

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 2

**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, TWO THOUSAND AND \_\_\_\_\_  
(20\_\_\_\_\_).**

<b>BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD</b>	
<b>BUILDING COMPLEX / PROJECT NAMED</b>	<b>RATNA HEIGHTS</b>
<b>RESIDENTIAL FLAT / UNIT No.</b>	
<b>TOWER No.</b>	
<b>FLAT SITUATED IN FLOOR</b>	
<b>FLAT MEASURING RERA CARPET AREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)</b>	<b>SQUARE FEET SQUARE FEET SQUARE FEET</b>
<b>TOGETHER WITH PARKING SPACE _____ CAR AT AN AREA MEASURING</b>	<b>SQUARE FEET AT</b>
<b>CONSIDERATION</b>	<b>Rs.</b>

**::BETWEEN::**

..... of ....., having I.Tax PAN No. ...., ..... by Religion, Indian by Nationality, ..... by Occupation, Resident of ....., P.O. ...., P.S. ...., Pin Code-....., District ....., in the State of..... - Hereinafter called the **“PURCHASER / FIRST PARTY”** (which expression shall unless repugnant to the context or meaning

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 3

thereof be deemed to mean and include his/her/their heirs, executors, successors, administrators and assigns) of the “**FIRST PART**”.

**AND**

**SRI ALOK KUMAR CHETTRI**, son of Late Tula Bahadur Chettri, having I.Tax PAN No. **ATKPC1915H**, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Pati Colony, Upper Bagdogra, P.O. and P.S. Bagdogra, PIN-734014, District Darjeeling, West Bengal and permanent Resident of Bank Road, Ward No. 17, Rajbari Ranikoop, P.O. and P.S. Kurseong, PIN-734203, District Darjeeling, West Bengal - **HEREINAFTER** referred to as the “**VENDOR / LAND OWNER / SECOND PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and assigns) of the “**SECOND PART**”.

That the abovenamed **VENDOR** is herein **Represented** by his lawfully **CONSTITUTED ATTORNEY:- LEVERAGE RATNA HEIGHTS**, a Partnership Firm, having I.Tax PAN No. **AAKFL9501H**, having its Office No. 8, 2<sup>nd</sup> Floor Back Side, Times Square, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, PIN-734001, District Jalpaiguri, in the State of West Bengal, Represented by its Authorised **PARTNER, SRI VIVEK AGARWAL**, son of Sri Gobind Prasad Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Upwan Apartment, Uttorayon, P.O. and P.S. Matigara, PIN-734010, District Darjeeling, West Bengal, appointed and constituted vide a registered **General Power of Attorney** dated 31.05.2024, being Document No. I-3622 for the year 2024, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 4

**AND**

**LEVERAGE RATNA HEIGHTS**, a Partnership Firm, having I.Tax PAN No. **AAKFL9501H**, having its Office No. 8, 2<sup>nd</sup> Floor Back Side, Times Square, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, PIN-734001, District Jalpaiguri, in the State of West Bengal, Represented by its Authorised **PARTNER, SRI VIVEK AGARWAL**, son of Sri Gobind Prasad Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Upwan Apartment, Uttorayon, P.O. and P.S. Matigara, PIN-734010, District Darjeeling, West Bengal - **HEREINAFTER** referred to and called the **“DEVELOPER / PROMOTER / CONFIRMING PARTY / THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, legal representatives, administrators and assigns) of the **“THIRD PART”**.

**WHEREAS** the abovenamed **VENDOR - SRI ALOK KUMAR CHETTRI** being the sole and absolute owner-in-possession of all that LAND IN TOTAL measuring 1.29 ACRE by virtue of GIFT from his mother Smt. Nanda Kumari Chettri @ Nanda Kumari, vide two registered Deeds of Gift (1) dated 28.09.2022, being Document No. I-2761 for the year 2022, registered in the Office of the District Sub Registrar Jalpaiguri and the said deed comprised of land measuring 1.07 Acre and (2) dated 21.02.2023, being Document No. I-1297 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar and the said deed comprised of land measuring 22 Decimal or 0.22 Acre. There was some typographical error/mistake in the said deed and the same was duly declared/rectified/ supported registered Deed of Declaration dated 27.04.2023, being Document No. IV-58 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 5

**AND WHEREAS** the name of the abovenamed Vendor in respect of his aforesaid land was duly mutated in the records of the concerned B.L. & L.R.O. Rajganj in the Record of Rights (R.O.R.) and a new **L.R. Khatian No. 255** was framed in his name under the provisions of West Bengal Land Reforms Act, 1955.

