

Deed of CONVEYANCE

THIS DEED OF CONVEYANCE (“**DEED**”) is made on this the _____ day of _____, 2025.

One Residential Flat measuring Sq.ft. (Rera Carpet Area), sq ft (Super-built up area) in the Floor in Tower No. _____ of the B+G+VII storied building along with _____ Parking Space measuring _____ Sq.ft. in the _____ Floor of the said building complex along with a proportionate undivided share in the land on which the same stands.

BUILDING NAME	KRISHNA HEIGHTS
RERA REGISTRATION NO.	
OWNER/PROMOTER	MAA KAMAKHYA DEVELOPERS
PURCHASER	
FLAT AREA	
PARKING AREA	
R.S. PLOT NO.	91 & 92
L.R. PLOT NO.	262, 263, 271 & 272
R.S. KHATIAN NO.	2/4
L.R. KHATIAN NO.	269
MOUZA	Kharia
J.L. NO.	07
R.S. SHEET NO.	13
L.R. SHEET NO.	81
POST OFFICE & A.D.S.R.O.	Jalpaiguri
POLICE STATION	Kotwali
JALPAIGURI MUNICIPALITY WARD NO.	25
DISTRICT	Jalpaiguri
CONSIDERATION VALUE	_____

BY AND BETWEEN

MAA KAMAKHYA DEVELOPERS, (PAN: ABQFM1358L), a partnership firm (Registration number- ICEO112023002531), having its office situated at C/o Ashok Jindal, Beguntary More, Post Office: Jalpaiguri, Police Station: Kotwali, District: Jalpaiguri, PIN- 735101, West Bengal, India, represented by its **Authorized Signatory and Partner**, _____ (PAN: _____), (Aadhaar No. _____), son of _____ by occupation, residing at _____,

hereinafter referred to as the **"Owner/Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns).

AND

Mr./Ms. _____ (PAN: _____) (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN: _____; and (2) Mr./Ms. _____ (PAN: _____) (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by faith: _____, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN: _____, hereinafter referred to as the **"Purchaser"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns);

The Owner/Promoter and the Purchaser shall hereinafter collectively be referred to as the **"PARTIES"** and individually as a **"PARTY"**.

WHEREAS:

- A (i) THAT the Owner/ Promoter above named acquired the ownership with possession over a plot of land measuring 213.07 (Two One Three Point Zero Seven] Decimals by purchasing the same for valuable consideration and free from all encumbrances from: **(1) Basbhum Builders & Promoters Private Limited**, a company registered under the provisions of the Companies Act having its registered office situated at 41, PC Sarkar Sarani, Post Office and Police Station: Gariahat, District: Kolkata [West Bengal] PIN: 700019 represented through one of its director and authorised signatory, namely Sri Sankar Sarkar son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office: Rajpur, Police Station: Sonarpur, District: South 24 Pargana PIN: 700149; **(2) Silver Bay Hotels and Resorts Private Limited**, a company registered under the provisions of the Companies Act having its registered office situated at 41, PC Sarkar Sarani, Post Office and Police Station: Gariahat, District: Kolkata [West Bengal] PIN: 700019 represented through one of its director and authorised signatory, namely Sri Sankar Sarkar son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office Rajpur, Police Station: Sonarpur,

District: South 24 Pargana, PIN: 700 149; and **(3) Sri Sankar Sarkar**, son of Late Gopal Chandra Sarkar, resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office Rajpur, Police Station: Sonarpur, District: South 24 Pargana, PIN: 700149, by virtue of a Deed of Conveyance executed on 28th day of October, 2021 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 0701-2021, Page from 93523 to 93556, being No. 070103985 for the year 2021;

