

DRAFT COPY  
SALE DEED OF RESIDENTIAL UNIT

DESCRIPTION OF FLAT / UNIT HEREBY SOLD

CONSIDERATION	Rs. ____ /-(Rupees ____ only)
NAME OF THE PROJECT	"Mayfair Majestic"
AREA OF FLAT / UNIT	____ Sq.ft. carpet area and ____ Sq.Ft. total balcony area (____ Sq.ft. super built up area)
FLAT / UNIT NO.	" ____ "
BLOCK	BLOCK " ____ " also named as Block " ____ "
FLOOR	____
R.S. PLOT NO.	312 (part)
L.R.PLOT.NO.	185 (part)
R.S. KHATIAN NO.	602/2
L.R. KHATIAN NO.	449
J.L.NO.	2
MOUZA	Dabgram
PARGANA	Baikunthapur
GRAM PANCHAYAT	Dabgram - II
P.S.	Bhaktinagar
DISTRICT	Jalpaiguri

KRM DEVELOPERS  
Partner

For & On behalf of Dr. Krishna Agarwal  
As a Solicitor/Attorney  
KRM DEVELOPERS  
Partner

CONVEYANCE DEED

THIS CONVEYANCE DEED ("Deed") is made and executed at Siliguri on this [•] day of [•]  
Two thousand and [•]

**By and Between**

**M/S KRM DEVELOPERS**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at C/O SandeepG Realestate, 2<sup>nd</sup> Floor, G – 0214, Office Block, City Centre, Matigara- 734010 , (PAN – AAFPK0295G ), represented by its authorized Partner Sri Sandeep Goyal (Aadhar no. 681921713117) (PAN – ADCPG1754E ), S/O Sri Shree Bhagwan Goyal aged about 44 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S. Siliguri, District Darjeeling, West Bengal, PIN – 734001, presently residing at Flat No. 11/A, Block 4, Lumina Apartment, Uttarayan, Matigara, Siliguri, District Darjeeling, West Bengal, PIN – 734010, authorized vide Letter of Authorization dated 12.04.2023 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **"FIRST PART / DEVELOPER / PART LAND OWNER / PROMOTER"**

KRM DEV  
Partners  
For & On behalf of Dr. Krishna Agarwal  
AS KRM DEVELOPERS ATTORNEY  
Partners

**AND**

**Dr. KRISHNA AGARWAL (PAN- ACMPA4047M) (AADHAR NO. 2557 9481 5748)** Wife Of Dr. Rajendra Kumar Agarwal, Hindu by religion, Indian by Citizenship. Doctor by Profession, resident of C/O Sunrise Nursing Home, Ashram Para, P.O & P.S – Siliguri, District – Darjeeling, West Bengal, PIN-734001 represented by **SRI SANDEEP GOYAL** (Aadhar no. 681921713117) (PAN – ADCPG1754E ). S/O Sri Shree Bhagwan Goyal aged about 44 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S.

Siliguri, District Darjeeling, West Bengal, PIN – 734001, presently residing at Flat No. 11/B, Block 4, Lumina Apartment, Uttorayan, Matigara, Siliguri, District Darjeeling, West Bengal, PIN – 734010, who is the true and LAWFUL ATTORNEY, in fact and at law, for and on behalf of our said Firm, M/S KRM DEVELOPERS, by virtue of General Power of Attorney executed by Dr. Krishna Agarwal in favour of Sri Sandeep Goyal registered in the office of the Additional District Sub Registrar, Bhaktinagar, Dist. – Jalpaiguri, duly registered in Book – 1, Volume Number 0711 – 2023, page from 58161 to 58181 dated 17.04.2023 ----- hereinafter referred to as the LAND OWNER and/or OWNERS represented (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the “SECOND PART /PART LAND OWNER”

KRM DEVELOPERS  
Partner

AND

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (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 assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son  
daughter of  
\_\_\_\_\_, aged about \_\_\_\_\_,  
residing at \_\_\_\_\_,

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Partner

\_\_\_\_\_, (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to  
the context or meaning thereof be deemed to mean and include his/her heirs, executors,  
administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_  
self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its  
place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the  
"Allottee" (which expression shall unless repugnant to the context or meaning thereof be  
deemed to include his heirs, representatives, executors, administrators, successors-in-interest  
and permitted assigns as well as the members of the said HUF, their heirs, executors,  
administrators, successors-in-interest and permitted assignees).

