

Draft Deed of Conveyance

This Deed of Conveyance made this _____ day of _____, Two Thousand and _____;

BETWEEN

"K.M.R. CONSTRUCTION" (P.A.N. AAHFK0748E), a Partnership Firm registered under the Indian Partnership Act, 1932, having its Registered Office and Principal Place of Business at Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304, represented by its partners namely :

(i) SRI KIRITI BANERJEE, (P.A.N. ADIPB4255B), (Aadhaar No. 3988 0454 7089), Son of Sri Paresh Chandra Banerjee, by faith Hindu, by occupation Business, Citizen of India, resident of Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304;

(ii) SRI MIHIR ROY, (P.A.N. ACQPR5430D), (Aadhaar No. 4300 4723 2147), Son of Late Satyanarayan Roy, by faith Hindu, by occupation Business, Citizen of India, resident of R.K. Roy Road, Ismile, P.O. Asansol, P.S. Hirapur, District Paschim Bardhaman, PIN-713301;

(iii) SEKH REJAUL KARIM, (P.A.N. AMSPK7947G), (Aadhaar No. 5943 3470 4989), Son of Late Md. Mahasin Karim, by faith Muslim, by occupation Business, Citizen of India, resident of S. B. Gorai Road, near I.M.A. House, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713301, hereinafter referred to as the "PROMOTER / SELLER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **FIRST PART**

K. M. R. Construction
MiHIR ROY

Partner

2
AND

If the Purchaser is an Individual

Sri/Smt. [_____], son/ daughter/ wife of [_____],
by faith _____, Occupation _____, residing at
[_____], having Income Tax PAN
[_____], (Aadhaar No. _____), hereinafter referred to
as the "PURCHASER" (which expression shall mean and include his/her heirs,
legal representatives, executors, administrators, successors and assigns) of the
SECOND PART.

(The Promoter and the Purchaser are individually also referred to as "Party"
and collectively referred to as the 'Parties')

WHEREAS

A. The Promoter / Seller of the First Part is the absolute and lawful owner of the piece and parcel of land measuring in total 36 (thirty six) Decimal equivalent to more or less 21.82 Katha comprised in R.S. Plot No. 738 under R.S. Khatian No. 404, 652, 654 & 650, corresponding L.R. Plot No. 1100 under L.R. Khatian No. 1230, measuring 14 Decimal and in R.S. Plot No. 747 under R.S. Khatian No. 197, corresponding L.R. Plot No. 1107 under L.R. Khatian No. 1230, measuring 22 Decimal situated within Mouza Gopalpur, J.L. No. 10, District Paschim Bardhaman, (erstwhile District Burdwan), P.S. Asansol (South), under the limits of Asansol Municipal Corporation, Ward No. 54 (*hereinafter referred to as the "Said Land"*) vide sale deed dated 03/05/2005 registered in Book I, Volume No. X-92, Page No. 94 to 109, Being No. 2248 for the year 2005 at the office of the Addl. Dist. Sub Registrar, Asansol. The Promoter since after their purchase have duly recorded their/its name in the finally published L.R. Records of Rights in separate L.R. Khatian No. 1230 and have also converted their said land into Bastu (Housing Complex) vide Conversion Case No. 41/10-11, Asl. under Memo No. 1128/L.M./SDL & LRO/Asl/2010 Dated 30/09/2010 from the Office of the S.D.L. & L.R.O., Asansol. The Promoter moreover have obtained the Land-use NOC from Asansol Durgapur Development Authority for proposed Residential Apartment vide Memo No. ADDA/ASL/973/V/155/FL/ NOC/4659 dated 14/09/2020 and have also got the

K. M. R. Construction
Mishra Roy

Partner

Certificate of Clearance for Developers vide Clearance No. 85/CC/D/2018 Dated 17/12/2018 in accordance with the Sec. 9 sub-sec. 4 of the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006. Finally the Promoter have also obtained the Fire Safety Recommendation from the authorities of West Bengal Fire & Emergency Services vide Memo No. 0125186209102444 dated 24/06/2020.

B. The Promoter has constructed "**SIDDHIVINAYAK ABASAN**" on 22.20 Decimal of land more fully detailed in the 'A' Schedule written herein below.