**AND WHEREAS** in this manner the abovenamed Vendor became the sole and absolute owner-in-possession of the aforesaid land in total measuring 1.29 Acre (1.07 Acre + 0.22 Acre) which are contiguous and ever since is in peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

**AND WHEREAS** the abovenamed Vendor being desirous of constructing multistoried Building/s complex on out of his aforesaid land measuring **1.2356 Acre** - hereinafter referred to as the “**said Land**” more particularly described in the **SCHEDULE “A”** given herein, free from all charges and encumbrances whatsoever, but was/is not in a position to put his contemplation and scheme into action due to lack of funds and expertise.

**AND WHEREAS** the Third Party being a bonafide Developer/Promoter having partners experience in designing, construction and development and adequate resources of finance in construction of such multistoried buildings projects.

**AND WHEREAS** the Vendor having come to know about the credential of the Third Party, the Vendor then approached the Third Party to construct the proposed multistoried building on his said Land measuring 1.2356 Acre as above referred and fully described in the Schedule “A” below given below for their mutual benefits, to which the Developer/Third Party agreed and as such the Vendor then entered with the Developer into a registered **DEVELOPMENT AGREEMENT** dated 31.05.2024, being Document No.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 6

I-3605 for the year 2024, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

**AND WHEREAS** the Promoter/Developer have constructed a **Basement + Ground + X Storied Residential cum Commercial Building** approved and sanctioned vide Building Permit No. **SWS-OBPAS/0104/2025/0646** dated 10.10.2025 upon the Schedule “A” of the Vendor free from all charges and encumbrances, from its own resources, efforts and endeavor.

**AND WHEREAS** to distinguish the proposed Building/s Complex and with a view to assign a unique identity to the said building/s complex, the Vendor/Developer herein have jointly decided to name the said Complex as **“RATNA HEIGHTS”**. It is stated that the name of the said Complex will always remain unchanged.

**AND WHEREAS** the said Building/s Complex named **“RATNA HEIGHTS”** comprises of **TWO TOWERS**, being **TOWER-1** and **TOWER-2**. Each Tower comprises of several flats/shops/offices/parkings/units/constructed spaces along with common facilities.

**AND WHEREAS** the Vendor/Developer have also registered the Project with the West Bengal Real Estate Regulatory Authority (WBREERA) being Project Registration No. WBREERA/P/JAL/\_\_\_\_\_dated \_\_\_\_\_.

**AND WHEREAS** the Vendor/Developer have now decided to convey an Apartment, being a **Residential Flat** (herein referred to as the said **“Unit”**) along with **Parking Space** car morefully and particularly described in the **SCHEDULE “B”** given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**).

The detail of the Residential Flat is given herein below:-

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 7

<b>RESIDENTIAL FLAT / UNIT No.</b>	
<b>TOWER No.</b>	
<b>FLAT SITUATED IN FLOOR</b>	
<b>FLAT MEASURING RERA CARPET AREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)</b>	<b>SQUARE FEET SQUARE FEET SQUARE FEET</b>
<b>TOGETHER WITH CAR PARKING SPACE _____ CAR AT AN AREA MEASURING</b>	<b>SQUARE FEET AT</b>

**AND WHEREAS** the Purchaser/s being in need of ownership accommodation for residential use in the locality where the said building complex is situated, has/have approached the Vendor/Developer and expressed his/her/their/ desire to have/purchase a Residential Flat along with Parking Space and then has/have examined and inspected the documents of title of the Vendor/Developer to all that piece or parcel of land as morefully described in the Schedule “A” given herein below, Site Plan, Building Plan duly approved and sanctioned by the Siliguri Municipal Corporation and has/have also seen and inspected the construction of the said building complex to the extent constructed as on the date of execution of these presents and after satisfying herself/ himself/itself/ themselves, about the title of the Vendor/Developer as well as the standard of construction, the Purchaser/s has/have decided to purchase the Schedule “B” Property and as such have entered into an Agreement for Sale with the Vendor/Developer herein.