- (ii) ADDITIONALLY, the Owner/ Promoter above named also acquired the ownership with possession over one another plot of land measuring 165.4 (One Six Five Point Four) Decimals by purchasing the same for valuable consideration and free from all encumbrances from: **(1) Sri Sankar Sarkar**, Son of Late Gopal Chandra Sarkar; and **(2) Sri Sanjib Sarkar**, Son of Sri Sankar Sarkar, both resident of Rakhalghose Road, Nandan Rajpur, Sonarpur, Post Office: Rajpur, Police Station: Sonarpur, District: South 24 Pargana, PIN: 700149 by virtue of a Deed of Conveyance executed on 28th day of October, 2021 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, Volume No. 0701-2021, Page from 93584 to 93610, being No. 070103986 for the year 2021;
- (iii) THAT the above named Basbhumii Builders & Promoters Private Limited previously acquired the ownership with possession the said plots of land measuring 4.98 Bighas or 99.60 Kathas (from and out of the aforesaid 213.07 Decimals appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar; (5) Sri Sarojit Majumdar, Son of Late Ranjit Kishore Majumdar; (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all resident of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal], by virtue of a Deed of Sale executed on 20th day of April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 606 to 624, being No. 01841 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];

- (iv) AND that the above named Silver Bay Hotels and Resorts Private Limited, previously acquired the ownership with possession over a portion of the said plots of land measuring 3.70 Bighas or 74 Kathas (from and out of the aforesaid 213.07 Decimals, appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 625 to 642, being No. 01842 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];
- (v) AND that the above-named Sri Sankar Sarkar previously acquired the ownership with possession over plots of land measuring 4.454 Bighas or 89.08 Kathas (from and out of the aforesaid 213.07 Decimals, appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri, West Bengal) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th day of April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 643 to 660, being No. 01843 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri

Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];

- (vi) AND that the above-named Sri Sanjib Sarkar previously acquired the ownership with possession over a plots of land measuring 4.422 Bighas or 88.44 Kathas (appertaining to RS Plot No. 91 and 92 as recorded in RS Khatian No. 2/4 of Mouza Kharia, within PS Kotwali, District: Jalpaiguri [West Bengal]) for valuable consideration from: (1) Sri Satyajit Majumdar Son of Late Ranjit Kishore Majumdar; (2) Smt. Mamta Roy, Wife of Sri Birja Mohan Roy; (3) Smt. Aaplana Dutta, Wife of Sri Keshav Dutta; (4) Smt. Shobharani Majumdar, Wife of Late Rajnit Kishore Majumdar, (5) Sri Sarojit Majumdar Son of Late Ranjit Kishore Majumdar, (6) Sri Biswajit Majumdar, Son of Late Ranjit Kishore Majumdar, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri, West Bengal, by virtue of a Deed of Sale executed on 20th day of April 2012 and registered at the office of the Additional District Sub Registrar, Jalpaiguri in Book No. I, CD Volume No. 5, Page from 661 to 678, being No. 01844 for the year 2012. For completeness, it is stated that the above-named vendors named in Sl. Nos. 1 to 4 were represented through their constituted attorney namely Sri Sarojit Sarkar and was duly confirmed by the confirming parties namely: (1) Sri Ashutosh Majumdar Son of Late Shyam Kishore Majumdar; (2) Sri Abhijit Majumdar Son of Late Ashutosh Majumdar; (3) Sri Arijit Majumdar, Son of Late Ashutosh Majumdar; (4) Smt. Anjana Sen (Majumdar) Wife of Sri Pradip Kumar Sen; and (5) Smt. Jhumur Paul Choudhury (Majumdar), Wife of Sri Debatosh Paul Choudhury, all residents of Pandapara, Congress Para, Post Office, Police Station & District: Jalpaiguri [West Bengal];
- (vii) THAT in view of the above, the Owner/ Promoter above named is the absolute owner and in possession of the said plots of land measuring 3.7847 acres of land in Mouza Kharia, Post Office and District: Jalpaiguri within Police Station: Kotwali, West Bengal and continues to have absolute permanent heritable and transferable right, title, interest and possession therein and that the said plots of land/properties are free from all encumbrances and charges whatsoever;
- (viii) THAT soon after purchasing the said plots of land, the Owner/ Promoter got the said plots of land mutated in its favour in the records of the Land Department, that is at the office of the Block Land & Land Reforms Officer, Sadar, Jalpaiguri and one LR Khatian being No. 269 in respect of LR Plot Nos. 235, 236, 259, 260, 261, 263, 271 and 272 (Nine Numbers of plots of land) for total 3.7847 Acres of land under JL No. 07 Mouza Kharia, within Post Office and District: Jalpaiguri, Police Station: Kotwali, was opened in the name of the vendor above named;
- (ix) THAT subsequently the Owner/ Promoter above named arranged to get the conversion of classification of the said plots of land, from Dahala to Housing Complex and that the classification of the said plots of land measuring 3.7847

