lifts, staircases, shafts, passages, corridors, lobbies and portion of the roof which is common etc.

P) In pursuance of and in terms of the said plan(s) and the said Development Agreement the Promoter at its own cost and expenses has completed the Project on the said Property and obtained Occupancy Certificate dated ..... being no. .... from the Maheshtala Municipality.

Q) At or before execution of this Deed, the Purchaser has inspected, investigated and satisfied himself about :- the title of the Owner to the said Property; the said Plan(s); right of the Promoter & Owner to sell and transfer the said Apartment; the carpet area & standard built-up area, common area, facilities & amenities and the location of the open / covered car parking space.

**I NOW THIS INDENTURE WITNESSETH** that in consideration of the said Agreements and in consideration of the sum of Rs...../- (Rupees ..... ) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter & Owners (received through the Promoter) do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser and the said Apartment and the properties benefits and rights appurtenant thereto being hereby conveyed) the Promoter & Owners do hereby grant convey sell transfer release assign and assure **ALL THAT** the 2/3 BHK apartment no. ...., having carpet area of ..... square feet and standard built-up area of ..... square feet more or less on the ..... side on the ..... floor in Block/Tower ..... of the multistoried Building lying, situated at and being & part of the Holding Nos. E7-82/391, Biren Roy Road and E7-1/New, Subhayan Park Road, Kolkata ..... forming out of Mouza Parui, J.L. No. 3, R.S. No. 80, Touzi No. 351, R.S & L.R. Dag Nos. 2591, 2592 & 2593, Police Station Maheshtala, District South 24 Parganas, as more fully shown in the map or plan hereto annexed and thereon bordered RED, TOGETHERWITH pro rata share in the common areas ("Common Areas" as defined under clause (m) of section 2 of the Act) hereinafter referred to as the '**SAID APARTMENT**' and more

particularly described in the PART I of the **SECOND SCHEDULE** TOGETHER WITH One Garage /Covered Parking no. .... admeasuring ..... square feet more or less on the Basement / Ground floor as permissible under the applicable law as more fully shown in the map or plan hereto annexed and thereon bordered BLUE more particularly described in the PART II of the **SECOND SCHEDULE** hereunder written, **TOGETHERWITH** proportionate undivided indivisible impartible share or interest in the land comprised in the said Property / Project attributable to the said Apartment, proportionate undivided indivisible impartible share or interest in the Common Area and Amenities fully mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the said Apartment **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Parts in common with the other co-owners of the said building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **AND All** the estate right title interest property claim and demand whatsoever of the Owners & Promoter into or upon the said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be paid observed performed and fulfilled **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly and the common expenses proportionately and all other outgoings in connection with the said Apartment wholly and the said Property / Project and in particular the Common Parts proportionately **AND ALSO AND ALWAYS SUBJECT TO** the Purchaser paying observing and performing all terms conditions and covenants contained and agreed to be paid observed and performed by it under the said Agreement for Sale, absolutely and forever.

**II THE PROMOTER & THE OWNERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:

- i) Notwithstanding any act, deed, matter or thing whatsoever by the Owners and Promoter done or executed or knowingly suffered to the contrary, the Owners & Promoter are now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the said Apartment hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same.
- ii) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners & Promoter have now good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all that the said Apartment and the Rights and Properties appurtenant thereto hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents.
- iii) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Owner/Promoter in respect of the said Property and/or the Project.
- v) the said Apartment and the Rights and Properties appurtenant thereto hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all encumbrances mortgages charges liens lispens attachments trusts uses debutters tenancies leases occupancy rights restrictions restrictive covenants acquisitions requisitions alignments claims demands and liabilities whatsoever or howsoever made or suffered by the Owners or Promoter any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Owners or Promoter or the Owners' predecessors-in-title.

