

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE is made this the day of
....., TWO THOUSAND AND**

1. BETWEEN THE PARTIES:

**1.1. OWNERS/VENDORS: (1) SK. RAFIK MOHAMMAD, son of
Late Sk. Naziruddin, (2) SK. SAKIL MAHAMMAD, (3) SK.
SAJID MAHAMMAD, (4) SK. SABIR MAHAMMAD, (5) SK.
BELAL MAHAMMAD, all 2 to 3 are sons of Late Sk. Sairuddin,
all by Faith Muslim, by Occupation Business residing at**

Village- Bahargram, P.O. & P.S.: Panskura, District- Purba Medinipur, Pin: 721152 being represented by their **Constituted Attorney, SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, sole proprietor of **M/S. MIR REALTY**, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152 hereinafter conjointly referred to as the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor and/or successors in office/interest and assigns).

- 1.2. DEVELOPER/CONFIRMING PARTY: SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of **M/S. MIR REALTY**, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, hereinafter referred to as the **DEVELOPER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heir/s , legal representatives , executors, administrators successor or successors in interest and assigns).

1.3. PURCHASER/S:

[If the Purchaser is a company]

....., (CIN no.....) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at.....
(PAN.....), 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 successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at.....,
 (PAN.....), represented by its authorized Partner.....
(Aadhaar no.....) duly authorized vide hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors

and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr./Ms.....(Aadhaar no.....), son/daughter of....., aged about....., residing at.....(PAN.....), hereinafter called 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 an HUF]

Mr.....(Aadhaar no.....), son of....., aged about....., for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at.....(PAN.....), hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the

said HUF, and their respective heirs, executors, administrators, and permitted assigns).

2. DEVOLUTION OF TITLE:

2.1. The Owners, namely, (1) SK. RAFIK MOHAMMAD, son of Late Sk. Naziruddin, (2) SK. SAKIL MAHAMMAD, (3) SK. SAJID MAHAMMAD, (4) SK. SABIR MAHAMMAD, (5) SK. BELAL MAHAMMAD, all 2 to 5 are sons of Late Sk. Sairuddin, all by Faith Muslim, by Occupation Business residing at Village-Bahargram, P.O. & P.S.: Panskura, District- Purba Medinipur, Pin: 721152 are the joint owners of All That 58.50 Dcml. of Land, more or less in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574, LR Khatian No. 779/3 at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R., Panskura, Pin: 721152, hereinafter referred to as 'the Said Premises' and morefully described in **FIRST SCHEDULE** as written hereunder.

2.2. The Predecessor-in-interest of the Owner no. 1, namely Sk. Naziruddin and Predecessor-in-interest of the Owner nos. 2, to 5, namely Sk. Sahiruddin, both since deceased had altogether 58.50 Dcml. of Land in RS. Dag No. 677 and 678 having LR Dag Nos. 527 and 574 respectively under Khatian Nos. 779/3, 949/1, 948/2, 952/1, and 651/1 at Mouza-Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District-

Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 72115;

- 2.3.** Out of the said 58.50 Dcml. of land said Sk. Naziruddin, since deceased had 35.50 Dcml. of land classified as "Agricultural Land" to the tune of 32 Dcml. area and "Bastu Land" to the tune of 3.50 Dcml. of area. Said 32 Dcml. of agricultural land was and is lying and situated RS. Dag No. 677, LR Dag Nos. 527, under Khatian Nos. 779/3 and said 3.50 Dcml. of bastu land was and is lying and situated RS. Dag No. 678, LR Dag Nos. 574, under Khatian Nos. 779/3 at said Mouza-Bahargram;
- 2.4.** The remaining land i.e., 23 Dcml. of Land belonged to said Sk. Sahiruddin being classified as "Agricultural Land" was and is lying and situated RS. Dag No. 677, LR Dag Nos. 527 under Khatian Nos. 949/1, 948/2, 952/1, and 651/ at said Mouza-Bahargram;
- 2.5.** On 02.02.1987 said Sk. Sairuddin, since deceased vide a Registered Deed of Gift being Deed No. 665 for the Year 1987 registered in the office of the then Sub-Registrar, Panskura in Book No. I, Volume No.- 31, Pages 20 to 24 transferred all his right, title and interest in respect of his said 23 Dcml. of Land under Bahargram Mouza in favour of his sons, Sk. Sakil Mahammad, Sk. Sajid Mahammad, Sk. Sabir Mahammad, Sk. Belal mahammad, i.e., the owner no.2 to 5;
- 2.6.** On 14.09.1989 said Sk. Naziruddin, since deceased vide a Registered Deed of Gift being Deed No. 4199 for the Year 1989 registered in the office of the then Sub-Registrar, Panskura in Book No. I, Volume No.- 71, Pages 257 to 262 transferred all his right title and interest in respect of his said 35.50 Dcml. of Land under Bahargram Mouza in favour of his son, Sk. Rafik Mohammad, i.e., the owner no.1;