Acres of land was also allowed to be changed/converted vide application dated: 22.11.2021 of the vendor above named as per Letter/Memo No. 305/LMS-II/DLLRO/JAL/21 of dated: 10.12.21 vide Case No. CN/2021/0702/757 under Section 4C of the West Bengal Land Reforms Act, 1955 as amended up to date with the provisions of Rule 5A of the West Bengal Land Reforms Rules, 1965;

- (x) THAT the Owner/ Promoter above named had/has also arranged to get the mutation of the holding in its name in the Municipal Assessment Registered bearing Holding No. 52/51/106. of Netaji Para, Ward No. 25 of Jalpaiguri Municipality, Jalpaiguri [West Bengal];
 - (xi) THAT the Owner/ Promoter above named has also obtained Building Permit vide Building Permit Number SWS-OBPAS/0502/2024/0042 of dated 03.01.2025 from the office of Jalpaiguri Municipality, Jalpaiguri pursuant to its application dated 24.01.2024;
- B. The Owner/Promoter is developing a building complex, christened as "**KRISHNA HEIGHTS**", comprising two residential buildings with allied facilities (hereinafter collectively referred to as the "**Project**") on a portion of the land acquired by the Owner/Promoter as mentioned in **Clauses (i) and (ii)** of Paragraph A above.

The said portion of land, on which the Project is being developed, shall hereinafter be referred to as the "**Project Land**", and is **forming part of the larger land measuring 378.47 decimals or 3.7847 acres**. The Project Land is more fully described in **Part-I of Schedule-"A"** herein and is delineated by a RED boundary line in the Map/Plan annexed hereto and marked as **Annexure- "I"**.

The Project comprises of: two residential buildings (comprising of seven floors each) known as Tower 1 and 2 respectively and various common facilities and amenities, which are dedicated to and intended for use and enjoyment in common by all the Purchaser/s of the Project. These areas, amenities, and facilities are more particularly described in Schedule-"C" (hereinafter referred to as the "Project Common Areas").

The Owner/Promoter has obtained from Jalpaiguri Municipality the final layout plan and approvals for the Project which is an integrated and composite single layout and building plan (having Building Permit No. SWS-OBPAS/0502/2024/0042), dated 03.02.2025, sanctioned for the Project Land. The Owner/Promoter agrees and undertakes that they will not make any changes to the layout plans pertaining to the Project except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.

The Project has been registered as a separate real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the "Act") with the West Bengal Real Estate (Regulation and Development) Authority ("Authority") at _____ under Registration No. _____.

- C. The Purchaser had applied for an apartment in Building/Tower ____ of the Project vide Application No. _____, dated _____, and has been allotted a residential Apartment No. _____, having carpet area of _____ Square Feet [corresponding to super built-up area of _____ Square Feet, more or less] Type _____ altogether located on _____ floor in Tower No. _____ within the Project TOGETHER WITH exclusive right to park vehicle in Number of _____ parking space, measuring _____ Square Feet, as permissible under the applicable law, AND TOGETHER WITH AND TO the pro rata undivided, impartible and variable share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act, parts, portions, installations, and facilities of the Project in common with the remaining purchasers of the Project and the Owner/Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the “Project Common Areas”), more particularly described in Schedule-“C” hereto (hereinafter collectively referred to as the “Apartment”), more particularly described in Schedule-“B”. The Apartment is delineated in RED border on the floor plan annexed hereto and marked as Annexure-‘II’. The Parking Space(s) is/are delineated in GREEN border on the plan/map annexed hereto and marked as Annexure-“III”.
- D. By an allotment letter dated _____ (“Allotment Letter”), the Owner/Promoter had allotted the Apartment, and the Purchaser accepted such allotment for a total price of Rs. _____/- (Rupees _____ only) (“Total Price”), and on the terms and conditions as mentioned therein, with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations, subject to the terms and conditions contained in the application form and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed of Conveyance and in case of any contradiction, the terms contained in this Deed of Conveyance shall prevail.
- E. By an Agreement for Sale dated _____, (hereinafter referred to as the “Agreement for Sale”), the Owner/Promoter agreed to sell, transfer and convey, and the Purchaser agreed to purchase, the Apartment with all rights, title, interest, and the properties appurtenant thereto for the Total Price and on the terms and conditions as mentioned therein, with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations.
- G. The Purchaser has from time to time paid the Total Price as mutually agreed and recorded in the Agreement for Sale.
- H. The Owner/Promoter called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment, and pursuant thereto, the Purchaser has taken possession of the Apartment to the Purchaser’s full satisfaction.
- I. Before taking possession of the Apartment, the Purchaser has:
- (a) seen and examined the specifications, components of the Project Common Areas and the specifications, amenities and facilities, more particularly