For & on behalf of Dr. Krishna Aravind  
A Constituted Attorney  
KRM DEVELOPERS  
Partner

----(which expression shall unless repugnant to the context or meaning thereof be  
deemed to mean and include his/her heirs, executors, administrators, successors-in-  
interest and permitted assignees) of the "THIRD PART / ALLOTTEE /  
PURCHASER"

The Promoter, the Land Owner and the Allottee shall hereinafter collectively be  
referred to as the "Parties" and individually as a "Party".

**INTERPRETATIONS/DEFINITIONS:**

I. In this Agreement, the following expressions unless repugnant to the

context thereof shall have the meaning assigned thereto-

1. "ACT" means Real Estate (Regulation & Development) Act, 2016
2. "ALLOTTEE(S) / PURCHASER(S)" means and includes:
  - i) If the Allottee(s) / Purchaser(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
  - ii) If the Allottee(s) / Purchaser(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
  - iii) In case the Allottee(s) / Purchaser(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s); and
  - iv) In case the Allottee(s) / Purchaser(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners.
  - v) An Allottee(s) / Purchaser(s) shall mean and include the purchaser of unit of both the Residential and Commercial Segment
3. "APARTMENT" / "UNIT" shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project (Schedule A).
4. "APPLICABLE LAWS" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of West and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in West Bengal, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project
5. "ARCHITECT" shall mean Mass And Void Architect, Interior & Landscape Consulting, Kolkata and/or such other person(s) and/or firm(s) and/or

- company(s) whom the Promoter may appoint from time to time as the architect for the Said Project
6. **"AUTHORITY"** shall mean the West Bengal Real Estate Regulatory Authority at Kolkata
  7. **"BUILDING PLANS"** shall mean the plans and designs of building constructed or to be constructed on the Scheduled Land which has been duly approved the Competent Authority including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws
  8. **"BUILDING / BLOCK"** shall mean Block No. 1 also named as Block "QUEEN" and Block 2 also named as Block "KING" and collectively called as Buildings / Blocks.
  9. **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s) / Purchaser(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s) / Purchaser(s);
  10. **"COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL SEGMENT"** shall mean those common areas, amenities and facilities which are reserved for apartments in Residential Segment in the Said Project and as detailed in Part I of Schedule D
  11. **"COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL SEGMENT"** shall mean those common areas, amenities and facilities which are reserved for commercial apartment in Commercial Segment in the Said Project and as detailed in Part II of Schedule D
  12. **"COMMON AREAS, AMENITIES AND FACILITIES OF THE SAID PROJECT"** shall mean those common areas, amenities and facilities which

forms part of the Said Project and is common for both the Residential & Commercial Segment as detailed in Part III of Schedule D

13. **"DELAY PAYMENT CHARGES"** means the charges plus applicable taxes payable by the Allottee(s) / Purchaser(s) to the Promoter for delay in payment of any due amount, installment, charges etc. agreed to be paid under this Agreement, at the rate of State Bank of India highest marginal cost of lending Rate plus 2 (two) percent or such other rate as may be applicable from time to time as per the Act and Rules made thereunder.
14. **"EARNEST MONEY" / "APPLICATION AMOUNT" / "BOOKING AMOUNT"** shall mean 10% of the Total Price of the Unit.
15. **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
16. **"REGULATION"** means regulations made under the Act.
17. **"RULES"** mean the West Bengal Real Estate (Regulation and Development) Rules, 2021.
18. **"SAID PROJECT"** shall mean the project being developed on the scheduled land and named as "MAYFAIR MAJESTIC".
19. **"SCHEDULE"** means the Schedule attached to this Agreement
20. **"SCHEDULE LAND"** shall mean land admeasuring 4013.37 sqm being part and parcel of the Entire Land on which the said project "MAYFAIR MAJESTIC" is being developed morefully described in Part II of Schedule A
21. **"SECTION"** means the section of the Act
22. **"SUPER BUILTUP AREA"** shall mean the carpet area along with the common proportionate area of stair cases, lifts, lobby, landings, passages including thickness of the internal and external walls and columns, balconies and 20% lump sum super built-up area for other common areas.
23. **"OWNERS ASSOCIATION"** shall mean "an association to be formed by the owners of the units/Apartments in the Said Project as per Clause (e) of Sub-Section (4) of Section 11 of the Act

- II. **"HE OR HIS"** shall also mean either she or her in case the Allottee(s) / Purchaser(s) is a female or it or its in case the Allottee(s) / Purchaser(s) is a partnership firm or a limited company.