2.7. Even after having asymmetric quantum of share both the said Sk. Naziruddin and Sk. Sahiruddin during their lifetime jointly possessed and occupied the entirety of said 58.50 Dcml. of Land under Bahargram Mouja. After their demise their successors-in-interest, i.e., the abovenamed owners had also been conjointly possessing and occupying said 58.50 Dcml. of Land, more or less in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and in RS. Dag No. 678, LR Dag No. 574, LR Khatian No. 779/3 at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R., Panskura, Pin: 721152, hereinafter referred to as 'the Said Premises' and morefully described in **FIRST SCHEDULE** as written hereunder;

3. DEVELOPMENT:

- 3.1.** Being desirous of developing the said premises, the owners/vendor herein approached the developer herein to develop a Commercial cum Residential housing complex by constructing multistoried buildings over and at the said premises and on being convinced of such proposal the developer became agreeable to cause development.
- 3.2.** On 14.3.2016 the Vendors//Owners herein entered into a development agreement with the Developer/Promoter, **SYED FIRDOSH ALAM**, son of Syed Abdul Kalam Azad, being the sole proprietor of M/S. MIR REALTY, a Proprietary Concern, having his office at Village- Ranihati, P.O.: Pratappur, P.S.: Panskura, District- Purba Medinipur, Pin: 721152, hereinafter referred to as "the said earlier development agreement", duly registered on 31.05.2016 before the office of the A.D.S.R.O.,

Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46386 to 46424, being Deed No. I-3086 for the 2016;

- 3.3.** In connection with the said earlier development agreement the owners on 31.05.2016 executed and registered a power of attorney, hereinafter referred to as “the said earlier power of attorney” in favour of the said developer/promoter bearing Deed No. 3089 of 2016, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-I, CD Volume No. 1111-2016 Pages from 46453 to 46472 thereby duly authorizing the developer to do all the needful on their behalf for the proposed housing project;
- 3.4.** It has been of-late perceived by the owners and the said developer/promoter that in the said earlier development agreement as well as in the said earlier power of attorney an unforced and/or unintentional error committed as instead of said LR Dag No. 574 it was wrongly recorded as LR Dag No. 528 as and where appeared in the said registered instruments;
- 3.5.** On 14.06.2017 owners and the said developer/promoter executed a Deed of Declaration as to Rectification bearing Deed No. 3148 for the year 2017, duly registered in the office of the A.D.S.R.O., Panskura in Book No.I, CD Volume No. 1111-2007 Pages from 44829 to 44852 thereby correcting the error apparent in the said earlier development agreement. In the said deed of declaration as to rectification it was covenanted that owners shall cancel the said development power of attorney and immediately thereupon execute and register a development power of attorney *de novo* appointing the said developer as their true and lawful attorney to develop the said premises in terms of said development agreement read with said deed of declaration;