**AND WHEREAS** the Vendor/Developer have also offered to the Purchaser/s all that the said Schedule “B” Property, together with undivided proportionate interest appurtenant to the said Schedule “B” Property and in the common areas and facilities as also described in Schedule “D” given herein below and in the said piece of land morefully and particularly described in the Schedule “A”

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 8

hereunder written free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever for the valuable consideration amount mentioned hereinbefore and hereinafter.

**AND WHEREAS** for a regulated and disciplined use of the parking spaces, the Vendor/Developer have reserved the right to identify parking facility to the interested Purchaser/s applying for the same in an organized manner whereby Purchaser/s shall be allotted, parking facility of the type applied by him/her/ them in an identified dependent or independent space subject to availability thereof.

**AND WHEREAS**, the Purchaser/s finding the offer of the Vendor/Developer fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule "B" Property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

**AND WHEREAS** the Vendor/Developer have also accepted the price so offered by the Purchaser/s as fair, reasonable and highest and have agreed to sale the said Schedule "B" Property, morefully given herein below and have finally agreed to execute the Deed of Conveyance (Sale) of the Schedule "B" property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule "B" property together with the undivided proportionate share in the land on which the same stands for a total consideration amount mentioned hereinbefore and hereinafter and conditions mentioned hereinunder.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -**

- 1. CONSIDERATION:-** That in consideration of full and final amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** paid by the Purchaser/s to the **Developer** vide Cheques/NEFT/ RTGS/D.D., the **RECEIPT** of which is acknowledged by the Vendor/Developer by

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 9

execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor/Developer does hereby convey and transfer absolutely the Schedule “B” property, to the Purchaser/s who will/shall now Have and Hold the same absolutely and forever free from all encumbrances and charges absolutely and forever subject to the payment of proportionate rent, etc., to the Government of West Bengal.

**2. THAT THE VENDOR/DEVELOPER HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**

- A. That the Schedule “B” property hereby sold granted and conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachments and lispensens whatsoever.
- B. That the Vendor/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the Schedule “B” property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.
- C. That the Vendor/Developer does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule “A” property is held by the Vendor under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor/Developer proposes to transfer subsists and the Vendor/Developer have full right and authority to transfer the Schedule “B” property to the Purchaser/s in the manner as



DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 10

aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

- D.** That the Vendor/Developer hereby covenant with the Purchaser/s that the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same peacefully without any interruption or obstruction whatsoever from the Vendor/Developer or anybody claiming through or under the Vendor/Developer and all the rights, title and interest which vested in the Vendor/Developer with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said property have been conveyed absolutely.
- E.** That the Vendor/Developer will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule "B" property.
- F.** That the Vendor/Developer shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule "B" property except for unsold portion of the building complex which shall be borne by the Vendor/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
- G.** That the Vendor/Developer have not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Schedule "B" property thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or affected in title or otherwise.
- H.** That the Vendor/Developer hereby declare and covenants with the Purchaser/s that there exists no mortgage, charge, attachment or any

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 11

encumbrances whatsoever on the Schedule “B” property hereby sold and conveyed, expressed or intended so to be or any part thereof and the Vendor/Developer have not entered into any binding contract with any other person or persons for sale of the said property or any part of these presents and that the Schedule “B” property hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendor/Developer on the date of these presents and is free from all encumbrances and charges and the Vendor/Developer hereof covenants with the Purchaser/s that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the Schedule “B” property the Vendor/Developer shall be liable to compensate the Purchaser/s adequately for the loss or injury sustained or to be sustained by the Purchaser/s in consequence thereof.

- I. That the Vendor/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the Schedule “B” property hereby conveyed at the cost of the Purchaser/s.

**3. THAT THE PURCHASER/S HEREBY COVENANT WITH THE VENDOR/DEVELOPER AS FOLLOWS:-**

- A. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Development Agreement, General Power of Attorney, Site Plan, Building/s Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilities and have also seen and inspected the construction work of the building complex to the extent constructed as on the date of execution of these presents and the RERA Carpet Area, Built Up and Super Built Up Area of the Schedule “B” property and have satisfied himself/ herself/themselves about the title of the

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 12

Vendor/Developer and standard of construction thereof including that of the Schedule “B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building complex and/or development, installation, erection and construction of the common provisions and utilities.