- vi) The Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.
- vii) The Owners or the Promoter have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title.
- viii) There is no impediment or restriction under any law for the time being in force in the Owners & Promoter selling conveying and transferring the said Apartment unto and in favour of the Purchaser.
- ix) The Owners and Promoter and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Owners, Promoter or the Owners' predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.
- x) The Owners and Promoter shall from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable requests and at the costs and expenses of the Purchaser produce or cause to be produced to the Purchaser or its agent or agents or any person or persons as the Purchaser may direct or appoint or in any suit or proceeding or otherwise the documents-of-title relating to the said Apartment, including those hereinbefore

recited, which have been expressly not delivered by the Owners and or Promoter to the Purchaser, and will permit such documents-of-title to be examined, inspected and given in evidence and will also at the like requests and costs make and furnish such true or attested or otherwise copies of or extracts or abstracts from such documents of title as may be required by the Purchaser and will at all times hereafter keep such documents of title safe unobliterated and uncanceled.

- xi) The Purchaser shall hereafter absolutely hold, possess and enjoy the said Apartment without any claims, interruption or disturbance from the Vendors, Promoter or any person/persons claiming through or under them.
- xii) The Owners and Promoter shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Owners & right of the Promoter to the said Apartment or any part or portion thereof or by reason of any of the representations declarations and assurances made and/or given by the Owners and or the Promoter to the Purchaser being found to be untrue, incorrect, false or misleading.

**III THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APRTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS AND THE PTOMOTER as follows:**

- a) The Purchaser has examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the new building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the said Project and fire safety provisions and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

- b) To abide by such rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the rules and regulation of such Association.
- c) The Purchaser shall not use the said Apartment or permit the same to be used for any purpose other than the purpose for which it is being constructed i.e. Commercial/Semi-Commercial/Residential purpose.
- d) The right of parking motor car is expressly granted and mentioned in the Second Schedule written hereunder and that parking space should be used only for parking of Purchaser's medium sized motor car or two wheeler. The Purchaser shall not park any motor car at any place in the Project including the open space in the project except the area specified/ demarcated / numbered herein.
- e) No to use any part of the common areas of the Project for any undesirable project or such purpose which may cause nuisance or annoyance to the other co-owner(s) / occupier(s).
- f) To use the common parts in common with the other co-owners of the new building and only to the extent required for ingress and to egress from the said Apartment of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the said Property / Project.
- g) No to claim any right whatsoever or howsoever over any other Apartment or portion in the Project save the said Apartment. I is made clear that the Purchaser shall access to the ultimate roof in common with co-owners shall be permissible but not to use the common areas and installation including the ultimate roof of the building for holding any cultural / social / functional programme or for resting of any staff etc. or for other undesirable or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

- h) Not to put any nameplate or letter box or neon sign or board in the common areas or in the outside wall of the Project save a letter box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of the said Apartment. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment excepting air conditioners to be placed in the designated cut out position.
- i) The Purchaser shall not make any additions or alterations to the said Apartment (including internal partition walls etc.) nor to the said Project nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the said building or the said Apartment and also not to decorate or paint or clad the exterior of the said Apartment otherwise than in the manner as be agreed to by the promoter or Association in writing.
- j) Not to commit or permit to commit any alteration or changes in pipes, conducts, cables and other fixtures and fittings serving the other Apartments in the Project.
- k) Not to deposit or throw any dirt or rubbish or waste or spit in the staircase, lobby, landings, pathways, passages or in any other common areas and installation or in any other portion of the Project nor into lavatories, cisterns, water or soil pipes serving the said Project nor allow or permit other co-owner / occupier to do so.
- l) To keep the said Apartment and party walls, sewers, drain pipes, cables, wires, entrance, and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitat of the other Apartment / parts of the Project and not to do or cause to be done anything in or around the said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over bellow or adjacent to the said Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Apartment or the common areas



for the purpose of making, changing or repairing the concealed wiring and piping or otherwise.