described in Schedule-“C” hereto, which had been approved by the competent authority, as also the manner of construction thereof, and has fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter concerning the same;

- (b) satisfied itself about the title of the Owner/Promoter to the Project Land and the documents relating to the title of the Project Land, the right of the Owner/Promoter, the plan of the Project, the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser;
- (c) caused necessary due diligence and satisfied himself/itself about the (i) rights of the Owner/Promoter and (ii) right and interest of the Promoter in respect of the Project Land and all legal incidents and matters in relation thereto.

J. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant, transfer, and conveyance by sale of the Apartment by the Owner/Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE and TRANSFER BY SALE:

- 1.1. In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid, observed and performed, the Owner/Promoter hereby sells, transfers and conveys to the Purchaser the residential Apartment No. _____, having carpet area of _____ Square Feet), along with an exclusive balcony area of _____ Square Feet), more or less.
- 1.2. Unless contrary to the context, the capitalised term ‘Apartment’ (defined above) wherever used in this Deed of Conveyance shall include all the properties and rights mentioned in Clause C hereinabove, which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3. It is expressly clarified herein, in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

- 1.4. The Purchaser shall use and enjoy the Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default, violation and without creating any hindrance relating to the rights of any other purchaser/s and/or of the Owner/Promoter.
- 1.5. The Purchaser shall be entitled TO HAVE AND TO HOLD the Apartment hereby granted, sold, conveyed, transferred, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of the Owner/Promoter and any other purchaser in the Project and/or the other buildings comprised in the Project.
- 1.6. The sale of the Apartment is together with and always subject to the easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants of this Deed of Conveyance, which shall be covenants running with the Apartment.

2. MAINTENANCE OF THE PROJECT COMMON AREAS AND THE COMMON FACILITIES:

- 2.1. The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers.
- 2.2. The upkeep and maintenance of the Project Common Areas and Amenities shall be looked after by the Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments.
- 2.3. The Purchaser further agrees that, during the period commencing from the date of handing over possession of the Apartment and continuing until the formal constitution of the Apartment Owners' Association, the Owner/Promoter shall provide maintenance services for the Project, including upkeep of the common areas and amenities. The Purchaser shall be liable to pay such maintenance charges as determined and demanded by the Owner/Promoter during this interim maintenance period. The Purchaser shall not withhold or delay payment of such maintenance charges on the ground that the Apartment Owners' Association has not yet been formed.
- 2.4. That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