- B.** That prior to this Deed of Conveyance, the Purchaser/s has/have surveyed and measured the area of the Schedule “B” property and upon being fully satisfied has/have entered into this Deed of Conveyance and as such the Purchaser/s shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his/her/their right, if any, to do so.
- C.** That the Purchaser/s hereby covenants with the Vendor/Developer not to dismantle the Schedule “B” Flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and shall use the same exclusively for residential purposes.
- D.** That the Purchaser/s undertakes not to park any vehicle in the others parking areas, common areas, pathways and passages within the said building complex.
- E.** That the Purchaser/s will obtain its/his/her/their own independent electric connection/s from the W.B.S.E.D.C. Ltd., for his/her/their electric use and requirements and the connection charges as well as the electric consumption bills will be paid by the Purchaser/s, the Vendor/Agency/ Association shall have no responsibility or any liability in this respect. That the electric transformer installed in the building complex shall be for the common use for the occupants of the building complex.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 13

- F.** That the Purchaser/s shall immediately at his/her/their cost shall apply for obtaining mutation of his/her/their name/s as the owner/s of the Schedule “B” property both at the Office of the concerned B.L.&L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same have not yet been assessed. However, if the Schedule “B” property is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the building as may be determined and fixed by the Vendor/Developer and upon appointment of the Facility Management Company (FMC)/Agency/Association in such FMC/Agency/Association without raising any objection whatsoever.
- G.** That the Purchaser/s shall from the date of possession of the Schedule “B” property whether physical possession of the same is taken or not by the Purchaser/s pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
- H.** That the Purchaser/s shall at all times from the date of possession, irrespective of the Purchaser/s taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cess including but not limited to, multi-storied building/s tax, GST, water tax, land tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the Rates and Taxes) which may from time to time be imposed or become payable in respect of the Schedule “B” property and proportionately for the Complex as a whole and proportionately for the common parts and portions and until the mutation is effected in the name/s of the Purchaser/s, the Purchaser/s shall be liable to make payment of the proportionate share of such Rates

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 14

and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the said Facility Management Company(FMC) /Agency/Association, to such FMC/Agency/Association.

- I.** That the Purchaser/s shall use the Schedule “B” Flat for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other Occupiers/Purchaser/s of the Project.
- J.** That the Purchaser/s shall not make any obstruction or store or keep any article in the common areas and facilities areas.
- K.** That the Purchaser/s shall not do or suffer to be done anything in or to the Schedule “B” property which may adversely affect the Schedule “B” property and/or the building complex.
- L.** That the Purchaser/s shall not enclose the terrace/deck/balconies/utility areas if any under any circumstances without written consent of the Vendor/Developer and/or Agency/Association as and when it is formed.
- M.** That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building/tower as specified by the Vendor/Agency, without disturbing the inner beauty and outer elevation of the building. That the Purchaser/s shall in no way display any sign board on the outer portion of the building/tower thus affecting the elevation, design, color scheme, beauty of the building complex.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 15

- N.** That the Purchaser/s further covenant with the Vendor/Developer not to injure, harm or cause damage to any part of the building complex including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendor/Developer shall not be held responsible in any manner whatsoever.
- O.** That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building complex is in any way hindered or impeded with nor shall prevent the Vendor/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- P.** That the Purchaser/s shall permit entry at all reasonable times to the Vendor/Developer and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building's contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or safety of the building complex including the common portions and areas or any part or parts thereof.
- Q.** That the Purchaser/s agrees and covenants that the Vendor/Developer shall be at absolute liberty to sale the unsold part and portions of the Project as the case may be.
- R.** That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in manner

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 16

which may cause annoyance to the other occupiers/occupants of the said building complex.

- S. That if any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Schedule "B" property and appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchaser/s.
- T. That the Purchaser/s and all other persons deriving title under him/her/them shall and will at all times hereafter shall observe the restrictions/rules regarding the user of the Schedule "B" property and also the obligations set forth herein.

**4. THAT THE PURCHASER/S SHALL ALSO HAVE THE FOLLOWING RIGHTS IN RESPECT OF THE SAID UNIT/ SCHEDULE "B" PROPERTY:-**

- A. The Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule "B" property or let-out, lease-out the said property to whomsoever.
- B. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities of the Project.
- C. The Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 17

- D. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the Schedule "B" property 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 the said building, or any part of the land.
- E. The right of entry and passage for his/her/their employees, agents and visitors or workmen at all reasonable times after notice for the same have been served for the purpose of repairs or maintenance of the Schedule "B" property without causing disturbance as far as possible to the other Purchaser/s / occupiers and making good any damage caused.