- m) Not to let out transfer or part with the possession of the parking space independent of the said Apartment nor vice versa with only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the Parking space independent of the said Apartment to any other co-owner and none else.
- n) Not to carry or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Apartment.
- o) Not to do any act deed or thing whereby the Promoter / Owners are prevented from selling assigning or disposing of the other Apartments, the car parking spaces and other saleable spaces in the said Project.
- p) Not to claim any right over and in respect of any open land at the said Property or in any other open or covered areas of the building and the Project reserved or intended to be reserved by the Promoter for its own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made by the Promoter thereat or on any part thereof.
- q) Maintain at his own cost the said Apartment in the same good condition state and order in which the same be delivered to the Purchaser and shall abide by, observe perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association and shall also abide by all laws, bye-laws, rules, regulation and restriction of the Central and State Government, South 24 Parganas Zilla Parisad, Mahestala Municipality, K.M.D.A, Fire Department, West Bengal Housing Department, WBSEDCL and or any statutory authority and or local body in regard to the use, maintenance and management of the said Apartment, common areas and installation of the said Project as be required to be carried out by the Purchaser, independently or in common with the other co-owners as the case may be without holding the Promoter an any manner liable or responsible therefor and to pay all cost and expenses therefor wholly or proportionately as the case may be and to be answerable and

responsible for deviation or violation of any of their terms or conditions or rules or bye-laws and shall indemnify and keep the Promoter saved, harmless and indemnified from and against all loss damages costs claims demands actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default, negligence on the part of the Purchaser.

- r) As from the date hereof, the Purchaser binds himself to pay regularly and punctually the following amounts and outgoings:
- i) Municipal rates and taxes, surcharge and water tax assessed on the said Apartment directly to the Maheshtala Municipality **Provided That** so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Promoter proportionate share of all such rates and taxes assessed on the said Property / Project;
  - ii) All other impositions, levies, cess, taxes and outgoings (including Multi storied Building Tax, Urban Land Tax, betterment fees, development charges, Sales Tax, Service Tax, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Apartment or on the said Property / Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the said Apartment and proportionately in case the same relates to the said Project, as the case may be;
  - iii) Electricity charges for electricity consumed in or relating to the said Apartment directly to the CESC Limited or other electricity supplying authority and until a separate electric meter is obtained by the Purchaser for the said Apartment the Promoter or the Association as the case may be, shall provide a reasonable quantum of power in the said Apartment from its existing sources and the Purchaser shall pay the electricity charges to the Promoter or to the Association based on the reading shown in sub-meter provided for the said Apartment at the rate at which the Promoter or Association shall be liable to pay the same to CESC;
  - iv) Proportionate share of all common expenses payable to the Promoter or Association from time to time. In particular and without prejudice to the

generality of the foregoing the Purchase shall pay to the Promoter or Association, a minimum of maintenance charges per square feet of the standard built-up area of the said Apartment. The said maintenance charges and the proportionate share of all common expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser;

- v) All penalty surcharge interest cost charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoing proportionately or wholly as the case may be;
- vi) The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the said Apartment shall be done by the Promoter or the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Promoter or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner;
- vii) The Purchaser shall permit the Promoter and the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the new building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state

and condition of the said Apartment and the Purchaser shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association; and

- viii) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or the Association upon its formation within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee or the Association upon its formation leaving its bill for or demanding the same at the above address of the Purchaser, or in the said Apartment or in the letter box in the ground floor earmarked for the said Apartment or any other place earmarked for the purpose thereof in the Project.

**IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO** as follows:

- a) The Parties hereby confirm that that they are executing this Deed of Conveyance with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- b) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, common expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser, the Promoter and upon its formation and taking charge of the acts relating to the common purposes, the Association, shall be entitled to:
- (i) claim interest at the rate of 24% per annum on all the outstanding amounts;