KRM DEVELOPERS Partner  
For & On behalf of Dr. Krishna Agarwal  
a Constituted Attorney  
KRM DEVELOPERS Partner

III. The words and expressions used herein but not defined in this Deed and defined in the Act or in the West Bengal Urban Development Act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

KRM DEVELOPERS  
Partner

**WHEREAS THE PROMOTER DECLARES THAT:**

A. The **PROMOTER / PART LAND OWNER** is the absolute and lawful owner of all that piece and parcel of land totally admeasuring 40 kathas or 2675.58 square meters appertaining and forming part of R.S Plot No 312(part), corresponding to LR Plot No. 185(part), recorded in R.S Khatian No. 602/2, L.R Khatian No. 449 under Mouza-Dabgram J.L. No.02, Sheet No. 09. P.S. Bhaktinagar, District Jalpaiguri, in state of West Bengal, under Gram Panchayat Area ("Said Land") vide Deed of Sale No. 1-2522 dated 10.04.2018 registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal registered in Book No I Volume No. 0711-2018, Pages from 62575 to 62598 bearing being No 071102522 of the year 2018 & Deed Of Sale No. I-6717/18 dated 10.09.2018 registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal registered in Book No I Volume No. 0711-2018, Pages from 159989 to 160014 bearing being No 071106717 of the year 2018

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

**AND**

**DR. KRISHNA AGARWAL** ("**PART LAND OWNER**") is the absolute and lawful owner of all that piece or parcel of 1/3<sup>rd</sup> share of the total land measuring 60 cotthas that is 20 Kathas or totally admeasuring 1337.79 square meters appertaining and forming part of R.S Plot No 312(part), corresponding to LR Plot No. 185(part), recorded in R.S Khatian No. 602/2, L.R Khatian No. 372 and 450 under Mouza-Dabgram J.L. No.02, Sheet No. 09. P.S. Bhaktinagar, District Jalpaiguri, in state of West Bengal, under Gram Panchayat Area ("Said Land") vide Deed Of Conveyance No. I - 2704 dated 25.07.2005 registered at the office of the A.D.S.R. Rajganj, Dist-Jalpaguri in Book No 1 Volume No. 39 pages 115 to 122 bearing being No 2704 of



the year 2005.

AND WHEREAS by an Affidavit for amalgamation of land dated 24.03.2022 sworn before the Executive Magistrate, Siliguri, the said Promoter and the said Part Land Owner amalgamated their respective above said lands for the purpose of constructing multi storied buildings thereon into one single plot.

AND WHEREAS the Owner and the Promoter have entered into a development/joint development agreement vide Development Agreement document No. 1496/2023 dated 02.03.2023 registered at the office A.D.S. Bhaktinagar, District-Jalpaiguri, West Bengal registered in Book No I Volume No 0711-2023, Pages from 36345 to 36378 bearing being No 071101496 of the year 2023.

AND WHEREAS the said Part Land Owner executed a (Development) General Power of Attorney in favour of Sri Sandeep Goyal, a partner in firm of the Promoter registered in the office of the Additional District Sub Registrar, Bhaktinagar, Dist. Jalpaiguri, duly registered in Book - 1, Volume Number 0711 - 2023, page from 58161 to 58181 dated 17.04.2023

- B. The Said Land is earmarked for the purpose of building a Residential cum Commercial Project, comprising 2(two) multistoried apartment buildings and the said project shall be known as 'MAYFAIR MAJESTIC'. The building blocks shall be known as **Block 1** also named as **Block "Queen"** and **Block 2** also named as **Block "King"**.
- C. The said Residential-cum-Commercial Housing Complex alongwith Utilities shall comprise of exclusive Residential and Commercial segments. The Residential Segment shall consist of 70 flats/units, 70 (seventy) servant quarters out of which 7(seven) nos. is situated on the Ground Floor and 63 (sixty three) nos. spread across all the remaining 7 (seven) floors of both the building blocks along with car parking areas situated in the ground floor and the basement level in a single Building comprising of two Towers/Blocks which are to be known as as **Block 1** also named as Block **"Queen"** and **Block 2** also named as Block **"King"**. The Commercial Segment shall comprise of Commercial Block having 9 (nine) no of shops/ office space/shopping mall located in the Ground Floor of the front side of Block 2 also named as Block **"King"** within the said Complex.
- D. The Promoter is fully competent to enter into this Deed and all the legal formalities