C. The Purchaser is fully satisfied with the Promoters right title and interest to the 'A' Schedule Land.

D. The Promoter by Provisional Allotment Letter dated _____ had provisionally allotted in favour of the Purchaser the _____ bedroom Apartment/Unit bearing no. _____ of "**SIDDHIVINAYAK ABASAN**" admeasuring _____ sq. ft. standard built up area (equivalent to _____ Sq. ft. **carpet area**) together with the right to use car parking space bearing no. _____ in the Ground Floor (if any) along with the right to use the common areas and facilities in "**SIDDHIVINAYAK ABASAN**" available for the purchaser/s, to which the Promoter has agreed to provisionally allot and sell to the Purchaser at the price and on the terms, conditions, covenants, stipulations and provisions therein.

E. By an Agreement for Sale dated _____ made between the Promoter and Purchaser herein, the Promoter agreed to sell and the Purchaser has agreed to purchase the _____ bedroom Apartment/Unit bearing no. _____ of "**SIDDHIVINAYAK ABASAN**" admeasuring _____ - sq. ft. standard built up area (equivalent to _____ Sq.

ft. carpet area) together with the right to use ____ car parking space bearing no.____in the Grouond Floor (if any) along with the right to use the common areas and facilities in **"SIDDHIVINAYAK ABASAN"** at or for a total consideration of Rs._____-/- (Rupees _____ only) on the terms and conditions mentioned therein.

F. The Promoter / Seller has completed construction of the aforesaid residential-cum-commercial multi-storied building/apartment named as **"SIDDHIVINAYAK ABASAN"** on the 'A' Schedule Land and has also obtained Occupancy Certificate/Partial Completion Certificate bearing Memo No. _____ dated_____for **"SIDDHIVINAYAK ABASAN"** from the said concerned department of Asansol Municipal Corporation (AMC).

G. The Purchaser has inspected, scrutinized and is satisfied with the said sanctioned Building Plans and other documents relating to the said Project and the construction made, and has represented to the Promoter that, under law, the Purchaser is eligible to purchase the aforesaid residential Apartment and there are no restrictions on the Purchaser to obtain conveyance under this Deed from the Promoter and as such the Promoter is executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

NOW THIS DEED WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Definitions & Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Advocate” shall mean Mr. Subrata Maji, Asansol Court, having his office at Santa, Burnpur, District Paschim Bardhaman, PIN-713325 or such Advocate/s whom the Promoter may, from time to time appoint as the legal advisor of the Firm;

“Agreement” means the Agreement for Sale dated _____ including the Schedules and Annexures hereto, and any amendments and modifications executed between the Promoter and the Purchaser;

“Architect” means Mr. Tapas Kumar Das, bearing Licence No. 049/AMC/2019-2020 as Principal architect/surveyor having its office at ‘Shatarupa Apartment’, Gopalpur, Asansol-4 or such architect or firm of architects whom the Promoter may, from time to time appoint for designing and planning of **“SIDDHIVINAYAK ABASAN”**.

“Association” means the associations of the Flat/Apartment owners in **“SIDDHIVINAYAK ABASAN”**, competent to contract in its own name and incorporated under the West Bengal Apartment Ownership Act 1972, in accordance with the relevant bye-laws, or any other organization/association allowed under the relevant law.

“Building Plan(s)” means Building Plan No. 862/BP/AMC/HO/20 Dated 16.10.2020 for **“SIDDHIVINAYAK ABASAN”** and duly sanctioned by the Asansol Municipal Corporation and shall include any amendments thereto or modifications thereof made or caused by Promoter as per law;

“Carpet Area” means the net usable floor area of a flat/apartment, excluding the area covered by the external walls, areas under services

shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a flat/apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a flat / apartment, meant for the exclusive use of the Purchaser(s);

"Consideration" shall have the meaning as set forth in Clause 2 herein;

"Promoter / Developer" shall mean K.M.R. Construction, as mentioned in the nomenclature of this Agreement;

"Occupant/s" shall mean any person/s residing in the said Apartment with the consent of the Purchaser.