**5. THE PURCHASER/S FURTHER AGREES AND UNDERTAKES NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-**

- A. Not to store /stock / bring into / keep in the said Schedule "A" / Schedule "B"/Unit/Property/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which have effect of doing so, either directly or through any of the Purchaser's agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the buildings complex.
- B. Not to damage, demolish or cause to be damaged or demolished the said Schedule "A"/Schedule "B"/Unit/Building Complex/Project or any part thereof or the fittings and fixtures or the common areas, utilities and facilities thereto.



DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 18

- C.** Not to obstruct the lobbies, entrance, stairways, pathways, common passages and keep them free for ingress and egress.
- D.** Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule “A” / Schedule “B”/Unit/Complex/Project or any part of the said building/s or caused increased premium payable in respect thereof of the said building/s or the complex, if insured.
- E.** Not to use the said Residential Flat other than the residential purpose.
- F.** Not to encroach upon any portion of the land or building/s carved out by the Vendor/Developer for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Vendor/Developer and/or Agency/Association acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- G.** That the Purchaser/s shall not put up or affix any board, name plate or other things or other similar articles including advertisements, signboards and neon signs in the common portions or outside walls of the Schedule “B” property or the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name board in the place as specified and prior approved by the Vendor. No radio or television aerial shall be attached to or hung from the exterior of the building.
- H.** No use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution save the battery operated inverter.

**6. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-**

- A.** That the Purchaser/s agrees and undertakes to co-operate with the Vendor/Agency at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor/Agency may require for the purposes of safeguarding the interest of the occupants of the said complex.
- B.** That the Purchaser/s shall be liable to pay taxes and fees that may be charged/imposed by any government authorities or statutory bodies, taxes such as GST, service tax duties, cess, fees, real estate taxes other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied imposed upon or claimed to be owed in any relevant jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule "B" property.
- C.** That the Purchaser/s shall keep the Schedule "B" property/ Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- D.** That the Purchaser/s shall always observe and perform all the rules and regulations which the vendor/company or agency or apex body or the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Units therein and for the

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 20

observance and performance of the building's rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the agency/association/apex body regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings as the case may be.

- E. That the Purchaser/s shall always co-operate with the Vendor/FMC/Agency/Association as may be and in the management and maintenance of the said Project/Complex.
- F. That the Purchaser/s undertakes that he/she/they/it shall form and become the member of FMC/Agency/Association as may be of the said Complex and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities and comply rules, as may be necessary for this purpose.
- G. That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the Schedule "B" property and not to do anything which have the effect of affecting the structural stability of the building and/or the complex.

**7. CLUB HOUSE:-**

- A. That the Purchasers of these presents by virtue of purchase of the Schedule "B" Property shall be deemed to have been the member of the said Club House.
- B. The Club Membership will not create any right, title, interest over and above the said Building Complex in anyway. It is stated that Club

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 21

Membership shall strictly mean and is restricted to the Club Membership only. It is further stated that Club House Membership shall consist of members who are the habitant/s of Ratna Heights and the Purchasers shall have no objection to the same.

- C. The Club House shall also include chargeable amenities and facilities, to which the Purchaser/s of these presents, shall have no free access at all.
- D. That the amenities such as Swimming Pool with Changing Room, Meditation cum Yoga Area, Outdoor Games, Gymnasium, Basketball Hoop, Multipurpose Court, etc. as envisaged herein are the property of the Club House only and shall always exclusively remain and form part of the Club House. In no case such amenities shall be construed otherwise.
- E. In case any annual or monthly maintenance is required for the smooth and regular functioning of the Club House, then the same shall be duly borne/paid by the Members of the Club House.
- F. The Club House shall make its own rules and bye laws, for the smooth running, functioning of the said Club House and the Purchaser/s herein shall be guided and binded by all such rules and bye laws and shall not any raise any objection to the same. That in case of default in payments of Club expenses/fees/subscriptions etc., by any of its members, then the said member/s, shall not be allowed to avail/enjoy the services of the said Club House, till the payments of such outstanding/dues amounts.