- with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The **Jalpaiguri Zilla Parishad** has granted the commencement certificate to develop the Project vide approval **dated 14.10.2022** bearing no. **HK8014I28**;
- F. The Promoter has obtained the final layout plan approvals for the Project from **Raiganj Panchayat Samiti / Jalpaiguri Zilla Parishad**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are divided into 3 categories, namely:
- Common Areas, Amenities and Facilities reserved for Residential Segment as detailed in **Part I of Schedule D** which will be used and enjoyed by the residents of the Residential Segment only; and
  - Common Areas, Amenities and Facilities reserved for Commercial Segment as listed in **Part II of Schedule D** which will be used and enjoyed by the users of the Commercial Segment only.
  - Common Areas, Amenities, and Facilities for the Said Project as detailed in **Part III of Schedule D** which will be shared jointly by the allottees of Residential & Commercial Segment;
- H. The Promoter further represents and the Allottee(s) / Purchaser(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in Part I of Schedule D are reserved for the allottees/purchasers/occupants/residents of Residential Segment only to the complete exclusion of the allottees/ purchasers /occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in Part II of Schedule D are reserved for allottees/ purchasers /occupants of the Commercial Segment to the complete exclusion of the allottees/ purchasers /occupants/residents of Residential Segment.
- I. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) / Purchaser(s) that the allottees/ purchasers of the Residential &

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Partner

KRM DEVELOPERS

For & On behalf of Dr. Kripina Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS

Partner

Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in Part III of Schedule E. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E shall be for both the Commercial & Residential Segment in the Said Project and all the allottees/purchasers of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule E which are in common.

- J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_no. on \_\_\_ under registration
- K. The Allottee(s) / Purchaser(s) being desirous of acquiring a unit in the Said Project approached the Promoter. At the request of the Allottee(s) / Purchaser(s), the Promoter allowed the Allottee(s) / Purchaser(s) to inspect all ownership records of the Schedule Land and the Said Project, various approvals granted by competent authority(ies) in favour of the Promoter, layout plan and building plans and all other documents relating to the rights and title of the Promoter & Part Land Owner, including to construct, market, sell and convey the units in the Said Project. The Allottee(s) / Purchaser(s) has fully satisfied himself/herself in all respects, with regard to the right, title, competency and interest of the Promoter in the Schedule Land / Said Project and has completed his/her due diligence to his/her entire satisfaction
- L. The Allottee(s) / Purchaser(s) acknowledges that the Promoter has readily provided complete information and clarification as required by the Allottee(s) / Purchaser(s), however the Allottee(s) / Purchaser(s) has ultimately relied upon its own independent investigations and judgment in this regard. The Allottee's / Purchaser's decision to purchase a unit in the Said Project is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter or otherwise including but not limited to, any representations relating to the Schedule Land, or the units or the specifications therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available by the Promoter or any purported services to be provided by the Promoter. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects.

- M. Thereafter, Allottee(s) / Purchaser(s) after fully satisfying himself/herself with respect to the right, title and interest of the Promoter in the Schedule Land, the approvals and sanctions for the Said Project in favour of the Promoter as well as the designs, specifications and suitability of the construction and applied for allotment of unit in MAYFAIR MAJESTIC, the Said Project. Consequently, vide an Agreement to Sale dated [•] bearing registration no. [•], in Book no. I, Volume no. [•], on pages [•] to [•], duly registered in the office of Sub-Registrar- [•] on [•] ("Agreement"), the Allottee(s) / Purchaser(s) has been allotted the Unit as more particularly described in Schedule B as permissible under the Applicable Law (hereinafter referred to as the "Unit" and the floor plan of the Unit is annexed hereto and marked as Schedule B) and the proportionate, undivided, impartible share in the Common Areas, Amenities and Facilities reserved for the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment (Part III Schedule D) (except Common Areas, Amenities, and Facilities Reserved Commercial Segment [Part II Schedule D]) in the Said Project together with right to use and access all the rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein and the terms, conditions, stipulations and restrictions contained herein.
- N. The Promoter, basis the approvals and compliance of Applicable Laws, has completed the Said Project and the occupation certificate in this regard has been granted by the competent authority vide memo no. [•] dated [•]. The Allottee(s) / Purchaser(s) hereby acknowledges and agrees that the final Carpet Area and balcony of the Unit is as mentioned in Schedule A and that the Allottee(s) / Purchaser(s) is fully satisfied about the Carpet Area, the balcony area, exclusive terrace area (if applicable), servant quarter (if applicable) and the right to park 1(one) car in the parking area as earmarked in the said project and the construction of the Unit and the Allottee(s) / Purchaser(s) having fully satisfied in regards to the above agrees not to raise any objection hereafter. As regards to the super built up area mentioned herein of the said unit/s and calculation thereof, the Promoter and the Allottee(s) has mutually agreed to the same and the Allottee(s) hereby undertakes that he/she/it shall never ever dispute the same.
- O. The Allottee(s) / Purchaser(s) has inspected the Unit and only after being satisfied with the construction and specifications and other features of the unit, as well as the