3. THE OWNER/PROMOTER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 3.1. The Owner/Promoter has absolute, clear, and marketable title with respect to the Project Land;
- 3.2. The Owner/Promoter has requisite rights to carry out development upon the Project Land and absolute, actual, physical, and legal possession of the Project Land for developing the Project;
- 3.3. The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 3.4. There are no encumbrances upon the Project Land, except mortgage and hypothecation created for the development of the Project, if any;
- 3.5. The Owner/Promoter shall remain in compliance, to the extent as required under applicable laws, in relation to the Project, the Project Land, the building(s), the Apartment, and the Project Common Areas;
- 3.6. The Owner/Promoter has the right to enter into this Deed of Conveyance and has not committed or omitted to perform any act or thing whereby the right, title, and interest of the Purchaser created herein may be prejudicially affected;
- 3.7. Other than the Application, Allotment Letter, and the said Agreement, the Owner/Promoter has not entered into any agreement for sale and/or agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Apartment, which will in any manner affect the rights of the Purchaser under this Deed of Conveyance;
- 3.8. The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- 3.9. The Project Land is not the subject of any HUF, and no part thereof is owned by any minor and/or no minor has any right, title, or claim over the Project Land;
- 3.10. The Owner/Promoter, as the case may be, has duly paid and shall continue to pay to the competent authority and discharge all government dues, rates, charges, taxes, and other monies, levies, impositions, premiums, damages, and/or penalties and other outgoings whatsoever payable with respect to the Apartment and the Tower/Building/Project (as the case may be) till the deemed date of possession in terms of the notice for possession issued by the Owner/Promoter after getting Completion Certificate/Block-wise CC/Occupancy Certificate/Partial Occupancy Certificate (by whatever name it is called) from the authority;
- 3.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land;

- 3.12. The Owner/Promoter has paid all outgoings before transferring the physical possession of the Apartment to the Purchaser, which it has collected from the purchaser/s of the Project, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks, and financial institutions, which are related to the Apartment/Project, as the case may be);
- 3.13. The Owner/Promoter has developed the Project in accordance with the Project Plan and the rules, regulations, bye-laws, FAR, and other such provisions made applicable by the authorities having jurisdiction over the Project and has not made any variation/alteration/modification in the Project Plan, other than in the manner provided under the Act;
- 3.14. The Owner/Promoter hereby records and acknowledges the receipt of Rs. _____/- (Rupees _____ only) towards the Total Price reserved herein. The details of the payment so received have been set out in the Memo of Consideration annexed herewith to this Deed of Conveyance;
- 3.15. The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions, and covenants herein contained and on its part to be paid, performed, and observed, shall hold and enjoy the right, title, and interest in the Apartment along with the irrevocable non-exclusive right to use the Project Common Areas and facilities without any interruption, hindrance, disturbance, or obstruction by the Owner/Promoter or any person claiming through, under, or in trust for the Owner/Promoter;
- 3.16. The Owner/Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment unto and in favour of the Purchaser;
- 3.17. The Owner/Promoter further covenants that the Project Common Areas shall be dedicated to and available only for use and enjoyment of the purchasers of the Project and the Owner/Promoter (for unallotted apartments) comprised in the Project.

4. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER/PROMOTER AS FOLLOWS:

- 4.1. The Purchaser shall observe and perform all the terms, covenants, and conditions in respect of the Project as well as Project Common Areas.
- 4.2. The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants in the Project.
- 4.3. The Purchaser shall indemnify and keep indemnified the Owner/Promoter against any loss, costs, charges, and expenses that it may suffer or incur on account of breach of

any law, rules, and regulations of the Government or any local authority, or breach of any term or covenant of the Deed of Conveyance or of these presents.

- 4.4. The Purchaser shall observe and perform all the terms, covenants, and conditions contained in this Deed of Conveyance to the extent and so far as they are applicable to the Apartment, as if they were incorporated in these presents, and shall not commit breach of or do any act contrary to any of the terms, covenants, and conditions stated therein.
- 4.5. The Purchaser shall, from the deemed date of possession, pay and discharge in entirety or proportionately (as the case may be) all existing and future municipal/panchayat rates, taxes, land revenues, assessments, impositions, and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever, which now are or in the future shall be imposed or charged upon the Apartment and/or the Project, and which may be assessed, charged, or imposed upon either the Promoter or the Purchaser or occupier thereof, whether in respect of the Apartment or the Project, in accordance with the provisions of relevant laws.
- 4.6. The Purchaser shall, from the deemed date of possession, comply with all applicable laws, rules and regulations, notifications, and circulars for the construction, use, enjoyment, and possession of the Apartment and the Project, including but not limited to the sanctioned plan, and shall be solely liable for all breaches and/or defaults in compliance thereof, and shall keep the Owner/Promoter saved, harmless, and indemnified for all losses, claims, and demands which the Owner/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 4.7. The Purchaser shall, from the deemed date of possession, make regular payments for consumption of electricity, water, and other services and/or utilities supplied to or obtained for the Apartment and/or the Project, and shall keep the Owner/Promoter saved, harmless, and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.
- 4.8. The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 4.9. The Purchaser shall not amalgamate, sub-divide, or partition the Apartment or any part thereof with any other apartment or apartments within the Project without getting necessary approval from the concerned statutory authority(ies).
- 4.10. The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or any part thereof, any hazardous, inflammable, combustible, or explosive substance or any hide, skin, or other articles likely to injure or damage the Apartment and/or the other structures constructed on the Project Land, and shall not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in any way.