"Owners" shall mean K.M.R. Construction;

"Parties" shall collectively mean the Promoter and the Purchaser and **"Party"** means individually each of the Parties;

"Possession Notice" and **"Possession Date"** shall have the meaning as set forth in Clause 7.1 herein;

"Purchaser" shall have the meaning attributed thereto in the array of parties' hereinabove;

“Said Apartment” shall mean the Said Apartment with/ without Car Parking Space as described in the Second Schedule hereunder written;

“Said Project” shall mean **“SIDDHIVINAYAK ABASAN”** being constructed on 22.20 Decimal of land, being part and parcel of single holding piece and parcel of land within Mouza Gopalpur, J.L. No. 10, P.S. Asansol (South), P.O. Asansol, District Paschim Bardhaman, PIN-713304, fully described in ‘A’ Schedule hereunder written;

“Standard Built Up Area” (“SBUA”) shall mean and be calculated in following manner :- Carpet area + area of external walls + area of balcony + Proportionate share of common facilities. When there are several apartments on a floor, common facilities like lifts, stairs, lobby and so on are required for circulation, access and enjoyment, the same will be determined by the Architect whose decision shall be final and binding on all parties. The Built Up Area of these common facilities is calculated separately and is added to the built up area of each apartment in proportion to its size. Common facilities will also include areas for lift room, electrical and pump space/areas, lobbies, common toilets, common amenities, common access spaces etc. which are provided for the common benefit.

2. In pursuance of the said Agreement and in consideration of the said sum of Rs._____-/- (Rupees_____Only) (excluding Deposits and Other Charges and GST) paid by the Purchaser to the Promoter on or before the execution of these presents (the receipt whereof the Promoter doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the payment of the same and every part thereof do hereby acquit release and discharge the

Purchaser and the Said Apartment), the Promoter doth hereby grant transfer sell convey release and confirm unto and to the use and benefit of the Purchaser **ALL THAT** Residential Apartment being No. _____ measuring about [_____] square feet of SBUA (equivalent to carpet area of _____square feet) on the [_____] Floor of **"SIDDHIVINAYAK ABASAN"** be the same little more or less and delineated in 'Red Colour' border of Plan annexed hereto and marked as **Annexure "II"** as described in the **Second Schedule** hereunder together with the right to use ____ car parking space bearing no. _____in the Ground Floor (if any) along with the right to use the Common Areas and Facilities as described in the **Third Schedule** hereunder written (collectively defined herein as **"Said Apartment"**) together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Promoter both at law or in equity into and upon the Said Apartment or every part thereof TOGETHER WITH all rights, liberties and appurtenances and whatsoever to and unto the Purchaser together with the reversion or reversions, remainder or remainders and rent, issues and profits thereof and together with covenant for production of title deeds, evidences, deeds and writings in respect of the Schedule Land and TO HAVE AND TO HOLD the Said Apartment and all other benefits and rights hereby sold conveyed transferred or expressed or intended so to be and every part or parts thereof or arising out therefrom free from all encumbrances whatsoever absolutely and for ever SUBJECT TO Purchaser making payment of the common expenses short particulars whereof are mentioned in **FOURTH Schedule** hereunder written and also SUBJECT TO the restrictions mentioned herein.

3. The “**SIDDHIVINAYAK ABASAN**” and the adjoining Common Areas and other Facilities within the Said Project shall initially be managed and maintained by the Promoter or any Maintenance Agency appointed by them at its sole discretion (hereinafter referred to as the “**Maintenance Agency**”). The Purchaser hereby agrees to pay the monthly maintenance charges including any increment thereon to the Promoter / Maintenance Agency, at the direction of the Promoter.

4. After registration of the Deeds of Conveyance of all the apartments in the Said Project or at any time thereafter, the Promoter may in its discretion deem fit and proper take steps for formation of the association of the apartment owners of “**SIDDHIVINAYAK ABASAN**” (hereinafter referred to as the “**Association**”) in accordance with the provisions laid down under the West Bengal Apartment Ownership Act, 1972 as amended time to time. It is hereby made clear that there will be only one association to be formed by the Promoter for said Project and in no event the Promoter will be liable to admit or accept and/or acknowledge any other association nor any of the Purchasers/occupiers of any apartment in “**SIDDHIVINAYAK ABASAN**” (including the Purchaser herein) shall be entitled to become a member of any other association or subscribe to the membership of any other association. The maintenance of “**SIDDHIVINAYAK ABASAN**” shall only be made over to the Association formed by the Promoter and thereafter the Association shall be responsible for the maintenance of the said Project.

5. The Purchaser along with other owners / purchasers of apartments in “**SIDDHIVINAYAK ABASAN**” shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of the Said Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser will execute the Deed of Declaration if required as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereto. The name of the Association shall be jointly decided by the Promoter and the flat owners / purchasers of apartments in “**SIDDHIVINAYAK ABASAN**”.