- (ii) to demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Apartment;
  - (iii) discontinue supply of water to the said Apartment;
  - (iv) disconnect electricity in the said Apartment; and
  - (v) withhold and stop all other utilities and facilities (including lift) to the Purchaser and its guests, tenants or licensees and/or the said Apartment.
- c) The properties and rights hereby conveyed unto and in favour of the Purchaser are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition in the land comprised in the said Project towards its proportionate land share appurtenant to the said Apartment. It is further agreed and clarified that any transfer of the said Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall be bound to abide by the rules and regulations framed for the Project and become a member of the Association.
- d) The Purchaser shall apply for and obtain separate assessment of the said Apartment from the Maheshtala Municipality immediately after the registration of this Deed of Conveyance and the Promoter shall sign necessary papers and declarations as may be required for the same. In case the Purchaser fail to have such separation effected, then the promoter shall be at liberty but not obliged to have the same effected as the constituted attorney of and at the costs and expenses of the Purchaser.
- e) After the transfer of all the Apartments in the Project or earlier, as the case may be, the Association of the Co-owners shall be formed and the Purchaser and the other Co-owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Apartment then only one of the such purchaser shall be entitled to have voting right equivalent to one vote. The Purchaser herein shall, along-

with the other Co-owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- f) Until such time the Association is formed and takes charge of the acts relating to the common purposes or until the expiry of three months of a notice in writing given by the Promoter to the Purchaser and the other Co-owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the said Project and in particular the common areas, installations and facilities and look after the common purposes **subject however** to the Purchaser making payment of the proportionate share of maintenance charges and all other charges and expenses in terms hereof.
- g) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the common purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the Co-owners. All references to the Promoter herein with regard to the common purposes shall thenceforth be deemed to be reference to the Association and/or the Co-owners.
- h) Save and except the said Apartment the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment(s) and spaces and constructed areas or car parking space at the Building and in the Project and the Promoter / Owners shall be absolutely entitled to use enjoy transfer sell and/or part with the possession of the same and / or to deal with same in any manner and to any person and on any terms and conditions as the Owner / Promoter may deem fit and proper in their absolute discretion and the Purchaser doth hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect to the said areas and spaces belonging to the Owners / Promoter exclusively.
- i) 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 Purchaser from the date of handing over possession, 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 Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- j) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
  - k) The building / Project shall at all times bear the name as decided by the Promoter. The said name of the new building / Promoter shall be displayed in the outside of the new building / Project at all times forever.
- V** Today, the Promoter and Owners have handed over to the Purchaser vacant and peaceful possession of the said Apartment and the Purchaser has taken over the same.

**FIRST SCHEDULE**

**(SAID PROPERTY)**

**ALL THAT** the piece and parcel of land containing an area of 22 Cottahs 6 Chitaks more or less situate lying at and being the Holding Nos. E7-82/391, Biren Roy Road and E7-1/New, Subhayan Park Road, within the Maheshtala Municipality Ward No 14, Kolkata-700141 comprised in and forming part of L.R Dag No. 2591, 2592 & 2593, L.R. Khatian No. 8086, 8087, 8090, 8091 & 8092, Mouza Parui, J.L. No. 3, R.S. No. 80, Touzi No. 351, Police Station Maheshtala, District South 24-Parganas and butted and bounded as follows:

On the **NORTH** : By house of Gurupada Chakraborty & Bimal Saha;

On the **EAST** : By 16 feet wide Municipal Road & Soham Deep Villa;

On the **SOUTH** : By Biren Roy Road (West);

On the **WEST** : By Niharika Apartment and house of Rasid Ali & Esad Ali.

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



**SECOND SCHEDULE**

**PART - I**

**(SAID APARTMENT)**

**ALL THAT** the 2/3 BHK, residential Unit bearing No. \_\_\_\_ on the \_\_\_\_ floor having Carpet Area of \_\_\_\_ Square Feet and Standard Built-up area of \_\_\_\_ Square Feet more or less **togetherwith exclusive right to use one open terrace (open to sky) measuring about ..... square feet** in a multistoried building in the Project named **BALAJI MARIGOLD** lying and situated at the said Property described in the FIRST SCHEDULE hereinabove **TOGETHERWITH** undivided proportionate variable share or interest in the land comprised in the Project attributable thereto written **TOGETHERWITH** right of user of the common areas and facilities in common with other co-owners of the said building / said Property / said Project and the said Apartment is delineated in the plan annexed hereto duly bordered thereon in colour **RED**.