- 3.6.** Accordingly on 15.06.2017 the owners herein vide an instrument bearing Deed No. 14 for the year 2017, duly registered in the office of the A.D.S.R.O., Panskura in Book No.-IV, CD Volume No. 1111-2017. Pages from 167 to 184 cancelled the said earlier development power of attorney;
- 3.7.** Due to further inadvertences the developer/promoter and the owners conjointly decided to cancel all the previous covenants executed by and between them. Subsequently on 21.09.2017 the Owners and the Developer/Promoter executed a development agreement afresh bearing Deed No. 05569 for the year 2017, duly registered on 22.09.2017 in the office of the A.D.S.R.O., Panskura in Book No.- I, CD Volume No. 1111-2017 Pages from 85041 to 85103 thereby inter alia cancelling the said earlier development agreement and said deed of declaration as to rectification altogether. In the said development agreement dated 21.09.2017 (hereinafter be referred to as the **“Said Development Agreement”**) which is in force at present the Owners and the Developer/Promoter also covenanted for development of the said premises by constructing multistoried residential cum commercial building/s almost on the same terms and conditions as covenanted under earlier development agreement but with minor modification as depicted thereunder. In terms of relevant clause/s of the present development agreement dated 21.09.2017 the Owners executed a power of attorney *de novo* on 22.09.2017, duly registered on 10.10.2017 in the office of the A.D.S.R.O., Panskura in Book No.- I, CD Volume No. 1111-2017 Pages from 85440 to 85470 being Deed No. 05573 for the year 2017 (hereinafter be referred to as the **“Said Power of Attorney”**) thereby appointing the

Developer/Promoter as their constituted attorney to do the deeds, things acts on their behalf as specified there-under;

- 3.8.** In the said last and final development agreement dated 21.09.2017 it was inter alia agreed that in the proposed building the above-named owners shall get 30 % of available super built-up area and remaining 70% of available super built-up area available area as per building plan to be sanctioned shall belong to the Developer/Promoter. That apart it was also covenanted between the owners that the developer/promoter that the developer/promoter shall complete and/or made ready the building in every respect and handover possession of the owners' allocated floor areas to them within 36 (Thirty-six) months from the date of sanction of proposed Building/s plan and/or from the date of obtaining Commencement Certificate from the competent authority in terms of relevant provision/s of the West Bengal Housing Industry Regulation Act, 2017 read with relevant provisions of the West Bengal Housing Industry Regulation Rule, 2018. It was also covenanted therein that such period shall stand extended for another grace term of six (6) months if project is not completed for any unforeseen of unavoidable reason/s;
- 3.9.** Thereafter by virtue of the said registered power of attorney dated 22.09.2017 the developer on behalf of the owners duly obtained sanctioned building plan or permit bearing Sanction No. PM/BP/2756/17 dated 27.12.2017, hereinafter called the **“Said Plan”** and shall also include subsequent modification done pursuant to revised building plan bearing Sanction No. Dated for the proposed housing project to consists of residential and commercial spaces as well, whereby the Developer/Promoter has become entitled to construct erect and complete new building/s at the Said

Premises consisting of several self-contained flats/apartments/units/shops/office space and also car parking spaces capable of being held and/or enjoyed independent of each other;

- 3.10.** The Developer/Promoter undertakes to obtain the any other ancillary commencement certificate/permit for the proposed housing project from the competent authority, if required in terms of West Bengal Housing Industries Act, 2017 read with ensuing Rules and/or Regulation to be framed thereunder as and when the developer will be permitted to apply for vis-à-vis obtain the same;
- 3.11.** After sanction of sanction of said building plan, the Owners and the Developer/Promoter further on 6th February 2018 entered into a Memorandum of Understanding, hereinafter referred to as “the said MOU” manifesting exact apportionment and demarcation of their respective allocated floor areas pursuant to the present development agreement dated 21.09.2017. In the said development agreement dated 21.09.2017 and the said MOU dated 6th February 2018 as well the Owners undertook that the developer shall get his allocated portion/floor areas in consideration of his developmental work and that was why vide Clause nos. 9, 10, 11, 26 and 28 of the said Development Power of Attorney dated 22.09.2017 the Developer/Promoter shall have the irrevocable right to sell-out his allocated and/or earmarked cum demarcated floor areas or any part/portion thereof in the new building/s to any intending purchaser/s of his choice and preference at the price which he deems fit and for that he on account of his consideration for development work shall also have the right to realize sale-proceeds in his favour upon execution and registration of agreement for sale/s or deed of

conveyance/s, as the case may be and to appropriate the same to exclusively his credit and satisfaction ;

3.12. On the Panskura Municipality having been satisfied on completion of the said housing complex, namely “MIR ELEGANCE” at the said premises granted Completion/Occupancy Certificate bearing No..... dated (herein after referred to as the **CC**) in favour of the owners/vendors.