- 4.11. The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and Facilities, the Maintenance Charges, electricity charges, and all levies, duties, charges, surcharges, rates, taxes, and outgoings including GST, betterment and/or development charges under any statute, rule, or regulation.
- 4.12. The Purchaser/s shall be liable to pay their proportionate share towards the common expenses (as described in Schedule-“D” hereinafter) within the time allowed by the Owner/Promoter or the Apartment Owners Association. In the event of any default in such payment, the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part thereof, compoundable for the period of default, on all amounts remaining unpaid together with such dues and arrears. The Purchaser/s shall also be liable to compensate the Owner/Promoter or the Association acting at the relevant time for any loss or damage suffered by the Owner/Promoter or the Association as a consequence thereof.
- 4.13. The Purchaser shall not, for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference, or objection in any manner relating to or concerning the completion of the construction undertaken/ to be undertaken outside of the Project Land.
- 4.14. The Purchaser shall on his/her own get the Apartment mutated in his/her name and/or separately assessed by the Office of the B.L.&L.R.O. and Jalpaiguri Municipality.
- 4.15. The Purchaser shall, from the deemed date of possession, pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance, even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 4.16. The Purchaser shall, after the deemed date of possession or after taking physical possession (as the case may be), be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the respective building(s), or the Apartment, or the staircases, lifts, common passages, corridors, or the Project, which may be in violation of any laws or rules of any authority, or change or alter or make additions to the Apartment, and shall keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition, and ensure that the support, shelter, etc., of the respective building(s) is/are not in any way damaged or jeopardized.
- 4.17. The Purchaser shall not put any signboard/nameplate, neon light, publicity material, or advertisement material, etc., on the face/facade of their respective building(s) or anywhere on the exterior or the common areas of the respective building(s) and/or any other remaining buildings comprised in the Project. The Purchaser shall also not change the colour scheme of the outer walls or the walls facing common areas or painting of

the exterior side of the windows or carry out any change in the exterior elevation or design of the respective building(s).

- 4.18. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 4.19. The Purchaser shall have no objection if the other owners/occupants of the flat in another block/tower in the said complex uses the parking facility in the block/tower in which the purchaser of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Owner/Promoter.
- 4.20. The Purchaser understands that the building/infrastructure and/or amenities and facilities comprised within the buildings of the Project have been constructed on the basis of sanction sanctioned on the Project Land as described above and the said plan is impartible and indivisible, subject to modifications/revisions to the extent as may be permitted under the applicable law. During construction of the Project or thereafter, if Floor Area Ratio (FAR) in respect of the Project Land granted by the Municipal Corporation is increased or there is any unutilised or balance available FAR in the existing sanctioned building plan duly approved by the Authority, the Owner/Promoter shall be entitled to use the same in the manner as may be decided by the Owner/Promoter. The Purchaser understands that in such a situation, where the Owner/Promoter decides to use the increased FAR, its undivided indivisible interest and share in the Project Land will stand varied accordingly.

5. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:

- 5.1. Any relaxation and indulgence granted by the Owner/Promoter to the Purchaser shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Conveyance.
- 5.2. The failure of the Owner/Promoter to enforce in any one or more instance(s), the performance of any of the terms covenants and conditions of these presents on the Purchaser shall not be construed as a waiver of relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Conveyance or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed of Conveyance executed by both parties hereto.
- 5.3. The Project Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in Schedule-“C”, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Purchaser in common with the Promoter (for the unallotted apartments and parking

spaces) all the other purchasers/lawful occupants of other apartments and parking spaces comprised in the Project.