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 KRM DEVELOPERS Partner  
 A Constituted Attorney  
 KRM DEVELOPERS Partner

amenities and facilities and the common areas of the said project as portrayed and promised by the Promoter has agreed to take possession and conveyance of the Unit in his favor.

- P. The Parties hereto are now desirous to enter into this Deed for transfer of the Unit in favour of Allottee(s) / Purchaser(s) in accordance with the terms and conditions mentioned herein.
- Q. The Promoter is executing this Deed in favour of the Allottee(s) / Purchaser(s) for absolute sale, transfer, conveyance, grant and delivery of the Unit for which the Allottee(s) / Purchaser(s) has full knowledge of all Applicable Laws.

**NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY: TERMS:**

**1. CONVEYANCE**

- 1.1 That in pursuance of the Agreement and in consideration of a sum as mentioned in Schedule C (hereinafter referred to as "Total Price of Unit") paid by the Allottee(s) / Purchaser(s) to the Promoter, the receipt whereof the Promoter do hereby admits and acknowledges, subject to clearance of all cheques / demand drafts / pay orders issued by the purchaser or its bankers to the Promoter or by disbursements through RTGS /NEFT or by any other mode of online transfer by the bankers of the purchaser/s in case of home loan / loan if availed by the purchaser, pursuant to which the Promoter do hereby grant, sell, transfer, assign, assure and convey unto the Allottee(s) / Purchaser(s) by way of conveyance, all its rights, titles and interests, benefits and advantages in the said Unit in the Said Project and along with the proportionate, undivided, impartible share in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities in common for both the Residential & Commercial Segment (Part III Schedule D) (except Common Areas, Amenities, and Facilities Reserved for Commercial Segment [Part II Schedule D]) as permissible under the Applicable Law in the Said Project together with right to use and access all the ways, paths, passages, rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

contained herein and the terms, conditions, stipulations and restrictions contained herein, free from all Encumbrances.

- 1.2 That the Promoter is full-fledged and lawful owner of the Unit and is fully competent and entitled to execute and get registered this Deed in favour of the Allottee(s) / Purchaser(s). The Promoter assures the Allottee(s) / Purchaser(s) that the title of the Promoter in the Unit is free from all types of encumbrances, acquisitions proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Promoter hold impeccable and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the Unit to the Allottee(s) / Purchaser(s). Accordingly, this Deed is being executed by the Promoter to transfer and convey absolute title in respect of the Unit in favour of the Allottee(s) / Purchaser(s). And now it shall be lawful for the Allottee(s) / Purchaser(s) for all times hereafter to enter upon the Unit and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Promoter subject to the terms and conditions of this Deed along with the terms of the Agreement.

- 1.3 The Promoter agrees and acknowledges that after registration of this Deed, the Allottee(s) / Purchaser(s) shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) / Purchaser(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) / Purchaser(s) shall also have undivided proportionate ownership and share in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment of the Said Project (Part III Schedule D). Since the share/ interest of Allottee(s) / Purchaser(s) in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment of the Said Project (Part III Schedule D) is indivisible and cannot be divided or separated, the Allottee(s) / Purchaser(s) shall use the same, along with other occupants / purchasers / allottees and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas, Amenities and Facilities of the Said Project (Part I & III of Schedule D) along with Common Areas and Facilities reserved for Commercial Segment (Part II of Schedule D) to the Owners Association or its nominees or the Maintenance Agency / Facility Manager after duly obtaining the Occupancy Certificate from the competent authority.