4. AGREEMENT FOR SALE:

4.1. The purchaser herein on day of, 20.... entered into an Agreement for Sale with the Developer (representing therein himself and the owners/vendors) herein for purchasing ALL THAT the Flat/Unit/Space/Shop bearing No. containing square feet of Carpet area, more or less, built-up area being square feet more or less, lying and situated on the ...th floor in the Block of the said Mir Elegance Complex **TOGETHER WITH** the Sq. Ft. of a covered car parking area for medium sized motor car at the basement/Open Space/Ground Floor of the said complex, altogether morefully described in the **SECOND SCHEDULE** as written hereunder and hereinafter be referred to as “**Said Unit**” out of the Developer’s allocated area in the said Mir Elegance Housing Complex.

5. CONSIDERATION:

5.1. In the said agreement for sale datedth day of, 20.... it was inter alia covenanted between the the developer and the purchaser that consideration for the said unit shall be Rs./- (Rupees Only). In the said agreement the Purchaser also undertook to

pay and honour the Tax/s in the manner whatsoever as applicable and/or chargeable for transfer of said unit in addition to the said consideration.

6. OWNERS/VENDORS' REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:

- 6.1.** THAT the Owners/Vendors herein have all along been absolute owners of the said premises on which the said Mir Elegance Housing Complex constructed consisting amongst other the said unit .
- 6.2.** THAT excepting the Owners/Vendor and the Developer no other person and/or persons has or had any right or claim over and in respect of the said property or any part or portion thereof.
- 6.3.** THAT the Owners/Vendors have a good marketable title in respect of the said unit.
- 6.4.** THAT the said premises vis-à-vis the said unit are absolutely free from all encumbrances', charges, mortgage, loan, liens, lispendens, attachments and trusts whatsoever or howsoever.
- 6.5.** THAT all municipal and/or any other statutory body's rents/ rates/taxes/khajna and any other outgoings payable in respect of the said premises has been paid uptill now by the Owners/Vendor and the Developer. After execution of these presents purchaser shall pay and keep paying only proportionate statutory dues in respect of the said unit.
- 6.6.** THAT no part of the said premises vis-a-vis- said unit have been acquisitioned and/or requisitioned by any Govt./statutory body.
- 6.7.** THAT the Owner/Vendors have never entered into any other agreement like sale, lease, mortgage etc. with any other third party in respect of the said unit.

- 6.8.** THAT the multistoried buildings in the said Mir Elegance Housing Complex were constructed strictly as per the sanctioned building plan as mentioned herein before.
- 6.9.** THAT the Owners/Vendors through the developer shall handover the authenticated photo copies of papers and documents and sanctioned building plan and municipal tax receipts and completion certificate pertaining to the said premises vis-à-vis said unit to the purchaser forthwith upon execution of this deed of conveyance.
- 6.10.** THAT the sale proceeds realized in respect of the said unit shall stand exclusively for the credit, satisfaction and appropriation of the Developer as the demised flat falls under the Developer's allocated floor areas in the said Mir Elegance Housing Complex.

7. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:

- 7.1.** THAT the Developer completed construction of the said multistoried buildings under Mir Elegance Project strictly as per the sanctioned building plan being revised afterwards.
- 7.2.** THAT the Owners/Vendors are lawfully entitled to sell the said Unit in favour of the purchasers through their constituted attorney and the Developer shall exclusively be entitled to realize sale proceeds thereon to its credit, satisfaction, appropriation.
- 7.3.** THAT the Developer already deposited with respective Governments the amount of Service Tax or Goods and Service Tax as collected from the Purchaser together with consideration/sale proceeds.