**8. MAINTENANCE :-**

- A. That the Purchaser/s further agree/s and consent/s to the appointment by the Vendor/Developer of any agency, firm, corporate body, organization

## DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 22

or any other person (Facility Management Company/ Maintenance Agency) to manage, upkeep and maintain the Schedule "B" property in the Project together with the building/s/structure/s, land and such other facilities including sewerage treatment plant, garbage, disposal system, etc. that the Vendor/Developer may require to install, operate and maintain, common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company/Agency shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Purchaser/s' proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company/Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/apex body/apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Vendor/Developer have or may have to enter into with the Facility Management Company/Agency. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendor/Developer to appoint the first Facility Management Company/Agency in the Project and post formation of the association/society/agency/apex body, as the case may be, the Vendor/Developer will novate the Facility Management Agreement ("FM Agreement") in favour of the association/society/apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company/Agency appointed by the Vendor/Developer or appoint a new Facility Management Company/Agency as it may deem fit. It is further expressly understood that the Vendor/Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association/apex body/apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company/Agency in the due course of such maintenance,

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 23

management and control of the Project and/or common areas, amenities and facilities thereto.

- B.** That the Purchaser/s shall be entitle to use and pay such proportionate charges for common facilities such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweepers, choukidar, security, garden maintenance, common electric bills, generator, lifts, etc. as will be determined by the Vendor/Facility Management Company/ Agency as the case may be.
- C.** Further the Purchaser/s also agrees to pay the necessary fees as may be determined by the Vendor/Facility Management Company/Agency. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendor/Facility Management Company/Agency, for the purposes of framing rules for management of the Building/structure/s and use of the Schedule “B” property by the Purchaser/s for ensuring safety and safeguarding the interest of the Vendor/Facility Management Company/Agency and other Purchaser/s of the Units in the Building/structure/s and the Purchaser/s also agrees and confirms not to raise any disputes/claims against the Vendor/Facility Management Company /Agency and other Purchaser/s of the Units in the Complex in this regard.
- 9.** That the Purchaser/s further agree/s and consent/s that in addition to the Maintenance charges, the Purchaser/s shall also pay/provide from time to time, as may be specified and demanded by the Vendor/Maintenance Agency to contribute to a ‘Replacement Fund’, which shall be utilized for the express object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the said Complex.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 24

10. That the Purchaser/s shall be entitled to pay maintenance charges for common facilities as will be determined by the Vendor/Facility Management Company/Agency/Association as may be. That the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
11. That in case the Purchaser/s makes default in payment of the proportionate share towards the said Maintenance Charges and the Common Expenses (described in the Schedule "C" given herein under) within time allowed by the Vendor/Facility Management Company/Agency/Association as may be, then the Purchaser/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendor/Facility Management Company/Agency or the Association acting at the relevant time for any loss or damage suffered by the Vendor/Facility Management Company/Agency/Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the Vendor/Authority/Agency/Association acting at such relevant time, shall be final and binding.
12. That all the standard firefighting equipments, lift facilities, etc. as envisaged herein have been installed in the said Project and the entire responsibility of maintaining the same including renewal of their licenses, etc., shall be of the occupants/owners/company/association/agency as may be of the said Project.
13. **GENERATOR :-**
  - A. That the Vendor/Developer have installed (Diesel Generator) D.G. set for power back up in all the Residential Units and for the lightning of the

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 25

common areas, car parking spaces and for the running of the common utilities of the said Complex.

- B.** In the event of power failure, the Vendor/Developer will provide power back up for the said Residential Units (of the load equivalent to the subscribed / allotted load of the said Units at the discretion of the Vendor) for which the Purchaser/s shall pay charges per K.W. (Kilowatt) of the load provided to the Purchaser/s subject to the discretion of the Vendor/ Facility Management Company/Agency as the case may be.
- C.** The Purchaser/s shall not be entitled to use any kind of portable or fixed generator set in the said units or in or around any area of the building/complex.
- D.** The load that the Vendor/Developer have set for all individual units shall remain unchanged irrespective of the load capacity of individual unit. The charges for the usage of load within the allotted capacity shall remain a decision or a part of maintenance under the Vendor/ Facility Management Company/Agency/Society as the case may be.
- E.** The Generator Charges shall be payable on and from the date of the Purchaser/s taking possession of the his/her/their respective units. The Vendor/Facility Management Company/ Agency or the Association acting at the relevant time shall raise every month the bills on the Purchaser/s for the Generator Charges, which will be payable by the Purchaser/s within seven days from the date of the Purchaser/s receiving the same. The Generator Charges shall be subject to change from time to time based on variation in costs of maintenance and other costs of the D.G. Set.
- F.** The D.G. set will be operated by the Vendor/Facility Management Company/Agency or the Association acting at the relevant time on



DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 26

commercial basis to ensure a reasonable return for the effort being made in respect of the operation of D.G. set.

- G. The running and maintenance costs and expenses of the D.G. set shall be borne by the Purchaser/s and shall be included in the maintenance costs/expenses.

- 14. PARKING :-** That it is clarified that allotted parking space will entitle the Purchaser/s the parking space only one light motor vehicle. In case transfer of Schedule “B” property, the parking space shall be transferred along with the Schedule “B” property. That the Purchaser/s may be allotted car parking anywhere in the said Complex in line with the sanction plan approved by the competent authority. The Purchaser/s agrees to use the car parking space only for parking his/her/their vehicle and not for any other purpose. Similarly, the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutcha or pucca constructions/structure, grilled wall or enclosure thereon or part thereof in the said car parking space. The Purchaser/s shall not park the vehicle on the pathways or common areas or open spaces of the said complex. Further the Purchaser/s shall co-operate with the other owner/s of the parking space and shall not park the car in such manner which may cause annoyance to the other owner/s of the parking space of the said building. However, in case of back to back parkings the Purchaser/s shall co-operate with the other co-owner/s as necessary.
- 15.** That the Vendor/Developer have made clear to the Purchaser/s that it may carry out lawful extensive developmental / construction activities in future in the entire area falling inside / outside the land beneath the building complex in which the Schedule “B” property is located and that the Purchaser/s has/have confirmed that he/she/they/it shall not raise any objections/claim in this regard.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 27

- 16.** That the Roof Top/Terrace of the said building/tower shall be common to all the residential owners/occupiers of the said building/tower. The access to the ultimate roof of the said building/ tower is common with the others Purchaser/s of the said building/ tower. But shall not be entitled to use the same for holding any cultural/social/functional program or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity. Provided in case of the installation of solar system for the common purpose the space from common roof top/terrace shall be used. Furthermore, no personal individual flat's air conditioning units or any other fixtures shall be installed in the common roof top/terrace except otherwise in case if any shall be with the proper written permission from the Vendor/Facility Management Company/ Agency/ Association as the case may be.
- 17.** That the Vendor/Maintenance Agency/Association as may be shall have rights of unrestricted access of all Common Areas in the Project for providing necessary maintenance services and to enter into the Units or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect if any.
- 18.** That it is clarified that the Vendor/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building/complex stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building/tower/complex dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 28

- 19.** That the said Multistoried Building/s Complex shall always be known as “RATNA HEIGHTS”. The copy right/ trade mark / property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendor/Developer and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.
- 20.** That all the Stamp Duty and Registration Fees for registration of these presents for the Schedule “B” property and GST as applicable have been paid and borne by the Purchaser/s.
- 21.** That the Purchaser/s shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However, if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/ undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
- 22.** That the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.
- 23.** The words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.
- 24.** That in case of conflict between the provision of the said Agreement of Sale and other documents executed between the Parties and this Deed then this Deed of Conveyance (Sale) shall override the provisions of the said

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 29

Agreement for Sale and any other prior agreement/s if any between the Parties hereto.

- 25.** That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the Parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building complex unless the same is first referred to Arbitration and the Arbitration have given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Ld. Court of Law at Jalpaiguri.

Continued to next page

**SCHEDULE "A"**  
**(DESCRIPTION OF THE PROJECT LAND)**

All that piece or parcel of **LAND** measuring **1.2356 ACRE**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. Plot No. 498** corresponding to **L.R. PLOT No. 91**, under **R.S. SHEET No. 8** corresponding to **L.R. SHEET No. 41**, Recorded in **R.S. Khatian No. 98/1**, **L.R. Khatian No. 255**, J.L. No. 2, Pargana Baikunthapur, within the jurisdiction of **WARD No. 41** of **Siliguri Municipal Corporation**, **Dr. Pareshmoni Road**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By the **North** ... Land of Pratap Gajmer, Dawa, Baira Gurung, Laxmi Ghatraj,  
Renu Sunar and Others,  
By the **South** ... 23 feet wide Pucca Road,  
By the **East** ... 30 feet wide Pucca Road,  
By the **West** ... Land of Sri Sarju Sharma and Smt. Nanda Kumari Chettri @  
Nanda Kumari.