6. After formation of the Association, the Promoter shall hand over the balance funds such as maintenance charges, if any, etc. already collected from the owners / purchasers of “**SIDDHIVINAYAK ABASAN**” to the Managing Committee of the Association and shall also provide audited accounts for the same from the Promoter’s auditor as up-to that date. The Promoter, the Managing Committee of the Association and the Purchaser shall be bound by the auditor’s statement of accounts. In case the advance maintenance charges payable by the Purchaser to the Promoter (as mentioned under Clause 3 herein) is fully utilized / exhausted prior to the formation of the

Association and/or handing over the maintenance of the Common

Areas to the Association then the Purchaser agrees to pay additional maintenance deposits upon written demand received from the Promoter. The Promoter will also convey the common areas as required under the relevant law in favour of the Association.

7. All papers and documents relating to the formation of the Association shall be prepared and finalized through the Advocate/s appointed by the Promoter and the Purchaser hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the owners / purchasers of apartments of "**SIDDHIVINAYAK ABASAN**" (including the Purchaser herein).
8. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
9. The Purchaser shall have no objection for the Promoter to carry out balance construction activities of other Phases of "**SIDDHIVINAYAK ABASAN**" on the adjacent and adjoining land to the schedule mentioned land of the Promoter.
10. The Purchaser and/or occupier hereby agrees to be bound by and to follow and accept the terms conditions/ restrictions/ privileges provided /laid down or as shall be laid down by the Promoter and /or the Flat Owners' Association.

11. The Purchaser, being the owner of the Said Apartment, shall at all times hereafter, be responsible for the action and/or inaction of such Purchaser's occupier/s, guests, agents, whosoever. For the purpose of this clause, the Promoter/Maintenance Agency shall have the right to take appropriate action against the Purchaser in the event of any default of such occupier/s, guest, agent, etc.
12. In the event the Purchaser desires to transfer the said Apartment before the formation of the Association of Apartment Owners, the Purchaser shall inform the Promoter or its Maintenance Agency and obtain a "No Objection Letter" from the Promoter or its Maintenance Agency and the new owner shall sign the Deed of Declaration and other necessary documents for formation of the Association of Apartment Owners and compulsorily become a member of the Association of Apartment subject to terms and conditions laid down by the Promoter and or the Maintenance Agency.
13. The Purchaser shall observe and abide by the bye laws as applicable for the apartment owners of the Schedule Land and rules and regulations prescribed by the Government / Statutory Authority in regard to ownership and / or enjoyment of the Said Apartment.
14. The Purchaser shall be entitled to the rights enumerated in the **FIFTH Schedule** hereto and the Purchaser shall have obligations enumerated in the **SIXTH Schedule** hereto in regard to the Said Apartment.

- 15.** If within a period of five years from the date of handing over of possession of the Said Apartment to the Purchaser, the Purchaser bring to the notice of the Promoter any structural defect/s in the Said Apartment, then wherever possible, such defect/s shall be rectified by the the Promoter at its own cost. Provided however, that the Purchaser shall not carry out any alterations of whatsoever nature in the structure of the Said Apartment or in the fittings and fixtures therein, in particular, pipes, water supply connections, bathrooms, toilets and kitchen, which may result in any structural defects. If any of such works are carried out without the written consent of the Promoter, it will be deemed that all responsibility of the Promoter under the defects liability automatically shall become void.
- 16.** The Purchaser shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment or the Block/Building/Tower of which the Said Apartment is a part.
- 17.** If any development and / or betterment charges or other levies are charged or sought to be recovered by the concerned statutory authority from the Promoter / Managing Agency then the same shall be borne and paid by the Purchaser in proportion to its undivided share in the land comprised in the Schedule Land.
- 18.** The Promoter covenant with the Purchaser as follows:

 - a) That the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;

- b) That title of the Promoter to the Said Apartment hereby conveyed is clear, marketable and subsists;
- c) That the Promoter is the absolute owner of the Said Apartment developed on the Schedule Land, hereby conveyed and has all the power/rights to convey the same and there is no impediment for execution of this Deed under law;
- d) The Purchaser shall be the sole and absolute owner of the Said Apartment with the rights of ownership, possession and enjoyment;
- e) That the Promoter has paid all taxes, rates and cess in respect of the Said Apartment up to the date of obtaining the said Partial Completion Certificate (in respect of the building/phase comprising the Said Apartment);
- f) That the Purchaser shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Apartment hereby conveyed.