**KRM DEVELOPERS**  
Partner  
**KRM DEVELOPERS**  
Partner  
for On Behalf of: **KRM DEVELOPERS**  
AS a Constituted Attorney

- 1.4 That the Allottee(s) / Purchaser(s) shall henceforth be fully competent and entitled and shall have absolute right to deal with the said Unit in any manner including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed and the Agreement.
- 1.5 The Allottee(s) / Purchaser(s) agrees and understands that except the Unit as described in Schedule-B attached hereto, the Allottee(s) / Purchaser(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Said Project. Such un- allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.6 Exclusive Open Terrace area/s, right to park car/s, servant quarter/s or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of common areas and facilities reserved for exclusive use and enjoyment of the owner/occupant of that Apartment/s to the complete exclusion of other allottees.
- 1.7 That the Allottee(s) / Purchaser(s) confirms that the Promoter has handed over to the allottee(s) / purchaser(s) the draft of this sale deed along with all schedules and annexures and after reading and having understood each and every clause/covenant of this Deed and his / her / their / its legal implications thereon and have also clearly understood his / her / its / their obligations and liabilities and the Promoter's obligations and limitations as set forth in this Deed. That the Allottee(s) / Purchaser(s) shall keep the Promoter, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.
- 1.8 That the Allottee(s) / Purchaser(s) confirms that the Unit shall be limited to and governed by the West Bengal Apartment Ownership Act, 1972 or any other act as may be applicable from time to time and the allottee/purchaser do hereby unequivocally accept the Deed of Declaration including the amended deed of declaration/s or any other document as may be required to be filed by the Promoter which shall be conclusive and binding upon the Allottee(s) / Purchaser(s) and the other unit owners.

## 2. TOTAL SALE PRICE

- 2.1 The Total Price of Residential flat / Unit includes proportionate price of land under Residential Segment construction of not only of the unit but also, the common

areas, amenities and facilities reserved for the Residential Segment (Part I Schedule D) and the common areas, amenities and facilities of both the Residential & Commercial Segment (Part III Schedule D) of the said project. However, the computation of the price of the Residential flat / Unit does not include any element of recovery or payment towards the cost of land, construction, running and operating of the Commercial space/segment comprising of 9 (nine) nos. of shops/ commercial spaces on the Ground Floor, located in the Southern Part, road facing in Block 2 also named as Block "KING" within the said project, the car parking areas/ spaces both in the basement and in the ground level and the common areas, amenities and facilities reserved for the Commercial Segment of the Said project. Further, the Allottee(s) understands and fully agrees the Promoter is free to deal with the Commercial Segment of the said project in any manner as the Promoter may deem fit.

2.2 In case the demand of external development charges/ internal development charges or any other applicable taxes is made by the concerned governmental authority, after the execution of this Deed, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of West Bengal and/or any competent authority(ies), then in that event, the Allottee(s) / Purchaser(s) shall pay the proportionate demand raised by the Promoter on the Allottee(s) / Purchaser(s) which shall be paid by the Allottee(s) / Purchaser(s) within the stipulated period as may be mentioned in the demand notice, failing which, the Allottee(s) / Purchaser(s) shall be responsible and liable for all cost and consequences for such non-payment, including interest or penalty as demanded by the governmental authorities and other consequences for such non-payment and the Promoter shall be entitled to take all actions as is available to the Promoter as per the Applicable Laws. The Allottee(s) / Purchaser(s) further confirms to indemnify the Promoter in this regard.

2.3 The Allottee(s) / Purchaser(s) confirms and undertakes to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as freshly levied under applicable laws, as and when levied by any local body or authority on the Said Project or any part thereof including the Unit, and if the Unit is not assessed separately, then such taxes, fees or cess shall be paid by the Allottee(s) / Purchaser(s) in proportion to the area of Unit to the area of all the units in the Said Project henceforth or from the date of occupation certificate irrespective of whether the Allottee(s) / Purchaser(s) took actual physical possession thereof

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For, On behalf of Dr. K. K. Ghosh  
As a Constituted Attorney



or not. In cases wherein such taxes and charges are payable by the Promoter/ association of owners ("Owners Association") / Maintenance Agency / Facility Manager, as the case may be, on behalf of the Allottee(s) / Purchaser(s), then in such cases, the Allottee(s) / Purchaser(s) shall be liable to reimburse the same to the Promoter/ Association/ Maintenance Agency / Facility Manager, as the case may be, within thirty [30] days from the date of notice issued by the Promoter/ Association/ Maintenance Agency / Facility Manager, as the case may be, in this regard, failing which the Promoter / Association / Maintenance Agency / Facility Manager, as the case may be, shall be entitled to the applicable interest as prescribed under the Act.