- 7.4.** THAT the Developer has never entered into any other agreement like sale, lease, mortgage etc. with any other third party in respect of the said unit.
- 7.5.** THAT the Developer shall form within two year from the date of completion of the said housing project One "Association" amongst the owners/purchasers of the units of the said Mir Elegance Housing Complex including the present Purchaser in terms of relevant provisions of the West Bengal Apartment Ownership Act, 1972 read with the West Bengal Apartment Ownership Rules, 1974 and shall prepare Bye-laws for the said Mir Elegance Housing Complex in conformity with the Prescribed West Bengal Apartment Ownership Bye-Laws, 1974.
- 7.6.** THAT if within five (5) years from the possession date there be any defects unearthed in the structure, workmanship or quality of construction, the Developer rectify and/or repair such defects without claiming any charges from the purchasers provided:
- a. In case the defects be such that same cannot be rectified and/or repaired, the Developer shall compensate the Purchasers, the quantum whereof shall be assessed by the architect of the within-named housing project and his decision shall be final and binding upon the parties hereto.
 - b. The Developer shall not remain liable to compensate the purchasers for any defect caused by the purchasers or their men and agents while doing any interior work, changes, modifications in respect of electrical lines, fittings, fixtures, internal plumbing system, doors, windows, alignments, inside walls and columns, internal floors in the said unit or for any defects if the said unit is used by the purchasers for any purpose other than residential.

8. POSSESSION:

8.1. The Purchasers having paid the entire consideration plus Tax and complied with all other agreed terms and conditions contained in the said Agreement for Sale datedth, 20..... vis-à-vis the present Deed doth get and acknowledge possession of the said unit being given before or upon execution of this Deed by the Developer to the Purchasers.

9. SALE AND TRANSFER:

Believing the above-mentioned warranties and representations by the owner/vendor and the developer to be true and on being satisfied upon completion of the Said Unit at Mir Elegance Housing Complex free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and acting on the good faith thereof the Purchaser pay Total Consideration of Rs./- (Rupees Only) plus Tax/s in the manner whatsoever as applicable and/or chargeable for transfer of said unit to what extent same remained due at the time of execution of this deed which the Owners and Developer acknowledge herewith and whereupon the parties hereto doth hereby complete the sale of Said Unit subject to the within-mentioned terms and conditions.

9.1. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

THAT upon payment of TOTAL CONSIDERATION of Rs./- (Rupees Only) plus Service Tax and/or Goods and Tax/s Service Tax at chargeable and/or prescribed rate in the lawful money of the Union of India well and truly paid by the Purchasers to the DEVELOPER which

the DEVELOPER doth hereby and herein duly admit acknowledge and ratify and upon the payment of the same and every part thereof and the OWNERS/VENDORS through their constituted attorney being the sole proprietor of the developing firm doth hereby sale, grant, leave, give devise, assign, acquit, release and discharge ALL THE Said Unit and the proportionate share in the said premises along with proportionate common areas, facilities and amenities, more fully described in the **THIRD SCHEDULE** as written hereunder unto the PURCHASER/S, their executors, administrators, representatives and assigns and everyone of them and also as beneficial owners of the said property doth by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the PURCHASER/S, his/her/their executors, administrators, representatives ALL THAT the Said Unit, more fully mentioned and described in the **SECOND SCHEDULE** as referred hereunder or HOW SO EVER otherwise the Said Unit now or hereto before were or was situate, butted, bounded called, know, numbered, described and distinguished TOGETHER with the boundary walls vis-à-vis fencing walls and other ancient rights, benefits and advantages, liberties, easements, privileges, appendages and appurtenances what so ever to the Said Unit or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust property, claim and demand whatsoever both at law and equity of the OWNERS/VENDORS into and upon the Said Unit or every part thereof AND deeds, settlements, writings and evidences of title which in any wise relate to the demised flat or any part or parcel thereof and which now are in custody, power or