Continued to next page

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 31

**SCHEDULE “B”**  
**(DESCRIPTION OF THE PROPERTY - HEREBY SOLD)**

**ALL** that Unit being a **RESIDENTIAL FLAT :-**

<b>PROJECT NAMED</b>	<b>RATNA HEIGHTS</b>
<b>RESIDENTIAL FLAT / UNIT No.</b>	
<b>TOWER No.</b>	
<b>FLAT SITUATED IN FLOOR</b>	<b>FLOOR</b>
<b>FLAT MEASURING RERA CARPET AREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)</b>	<b>SQUARE FEET SQUARE FEET SQUARE FEET</b>

**TOGETHER** with **PARKING SPACE** \_\_\_\_\_ **CAR** at an area measuring \_\_\_\_\_ **SQUARE FEET** at the Parking Space at \_\_\_\_\_ **Floor** of the Complex as marked and demarcated and **TOGETHER** with the undivided proportionate right/share in the **LAND** on which the building complex stands more particularly described in the **SCHEDULE “A”** given herein above.

Continued to next page

**SCHEDULE “C”**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/complex including the outer walls of the building complex.
2. All expenses for running and operating firefighting equipments, lifts, club house, swimming pool, community hall, etc. and all other equipment and installations, renewal of fire licenses, lifts licenses, etc. and others for common use/ utility including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building/s and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal tax, water tax, and other levies in respect of the premises and the building/s save those separately assessed in respect of any unit or on the Purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 33

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. Proportionate costs and installation charges and maintenance and running expenses of the generator.
11. All other expenses and/or outgoings as are incurred by the Vendor/Developer and/or the service organization for the common purposes.

**SCHEDULE "D"**  
**(COMMON PROVISIONS, UTILITIES AND FACILITIES)**

1. Stair cases and stair cases landings on all floors.
2. Automatic Elevators – Three numbers at each Tower.
3. Community Hall
4. Club House :-
  - a) Swimming Pool with Changing Room.
  - b) Meditation cum Yoga Area.
  - c) Outdoor Games.
  - d) Gymnasium.
  - e) Basketball Hoop.
  - f) Multipurpose Court.
5. Garden Deck.
6. Children Play Area.
7. Decorative Entrance Lobby.
8. Electric Car Charging.
9. Sit-Out.



DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 34

10. Landscaped Gardens.
11. Maintenance Facilities.
12. Security Guards Cabin.
13. CCTV Facilities.
14. Common entry of the building.
15. Roof Top/Terrace of the said building/tower.
16. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
17. Drainage and sewerage and soak well.
18. Toilets.
19. Fire Extinguisher Facility.
20. Rain Water Harvesting Tank.
21. Boundary walls and main gate.
22. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

**NOTE:-** Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Purchaser/s, Attorney of the Vendor and the Authorised Signatory of the Developer forming PART of these presents.

Continued to next page

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 35

**IN WITNESSES WHEREOF** the Attorney of the Vendor and the Authorised Signatory of the Developer herein do hereby in good health and sound conscious mind have put their respective seal and signature on these presents on the day month and year first above written.

**WITNESSES :-**

1.

The contents of this document have been gone through and understood Personally by the Purchaser/s, Vendor, and the Attorney herein.

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**VENDOR  
(REPRESENTED BY ATTORNEY)**

2.

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**DEVELOPER**

Drafted as per instructions of the parties, readover and explained to the parties and printed in my office:-

**ADVOCATE**

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 36

**MEMO OF RECEIPT**

**RECEIVED** from the within named Purchaser/s towards SALE of the within mentioned **Schedule “B”** Property.

Parameters	Amount (Rs.)
A. Sale Consideration	Rs.
B. Applicable Tax (GST)	Rs.
TOTAL PRICE (A+B)	Rs.

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**DEVELOPER**