19. The Purchaser further covenants with the Promoter as follows:

- a) The Purchaser agrees to allow the Promoter or its representatives/ Maintenance Agency/Third Party service providers appointed by the Maintenance Agency access to the Said Apartment in case the same is necessary for repairing of the common areas and facilities and for repairing all maintenance and operational functions including balance of the construction works as the case may be.
- b) The Purchaser shall use the Said Apartment for residential purpose only and for no other purpose and shall pay for the electricity charges as per the bills served on the Said Apartment by the India Power or

in the interim period by the Promoter/Maintenance Agency. Payments to the authorities should be according to the terms and conditions of India Power. In the interim such payments shall be made by the Purchaser/occupiers within the dates mentioned in the bills issued by the Promoter/Maintenance Agency from time-to-time. If the Purchaser fails to pay such bill within the stipulated due date, the Purchaser shall be liable to late payment surcharge. In the event the Purchaser/Occupiers fail to pay such bills for two consecutive months, the Promoter/Maintenance Agency shall issue a notice to the Purchaser/Occupiers for payment of such dues within a period as mentioned in such notice. In spite of the above, if the Purchaser/Occupiers fail to pay such dues along with applicable late payment surcharge within the period as mentioned in such notice, the Promoter/Maintenance Agency may forthwith disconnect the supply of electricity until full payment is made. In such an event the Purchaser shall also be liable to pay disconnection and reconnection charges as may be levied by India Power/ Promoter / Maintenance Agency.

c) The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space.

d) The Purchaser shall not make any structural additions/alterations to the Said Apartment nor make any additions or alterations to the building, nor shall change the outside colour scheme, elevation or façade of the Said Apartment and the Building/Block/Phase/Tower of which the same is part.

e) The Purchaser shall not seek partition or division or separate possession of the undivided proportionate share in the land comprised in the Schedule Land appurtenant to the Said Apartment under any circumstances. None of the apartment owners shall make any obstruction or store or keep any article in common areas.

f) The Purchaser shall not alter or subscribe to the alteration of the name of the said Project or any part thereof known as "**SIDDHIVINAYAK ABASAN**".

g) The Purchaser agrees that the Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said Block/Building/Towers/Phase of the Schedule Land and all types of communication devices including dish antennas.

h) The Purchaser, pursuant to this Deed of Conveyance, shall not have any claim against the Promoter / Maintenance Agency save and except as specifically provided herein.

i) The Purchaser shall not enclose the terrace/ balconies/utility areas of the Tower/ Building/ Block/ Phase in which the Said Apartment is situated.

20. The Promoter has delivered and put the Purchaser in actual physical possession of the Said Apartment on or before the execution of these presents.

21. The Purchaser shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses / Charges in respect of registration of this Deed of Conveyance. The Purchaser shall also bear the Legal and Documentation Charges (@1% of the market value of the Said Apartment and right to use car parking, if any).
22. This Deed of Conveyance shall override the provisions of the said Agreement for Sale (as mentioned in Recital hereto) and any other prior agreement between the parties hereto.
23. All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this deed or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this deed or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this deed, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Promoter. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be in English and/or Bengali and shall be held in Asansol only.

THE FIRST SCHEDULE**PART - A**

(Description of the “**Schedule Land**” hereinabove referred to)

All that piece and parcel of land, containing altogether and aggregate area of 36 (thirty six) Decimal equivalent to more or less 21.82 Katha comprised in R.S. Plot No. 738 under R.S. Khatian No. 404, 652, 654 & 650, corresponding L.R. Plot No. 1100 under L.R. Khatian No. 1230, measuring 14 Decimal and in R.S. Plot No. 747 under R.S. Khatian No. 197, corresponding L.R. Plot No. 1107 under L.R. Khatian No. 1230, measuring 22 Decimal out of which approx. 22.20 (twenty two point two zero) Decimal equivalent to more or less 13.45 Katha (a little more or less) is being developed upon which the proposed G+4-storied residential-cum-commercial multi-storied building named as “**SIDDHIVINAYAK ABASAN**” is being constructed together with easement rights attached thereto situate lying at and comprised in **Mouza Gopalpur**, J.L. No. 10, P.S. Asansol (South), District Paschim Bardhaman, Ward No. 54, Under Asansol Municipal Corporation.