**PART - II**

**ALL THAT** the One covered Car Parking Space bearing no. .... measuring about ..... Square Feet more or less on the basement / ground floor of Building / Block / Project for parking of one medium size motor car and the car parking space is delineated in the plan annexed hereto duly bordered thereon in colour **BLUE**.

### **THIRD SCHEDULE**

#### **PART - I**

#### **(COMMON AREAS AND FACILITIES)**

1. The entire Land of the said Property.
2. Staircases, Lift(s), lifts shafts, Staircase & Lift Lobbies, Fire escapes, Common entrance & exit of the Building.
3. Top roof, ultimate roof and terrace of the building.
4. Common basements, Terraces, Parks, Play areas, Open parking areas and common storage spaces.
5. Room for darwan/security guard.
6. Room for Community Service / Community service personnel.
7. Installations of central services such as electricity, water & sanitary, system for water conservation and renewable energy.
8. Paths passages and open spaces in the new building other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any other Co-owner of any Apartment / Unit in the building.
9. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lift and pump.
10. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift and separate electric meter/s and meter room in the ground floor of the new building.
11. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connection to different Apartments and all apparatus connected with installations for common use.

12. Underground water reservoir for municipal water with a pull on pumps installed thereat for the new building.
13. Water waste and sewerage evacuation pipes from the Apartments to drains and sewers common to the new building and from the building to the municipal drain.
14. Common Bathroom with W.C. and common toilet in ground floor of the building.
15. Requisite arrangement of intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
16. C.C.T.V.
17. Boundary Walls.

## **PART - II**

### **OTHER FACILITIES & AMENITIES**

- i) Multi Gym & Yoga Corner;
- ii) Kidz Corner;
- iii) Community Hall;
- iv) Common Area with Games Facilities;
- v) Jogging Track;
- vi) Garden; and
- vii) Individual Letter Box.

**N.B.:** To avail of these a few may attract additional cost, apart from common expenses mentioned hereinabove.

**FOURTH SCHEDULE:**

**(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc, of the main structure, gutters and water pipes for all the purpose, drains and electric cables and wires in under or upon the building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Apartment and other saleable space at the said Property / Project main entrance and exit gates, landings and staircases of the said building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the Property / Project, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Property / Project so enjoyed or used by the Purchaser in common as aforesaid.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installation comprised in the common areas and installation (including lift, water, pump, with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well etc) and also the costs of repairing renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purpose (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, liftman, etc) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoing, if any in respect of the Property / Project (save those assessed separately in respect of any Apartment).

5. **INSURANCE** : Insurance premium for insurance of the said building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion ( and other risks, if insured).
6. **COMMON UTILITIES**: Expenses for saving / supply of common facilities and utilities and all charges incidental expenses.
7. All capital and operation expenses of the Association.
8. **RESERVES**: Creation of funds for replacement, renovation and / or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred for the common purpose.

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

**SIGNED SEALED AND DELIVERED** by the within named **OWNERS/CONFIRMING PARTY** named **JAGDISH KUMAR KHEMKA, SUDARSHAN KHEMKA, RAM PRAKASH DALMIA, ADITYA DALMIA** and **SUMAN SEKHSARIA** at **Kolkata** in the presence of

**SIGNED SEALED AND DELIVERED** by the within named **PROMOTER** named **M/S VEER BALAJI INFRABUILD PVT. LTD** at **Kolkata** in the presence of:

**SIGNED SEALED AND DELIVERED** by the within named **PURCHASER** named ..... at **Kolkata** in the presence of:

**Prepared and Drafted by**

**SANJAY BHATTACHARYA**  
Advocate  
High Court Calcutta

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs \_\_\_\_\_ / (**Rupees** \_\_\_\_\_) only being the booking amount as per memo written herein below:

**MEMO OF CONSIDERATION**

<b>Date</b>	<b>D.D. No.</b>	<b>Bank Name and Branch</b>	<b>Amount</b>
		<b>TOTAL :</b>	

(**Rupees** \_\_\_\_\_ **Only**).

In presence of:

WITNESSES:

1.

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Signature of the Promoter

2.