possession of the DEVELOPER, his executors, administrators or representatives or any person from whom the PURCHASER/S doth hereby procure the same without action or in equity to ENTER IN AND HAVE HOLD, OWN, POSSESS AND ENJOY the Said Unit and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with OWNERS/VENDORS' vis-à-vis DEVELOPER'S rights, numbers and appurtenances into and to the use of the PURCHASER/S, his/her/their successor-in-interest, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the OWNERS/VENDORS and the DEVELOPER as well. AND THAT THE PURCHASER/S, his/her/their successor-in-interest, executors, administrators, representatives and assigns shall and may at all times hereafter, peaceably and quietly enter into hold, possess, use, occupy and enjoy the Said Unit and every part thereof and receive rents, issues, premiums and profits thereof, without any hinder and interruption, disturbance, claim or demand whatsoever for or by the OWNERS/VENDORS or the DEVELOPER AND FURTHER THAT the OWNERS/VENDORS and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for it the OWNERS/VENDORS or from or under any of its predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the PURCHASER/S or his/her/their successor-in-interest, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the Said Unit and every part thereof unto and to the

use of the PURCHASER/S, or his/her/their successor-in-interest, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required.

10. PURCHASER/S' REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:

- 10.1.** To co-operate with the Developer or the Maintenance Organisation appointed by the Developer in the management and maintenance of the New Building until formation of the Association which is intended to be formed within one year of the completion of the Project.
- 10.2.** To become member of Association of apartment owners upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Developer and/or the Maintenance Organisation and not to raise any dispute.
- 10.3.** To abide by and observe all the rules and regulations framed from time to time either by the Developer or by the Association/Maintenance Organisation for the maintenance, management and common purpose/expenses without raising any objection thereto.
- 10.4.** On prior notice to allow the Developer and/or the said Maintenance Organisation with or without the workmen to enter into the Said Unit for completion repairs and for the common purposes.
- 10.5.** To pay and bear the proportionate amount of common expenses including maintenance charges more fully described in **FOURTH SCHEDULE** hereunder written, regularly and to pay such common expenses with interest calculable at the rate

of 18% p. a. in the event of default or delay in payment of the said common expenses.

- 10.6.** To regularly and punctually pay electricity and other utility charges and outgoings for the Said Unit.
- 10.7.** To pay and bear the municipal rates taxes levies and other outgoings relating to the Said Unit to the Developer/Maintenance Organisation or to the Association upon its formation for the period commencing from the date of possession being delivered upon execution of deed of conveyance, , as per the assessment of those charges by the appropriate authority/s.
- 10.8.** To abide by all pollution control laws and regulations.
- 10.9.** Not to use the Said Unit or permit the same to be used for any illegal or immoral purpose.
- 10.10.** Not to use the Said Unit or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
- 10.11.** Not to park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Building except on the spaces/ areas for which express right shall be granted to the Purchaser to park the car and vehicles.
- 10.12.** Not to change the color scheme of the New Building or the exterior of the Said Unit without the written consent of the Developer or Maintenance Organisation.
- 10.13.** Not to erect external wireless or television antenna.
- 10.14.** Not to sub-divide the Said Unit and attributes/ appurtenances thereto.
- 10.15.** Not to place or store in the common areas any goods or things whatsoever.
- 10.16.** Not to bring or permit to remain upon the Said Unit any machinery goods or other articles which shall or may strain or

damage any part or portion of the Building at the Said Premises.

- 10.17.** Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates.
- 10.18.** Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Developer or the Maintenance Organisation.
- 10.19.** Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Developer / Maintenance Organisation and the Association upon its formation.
- 10.20.** Not to install any exterior loudspeakers without the permission of the Developer/ Maintenance Organisation and the Association upon its formation.
- 10.21.** Not to do or cause to be done anything whereby the insurance premium of the Building shall increase or which shall result in cancellation of insurance policy of the Building.
- 10.22.** Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- 10.23.** Not to do anything or cause to be done anything whereby the common amenities shall be damaged or adversely affected.
- 10.24.** Not to make any constructions on the car parking spaces, roof/terrace and common areas.
- 10.25.** Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.