The Schedule Apartment is abutted and bounded as follows: -

North: Property of Shyam Narayan Shaw.

South: Property of the Promoter.

East : Property of the Promoter.

West : 25'-0” feet wide Road.

THE SECOND SCHEDULE

(Description of the “**said Apartment**” hereinabove referred to)

ALL THAT the _____ bedroom Apartment bearing no. _____ measuring about _____ sq. ft. super built up area, (equivalent to carpet area of _____ square feet) on the [_____] floor of the “**SIDDHIVINAYAK ABASAN**” together with the right to use _____ car

parking space bearing no. _____ in the Ground (if any) and delineated in 'Red Colour' border of Plan annexed hereto and marked as **Annexure "I"** along with right to use the Common Areas And Recreational Facilities provided and described in the Third Schedule hereunder.

THE THIRD SCHEDULE

(Description of Common Areas hereinabove referred to)

Common Areas shall mean -

- (i) the entire land for the "**SIDDHIVINAYAK ABASAN**" measuring about 22.20 Decimal fully described in First Schedule;
- (ii) the stair cases, lifts and lift lobbies, and common entrances and exits of respective building;
- (iii) the common parking area in the Ground Floor, ultimate roof of the building;
- (iv) the space for accommodation for watch and ward staffs;
- (v) installations of central services such as electricity, water and sanitation, etc.;
- (vi) the water tanks, pump, motors, ducts and all apparatus connected with installations for common use;
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

FOURTH SCHEDULE

(Common Expenses)

1. All Costs of maintenance operation/repairs, replacement/services and cleaning of all common areas/ parts in "**SIDDHIVINAYAK ABASAN**" and the fixtures, fittings, electrical wirings and equipment in under upon the said Building / Phase enjoyed and used in common by the Purchaser / Occupiers.

2. Salaries and other expenses incurred for and payable to any person employed for common purposes including Security, Electrician, Maintenance, Plumber, etc. and Administration of the building/ Administration of the common portion including Clerks, Accountants, property managers, etc.
3. Insurance premium for insuring the building against fire earthquake and other perils.
4. Expenses for supplies of common utilities, water charges etc. payable to any concerned authorities and/or organizations and payment of all charges incidental thereto.
5. Costs and Establishment and Operational charges of the Maintenance Agency appointed by the Promoter or Association of Apartment owners when formed and relating to common purposes in the Building comprising the Said Apartment.
6. Administering the Maintenance Agency staff and complying with all relevant statute and regulations and orders there under and employing suitable persons or company to deal with these matters.
7. Electricity expenses for lighting the common areas, outer walls of the Building/Tower comprising the Said Apartment, parking spaces and

for operation of all the common areas of the said Building / Phase and also all common areas in “**SIDDHIVINAYAK ABASAN**”.

8. Maintenance and operating of the lifts.
9. Providing and arranging for the emptying and removal of garbage.
10. Abating any nuisance and executing such works as may be necessary for compliance of any requirement or statute with any notice served by the authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to Said Apartment .
11. All such other expenses and outgoings as are deemed by the Maintenance Agency appointed by the Promoter or Association of Apartment Owners when formed and deemed to be necessary for or incidental thereto.

FIFTH SCHEDULE
(Rights of Purchaser)

The Purchaser shall have the following rights in respect of the Said Apartment:

1. The Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the staircases, lift, passages and other common areas;
2. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Said Apartment through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through any Building.

SIXTH SCHEDULE**(Obligations of the Purchaser)**

The Purchaser hereby agrees, confirms and undertakes the following obligations towards the Promoter and other apartment owners :-