2.4 The Allottee(s) / Purchaser(s) further agrees that if the Unit or any other right being conveyed hereunder is not assessed separately for property tax from the other units in the Said Project, then the Allottee(s) / Purchaser(s) shall pay the same on proportionate basis as determined and demanded by the Owners Association or the Promoter, as the case may be, which shall be final and binding on the Allottee(s) / Purchaser(s). However, if the Unit is assessed separately from the other units in the Said Project, then in such cases, the Allottee(s) / Purchaser(s) shall pay the property tax directly to the competent authority on demand being raised by the competent authority.

2.5 Such amount payable by the Allottee(s) / Purchaser(s) under this Deed shall be deemed to be promised part of consideration in addition to the Total Sale Price paid herein in respect of the Unit. The Promoter shall have first charge/lien on the Unit for recovery of all such charges, taxes & levies as referred to above. In the event of any such charges remaining unpaid, the Allottee(s) / Purchaser(s) agrees that the Promoter shall have unfettered right to resume the Unit and the Allottee(s) / Purchaser(s) shall have no right, title and interest left in the said Unit thereafter. The Allottee(s) / Purchaser(s) further agrees that he / she / they / it would not be competent to challenge such action of resumption of the Unit by the Allottee(s) / Purchaser(s) due to default on such account on the part of the Allottee(s) / Purchaser(s).

2.6 It is clarified and the Allottee(s) agrees that the Promoter does not have any obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the Said Project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the Government Authority body fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity, the Promoter in no way shall

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A.S. Chartered Accountant  
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be liable and responsible for the same. It is further clarified and stated by the Promoter and also agreed by the allottee that the Promoter has not charged or recovered any amount / sum in the total price of the said unit in respect of the above said external linkages beyond the boundaries of the said project.

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### 3. COMMON AREAS

3.1 The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are divided into 3 categories, namely:

- i. Common Areas, Amenities and Facilities reserved for Residential Segment as detailed in **Part I of Schedule D** which will be used and enjoyed by the residents of the Residential Segment only; and
- ii. Common Areas, Amenities and Facilities reserved for Commercial Segment as listed in **Part II of Schedule D** which will be used and enjoyed by the users of the Commercial Segment only.
- iii. Common Areas, Amenities, and Facilities for the Said Project as detailed in **Part III of Schedule D** which will be shared jointly by the allottees of Residential & Commercial Segment;

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
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3.2 The Promoter further represents and the Allottee(s) / Purchaser(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in Part I of Schedule D are reserved for the allottees/purchasers/occupants/residents of Residential Segment only to the complete exclusion of the allottees/ purchasers /occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in Part II of Schedule D are reserved for allottees/ purchasers /occupants of the Commercial Segment to the complete exclusion of the allottees/ purchasers /occupants/residents of Residential Segment.

3.3 It has been specifically explained by the Promoter and understood and agreed by the Allottee(s) / Purchaser(s) that the allottees/ purchasers of the Residential & Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in Part III of

Schedule D. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule D shall be for both the Commercial & Residential Segment in the Said Project and all the allottees/ purchasers of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule D which are in common.

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3.4 The Allottee understands and agrees that the Owners/Allottees of the shops/ commercial space along with their employees, servants, agents, invitees shall have the right to use the common passage, entrance, entry and exit, boundary wall, staff / drivers toilet (on the ground floor), drive ways and all other easements necessary for beneficial use and enjoyment of the said shops/ office space/Commercial Segment of the Said Project.