- 5.4. The Apartment along with Parking Space, if any, shall be treated as a single indivisible unit for all purposes. The Purchaser shall not use the Parking Space allotted him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same shall be not expressly mentioned in any future conveyances or instrument of transfer.
- 5.5. The Purchaser will obtain his/her/their own independent electric connection with respect to the Apartment from concerned department (W.B.S.E.D.C.L.) directly. The Purchaser shall pay the applicable connection charges and as well as electric consumption bills pertaining to his/her/their Apartment and the Owner/Promoter shall have no responsibility or liability in this respect.

6. DEFECT LIABILITY:

- 6.1. In case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application and Allotment Letter relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act PROVIDED HOWEVER THAT that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner/Promoter.
- 6.2. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/Promoter shall be relieved of its obligations and the Purchaser shall not be entitled to any cost or compensation in respect thereof.
- 6.3. It is specifically agreed that the responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:
 - misuse or negligent use;
 - unauthorized modifications or repairs done by the Purchaser(s) or its nominee(s)/agent(s);

- cases of force majeure;
 - failure to maintain the amenities/equipment/s and accidents.
- 6.4. It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Apartment and the Project Common Areas and amenities and facilities wherever applicable. The Purchaser has been made aware and the Purchaser also expressly agreed that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 6.5. The Purchaser also agrees and confirms that the decision of the Owner's/Promoter's architect shall be final in deciding on whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

7. POSSESSION:

At or before the execution of this Deed of Conveyance, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Owner/Promoter in the Apartment, the schedule property, the construction, the quality and specifications thereof and the area of the Apartment, the workmanship, the quality of material and construction standards, the safety measures, provisions have been made for the safety and security of the occupants and the provisions for use of Apartment developed in the Project Common Areas and amenities and facilities of the said Project and their use and nature. Simultaneously with the execution, acceptance and registration of this Deed of Conveyance, has actually, peacefully, satisfactorily and physically taken possession of the Apartment, has been handed over by the Owner/Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

8. DISCLAIMERS AND DISCLOSURES:

- (i) That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building except the battery-operated inverter.
- (ii) Podium level apartments having right to exclusively use the "open to sky spaces" (in case exclusive use has been provided to the Purchaser in their agreement). There are few apartments in the Project which have exclusive 'Open to Sky' terrace areas having upper-level occupants thereto. The Purchaser

has agreed and understood that such open terrace areas cannot be covered with temporary sheeting or by other means by the purchaser of any such apartment.

- (iii) The Owner/Promoter shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same. The purchaser/s shall have no objection to it but can only use the same for maintenance of the building.
- (iv) The Owner/Promoter shall have the irrevocable right, at all times and subject to applicable laws and regulations, to utilize the common areas of the Project—including, without limitation, the lobby, lifts, roof, and other common facilities—for advertising, hoardings, signage, and promotional activities relating to the Project or any other ventures of the Owner/Promoter. The Purchaser hereby expressly consents to such use and unconditionally waives any objections, claims, or disputes relating thereto against the Owner/Promoter. Such use shall not unreasonably interfere with the peaceful enjoyment of the common areas by the Purchaser and shall comply with all relevant safety and municipal regulations.
- (v) The Owner/Promoter informs the Purchaser that certain construction activities may continue on lands adjacent to and surrounding the Project land, which may cause unavoidable inconvenience such as noise or movement of vehicles. The Purchaser/s understands and accepts such disturbances and agrees that the Owner/Promoter shall not be responsible for any inconvenience arising from construction activities on these adjacent or surrounding lands.

9. ARBITRATION AND DISPUTE RESOLUTION

The matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Owner/Promoter and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Jalpaiguri.