- 1(A) The Purchaser shall, from the date of the issue of Letter of Handing Over of the said Apartment, whether possession of the same is taken or not by the Purchaser, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/property taxes and cess, electrical, water bills, etc., and all other charges/expenses towards the common areas.
- 1(B) The maintenance charges shall be used towards recurring common maintenance charges including service or any other taxes payable by the Association in this regard.
- 1(C) Any delayed payment of the per month maintenance charges/ any increment thereon will attract interest payable at the rate equivalent to rate specified in West Bengal Housing Industry Regulation Act, 2017 and Rules/ Regulations framed there under for delayed payment per month/annum by the Purchaser from the due date till the date of payment. The Promoter/ Association shall have the right to recover the arrears, without prejudice, as a claim due to it, after a notice is served to the Purchaser/occupier. For the purpose of this Deed, the term 'occupier' shall mean any person occupying the said Apartment other than the owner of the said Apartment.
2. The Purchaser shall be responsible to obtain mutation in his name upon the execution of this Deed of Conveyance. All expenses towards mutation transfer, installation of sub-meters or any other arrangement as may be required for electricity, all taxes, rates and outgoings payable in respect of the said Apartment thereon shall be borne by the Purchaser. Upon the execution of this Deed of Conveyance the Promoter herein shall not be liable in whatsoever manner to bear any expenses as mentioned above.
3. The Purchaser shall not at any time, carry on or suffer to be carried on in the said Apartment, any noisy, offensive, immoral, illegal or dangerous trade, pursuit or commercial activity/business of whatsoever nature, which may be or become in any way a nuisance, annoyance or danger to the Promoter or the other apartment owners or occupiers of the other apartments or the

neighbours or anything which may tend to depreciate the value of the said Apartment or the residential complex;

4. The Purchaser shall use the said Apartment only for residential purposes, and not for any commercial activity;
5. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed with the other apartment owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association. If it is required by the Promoter, the Purchaser shall allow their employees/agent to enter the said Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
6. The Purchaser shall duly and punctually pay the proportionate share of municipal/property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitation,

electricity, etc., salaries of the employees of the Association of Apartment Owners and other expenses in regard to “**SIDDHIVINAYAK ABASAN**” as may be determined.

7. The Purchaser shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the said Apartment.
8. The Purchaser shall keep the said Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the building/block and shall carry out any internal works or repairs as may be required by the Association of Apartment Owners.
9. The Purchaser shall not make any additions or alterations or cause damage to any portion of the block/phase or the said Apartment and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block/ phase, otherwise than in a manner agreed to by majority of the Association of Apartment Owners.
10. The Purchaser shall not park any vehicles in any part except in the designated parking area. Washing of cars shall be done only by residents and authorized car washers, in the designated area provided. The Purchaser who has booked one car parking space shall be entitled to park one car/vehicle only. No two-wheeler/s will be permitted to be parked beside the booked car parking space. Two-wheeler space, if required, by the Purchaser will have to be booked/ purchased/registered separately.

IN WITNESS WHEREOF the Promoter and the Purchaser/s hereto have hereunto put their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by

_____, and

(Partners)

K.M.R. CONSTRUCTION,

at Asansol in the presence of:

1.

2.

SIGNED AND DELIVERED by

Mr./Ms_____ the

PURCHASER/S above named at

Asansol in the presence of:

Drafted by:

Subrata Maji, (Advocate),

Asansol Court.

Enrol.No.WB/1116/1999.

Advocate

RECEIVED as follows from the within named Purchaser_____the within mentioned sum of Rs..... to have been paid by the Purchaser to K.M.R. CONSTRUCTION as consideration.

Rs...../-

(Rupees.....Only)

MEMO OF CONSIDERATION

SL.NO.	DATE	CHEQUE/DD NO.	DRAWN ON	IN FAVOUR OF	AMOUNT (RS.)
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In the presence of :

1.

2.

RECEIVED BY:_____

For and on behalf of the within named
K.M.R. CONSTRUCTION,

Mr._____.

ANNEXURES

- Site Plan approved (to be confirmed by K.M.R. Construction if to be given)
- Apartment- floor plan

If you fail to sign and execute the Agreement for Sale within the stipulated period mentioned above and/or if you fail to comply with your any other obligations under the terms and conditions of this Provisional Allotment Letter as well as Application Form including timely payments of the installments and/or payment on account of interest on delayed payment and/or any other charges as aforesaid then the Firm shall be fully entitled, at its sole discretion at any stage to cancel this Provisional Allotment of the said Unit and forfeit 15% of the Deposit Money as defined in the Application Form paid and then you shall have no right or lien on the said Unit.

Thanking You,

Yours sincerely,

For K.M.R. Construction

Authorized Signatory

Enclose: Annexure A, B and C.

Confirmation Clause:

I/We confirm and accept what is stated above.

(Signature of the Sole Applicant/1st Applicant)

(Signature of the 2nd Applicant)

(Signature of the 3rd Applicant)

Date _____

K. M. R. Construction
Michia Roy

Partner