- 10.26.** To keep the Said Unit in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- 10.27.** Not to put any articles including nameplate signage and letter box save at the place approved or provided therefore by the Developer/ Maintenance Organisation or the Association.
- 10.28.** Not to bring nor store in the Units(s) any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- 10.29.** Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Said Premises or portion thereof.
- 10.30.** To observe such other covenants as be deemed reasonable.
- 10.31.** Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Developer/ Maintenance Organisation or the Association upon its formation.
- 10.32.** Not to raise any obstruction/dispute upon the Developer to make any constructions/raising stories in the Building at the Said Premises as permissible under the West Bengal Municipal Building Rules.

11. INDEMNITY:

- 11.1.** By the Owners/Vendors and the Developer: The Owners/Vendor and the Developer do hereby conjointly agree to keep the purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses and damages that the Purchaser/s may

suffer or incur hereafter due to any wrongful act and/or any act contrary to the within-mentioned terms and condition or due to any misrepresentation by the Owners/Vendors and the Developer in respect of the said Premises vis-à-vis said unit.

11.2. By the Purchaser/s: The Purchaser/s do hereby agree to keep the Owner/Vendor and the Developer saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses and damages that the Owner/Vendor and the Developer may suffer or incur hereafter due to any wrongful act and/or any act contrary to the within-mentioned terms and condition or due to any misrepresentation by the Purchaser/s in respect of the said unit. After formation of the Association the Purchaser/s shall remain liable to indemnify the said Association if it suffers any loss or damages due to any act contrary to the purchaser/s' obligation as contemplated under clause 10.1. to 10.32 herein above.

FIRST SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT piece or parcel of 58.50 Dcml. of Bastu Land, apportioned more or less as 55 Dcml of land in RS. Dag No. 677, LR Dag No. 527, LR Khatian Nos. 779/3, 949/1, 948/2, 952/1 & 651/1 and as 3.50 Satak Land in RS. Dag No. 678, LR Dag No. 574 LR Khatian Nos. 779/3, lying and situated under at Mouza- Bahargram, J.L. No. 76, P.O. and P.S.: Panskura, within the local limits of Ward No. 08 of Panskura Municipality District- Purba Medinipur, lying under jurisdiction of A.D.S.R. Panskura, Pin: 721152, butted and bounded by:

RS DAG NO. 677 CORRESPONDING LR DAG NO. 527

On the North House property of Sri Ganesh
by :

Adhikary.

On the East House property of Sri Partha
by : Mukherjee.

On the West Land of Serajul Islam.
by :

On the South Land of Rafik Mahammad at Dag
by: No. 574.

RS DAG NO. 678 CORRESPONDING LR DAG NO. 574

On the North RS Dag No. 677
by :

On the East House Property of Mrityunjoy Guchait
by :

On the West RS Dag No. 678
by :

On the South Municipality Road
by :

SECOND SCHEDULE ABOVE REFERRED TO
(SAID UNIT)

ALL THAT the Flat/Shop/Show Room/ Office Space/Godown bearing No. containing square feet of Carpet area, more or less, including lying and situated on the Floor in the Block No. of the Mir Elegance Project presently under construction at the Said Premises described hereinabove alongwith proportionate share in the said premises **TOGETHER WITH** the car parking space being Space No. , admeasuring Sq. Ft. of Area at a portion of the ground floor of the New Buildings / open compound of the Said Premises for parking the medium sized motor car(s)/SUV/MUV/LUV or motor bike/s at the earmarked space, being

Open / Covered/Individual / Stack Car Parking **TOGETHER WITH** the proportionate share in the said premises along with proportionate common areas, facilities and amenities.