10. MISCELLANEOUS:

- 9.1. All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed of Conveyance shall be borne and paid by the Purchaser.
- 9.2. The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Association attributable to the Project Land in proportion to the Project Land to the Association as per the terms of this Deed of Conveyance or the directions of the competent authority under real estate law or any other local law, as may be applicable.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

SCHEDULE–“A”

[Project Land]

All that land measuring 1.425 Acres (5770.11 Sq. Mt.), more or less, appertaining to R.S. Plot No. 91 & 92, corresponding to L.R. Plot No. 262, 263, 271 & 272, recorded in R.S. Khatian No. 2/4, corresponding to L.R. Khatian No. 269, situated at Mouza – Kharia, Pargana-Baikunthapur, under R.S. Sheet No. 13, corresponding to L.R. Sheet No. 81 and situated at Municipal Premises/Holding No. 52/51/106., Netaji Para, Jalpaiguri, PIN-735101, under Jalpaiguri Municipality, Ward No. 25, Police Station - Kotwali, Post Office & District – Jalpaiguri in the state of West Bengal, Road Name- Ashalata Basu Sarani, Road Zone- Ward No. 25 to Ward No. 25, and shown & demarcated in RED border on the Map/Plan annexed hereto and marked as Annexure-“I” and butted and bounded as follows:

NORTH: Land of Maa Kamakhya Developers

WEST: Boundary Wall and 15ft. Wide Non-Metal Road thereafter

SOUTH: Boundary Wall and 15ft. Wide Non-Metal Road thereafter

EAST: Land of Maa Kamakhya Developers

SCHEDULE–“B”

[APARTMENT]

ALL THAT residential Apartment No. _____, having **carpet area of** _____ **Square Feet** (corresponding to **super built-up area of** _____ **Square Feet**), along with an exclusive **balcony area of** _____ **Feet** more or less (corresponding to **super built-up area of** _____ **Square Feet**), **Type** _____, with _____ flooring, located on _____ **floor in Tower No.** _____, within the Project “KRISHNA HEIGHTS”, **TOGETHER WITH** exclusive right to park vehicle in ____ **Number** of parking spaces, measuring _____ **Square Feet** more or less, as permissible under the applicable law which shall be earmarked, identified and allotted by the Owner/Promoter at a later date through issuance of an allotment letter in terms of this Agreement **AND TOGETHER WITH** the pro rata undivided, impartible and variable share in the Project Common Areas, parts, portions, installation and facilities of the Project in common with the remaining purchasers/lawful occupants of Project and the Owner/Promoter in respect of the unallotted apartments in the Project, more particularly described in **SCHEDULE–“C”**, hereto. The Apartment along with the exclusive balcony(ies) is/are delineated in **RED** border on the Floor Plan of Tower/Block No. _____ (_____) annexed hereto and marked as **Annexure–‘II’** hereto. The Parking Space(s) is/are delineated in **GREEN** border on the plan/map annexed hereto and marked as **Annexure–‘III’** and the Apartment is butted & bounded as follows:

SCHEDULE-“C”

[PROJECT COMMON AREAS]

1. Common driveway/road in the Project;
2. Entry & Exit Ramps;
3. Fire Fighting System
4. Electrical meter room;
5. Staircase, lift access and lobby on all floors;
6. Common entry on ground floor;
7. Water pump, water tank, water pipes & common plumbing installation
8. Drainage and Sewerage
9. Sewerage Treatment Plant area;
10. Ultimate Roof area;
11. Swimming Pool
12. Gymnasium
13. Community Hall

SCHEDULE – “D”

[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 including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator 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 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 (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
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. All other expenses and/or outgoings as are incurred by the Owner/Promoter and/or the service organisation for the common purposes.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at **Jalpaiguri** in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/PROMOTER:**

**MAA KAMAKHYA DEVELOPERS
(AUTHORISED SIGNATORY)**

Name: _____

Address: _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASER:**

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

AT _____ on _____ in the presence of:

WITNESSES:

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Drafted and Prepared by:

MEMORANDUM OF CONSIDERATION

The Owner/Promoter acknowledge to have received the following amounts from the Purchaser/s in full and to their satisfaction as Total Price for the Apartment:

Sl. No.	Date	Cheque No. / RTGS/ NEFT	Amount