THIRD SCHEDULE ABOVE REFERRED TO

Part – I

(COMMON AREAS)

- (a) Entrance and exits of the various Wings of the Building
- (b) Stair cases, Stair head rooms and landings
- (c) Lifts, lift chute and lift wells
- (d) Lift + stair lobbies
- (e) Lift machine rooms
- (f) Lobbies, paths, passages and corridors
- (g) Overhead water tanks
- (h) Electric / Plumbing Duct
- (i) AC Service ledges
- (j) Security room
- (k) Maintenance office/ Caretaker's room
- (l) Transformer Room, H.T. Room, Electrical Room, Meter Rooms, Generator room
- (m) Path, passages, ramps and driveways
- (n) Underground reservoirs for domestic supply
- (o) Community hall and gymnasium
- (p) Badminton Court
- (q) Common toilet

- (r) Spread of Green manicured grass lawn, trees and flowers
- (s) Lawns and play areas including lighting and services

Part – II
(COMMON AMENITIES)

- (a) The beams, foundations, supports, columns, main walls, boundary walls of the New Building.
- (b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the New Building.
- (c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the New Building and Common Areas within or attributable to the New Building and electrical wiring and accessories for lighting of common areas of the New Building.
- (d) Lift machines, lift shafts
- (e) Diesel Generator for common areas & services
- (f) Transformer
- (g) Air conditioned Community Hall
- (h) Air conditioned modern fully equipped gymnasium
- (i) Closed Circuit T.V. at the ground floor level, with Central Security Surveillance
- (j) Intercom connectivity flat to flat + flat to main security
- (k) All the important points duly manned by well-trained security personnel / guards

(l) General common amenities like common drainage system, common sewerage system, water inlet point, common electrical transformer, common power sub-station for common use for the New Building.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge arrangement, water supply system, supply of electricity to all common areas and amenities;
2. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Building;
3. The cost of cleaning and lighting the entrance of the New Building and the passages and other spaces around the lobby, corridors, staircase lift and other common areas of the Building;
4. The cost of insuring any risk with regard to the Building and the utilities and apparatus installed thereat;
5. Cost of maintaining lifts, transformer, generator, electrical installations, pumps and other common facilities and essential services;
6. Cost of decorating the exterior of the Building;
7. Salaries, wages, fees and remuneration of durwans/security persons, liftmen, sweepers, plumber, electricians, accountant, manager, caretakers, gardeners or other persons whose appointment may be considered necessary for maintenance and protection of the Building and administration and management of the affairs thereof;
8. The rates taxes and outgoings assessed charged and imposed for the common areas of the Building;

- 9. The cost and expenses of keeping and maintaining the records of the common expenses and running the Association/ Maintenance Organisation and expenses (statutory and non-statutory expenses) for the Association/ Maintenance Organisation;
- 10. The cost, expenses and charges for installation of any additional common facilities and amenities in the Building;
- 11. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Building in common;
- 12. All expenses of common services and common facilities and amenities;
- 13. Such expenses as are necessary or incidental for the maintenance or up keeping of the Building and or the common areas and amenities thereof.

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

SIGNED AND DELIVERED by
 the VENDORS at Kolkata in
 the presence of :

- 1. VENDORS/OWNERS being represented by its within-named CONSTITUTED ATTORNEY.
- 2.

SIGNED AND DELIVERED by

the PURCHASER/S at
Panskura In the presence of:

1.

.....

PURCHASER/S

2.

SIGNED AND DELIVERED by
the DEVELOPER cum
CONFIRMING PARTY at
Panskura in the presence of :

.....

1.

PROMOTER/DEVELOPER/CONFIRMING
PARTY

2.

Drafted by me

Advocate
Enrl. No.:

MEMO OF CONSIDERATION

Acknowledge receipt of Rs./- (Rupees
Only) as consideration for the Said Unit on this Day of October,
2018 from the withinnamed Purchaser/s,
..... Residing/ having
office at, in favour of the within the
within named Developer/Promoter, **SYED FIRDOSH ALAM**, the sole proprietor
of **M/S. MIR REALTY**, having his office at Village- Ranihati, P.O.: Pratappur,
P.S.: Panskura, District- Purba Medinipur, Pin: 721152 in the manner
provided hereunder:

AND

M/S MIR REALTY, being represented by its
proprietor **Syed Firdosh Alam**

AND

.....

DEED OF CONVEYANCE

MR.

Advocate

.....

.....