For & On behalf of Dr. Kishan Aggarwal  
As a Constituted Attorney  
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3.5 Further, the Allottee also understands and agrees that the Owners/Allottees of the Commercial Segment have the right to use common electricity and all its related infrastructure and its installations including but not limited to wires, cables, electric rooms, earthings, trenches, trays, meter rooms, pits, transformers, changeovers, main switches, telephone cable, cables, optical fibres / any other cable/fiber/low voltage lines and water supply system, soil and sewerage, waste water & storm water (inlet & outlet) from and to the said Residential Segment and/or the Commercial Segment through pipes, drains, shafts, wires, conduits, pits, trenches or being under through basement or through over the said project, S.T.P, septic tanks, soak pits, water tanks, underground water reservoir, overhead water reservoir, common washrooms in the ground floor, Common Diesel Generator set, fire & emergency installations and its connectivity, pumps, motors, water lines, water supply, for the beneficial occupation and enjoyment of the said allottees of the Commercial Segment for all lawful purposes whatsoever in the said project. The Allottee(s) understands and agrees that the owners / allottees of shops / commercial space of the Commercial Segment shall have the right to use the ultimate terrace / roof limited to and only to the extent of setting up communication towers or other installations, VSAT, Dish and/or other antennas and other communications and satellite systems only for the business purpose of the allottees of the Commercial Segment which excludes letting / sub-letting /

renting / leasing and for other similar purposes and specifically excludes the rights to use the amenities, facilities, privileges built in the ultimate roof / terrace and other spaces in the ultimate roof / terrace which is exclusively reserved for the Residential Segment.

- 3.6 The Allottee also understands and agrees that a common passage of 5 feet width just behind the commercial shops has been left vacant which is exclusively for the beneficial use and enjoyment of the Allottee of commercial shops/ office space/shopping mall segment for the purpose of service installation, maintenance and for exhaust and ventilation.
- 3.7 Further the allottee also understand and agrees that Owners/Allottees of the shops commercial space shall also become a member of the Owners Association Society of the said complex and shall also pay monthly maintenance and other expenses at the similar rate per sq.ft or otherwise as required to be paid by the other unit / apartment owners of the residential segment.
- 3.8 The bifurcation and demarcation of the common areas, amenities and facilities in the Said Project has been done by the Promoter however if in future the court of law and/or any other authority pass any order against such bifurcation and demarcation of common areas, amenities and facilities of the Said Project and considers such bifurcation and demarcation, illegal, the Allottee(s) / Owners Association will have to abide by the order of such court of law and/or any other authority.

**4. USE AND ACCESS OF PARKING**

4.1 The Allottee(s) understands that in order to maintain the administration of the Said Project, the Promoter has earmarked or shall earmark the right to park cars in the parking area of the said complex for the exclusive use of any/each unit and the Allottee(s) undertakes to park his vehicle strictly in the parking area if earmarked to the allottee and not anywhere else in the Said Project. Further, the allottee understands and agrees that some units may be earmarked with the right to park more than 1(one) car at the discretion of the Promoter and the allottee accepts and shall never dispute the same. Such right to park car/s, exclusively earmarked for a particular Apartment(s) / Unit(s) by the Promoter shall form part of common areas and facilities reserved for

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exclusive use and enjoyment of allottee/purchaser/occupant of that particular Apartment/s to the complete exclusion of other allottees/purchasers/occupants.

4.2 That the Promoter has exclusively earmarked right to park 1(one) car in the parking area of the said complex for the said unit / apartment to the Allottee, which has been earmarked without charging any consideration thereof and doesn't include any amount towards the said right to park 1(one) car as exclusively earmarked in the total price of the said unit. This right to park 1(one) car shall not confer upon the Allottee(s) any right of ownership of the space on which such parking right is earmarked and shall under no circumstances use or permit to be used the earmarked right to park 1(one)car parking space for any other purpose whatsoever other than parking of its own car/cars.

4.3 The parking area earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking area exclusively earmarked for him or anywhere else in the Said Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Said Project, in case the Allottee(s) has been exclusively earmarked right to park 1 (one) car only

4.4 There are dedicated parking areas in the basement level and ground floor level of the said project. However, the allottee understands and agrees that the car parking areas in the ground floor level have the provision's for installation of mechanical car parking/s system/s. The allottees who shall be earmarked right to park car on the ground floor level may at its own cost and expenditure install such mechanized car parking system in the area earmarked to them to suit their requirement of using 2 car parks one upon the other by installing and using the mechanized car parking system. The allottee hereby accepts and hereby gives his express consent to the allottees to whom the right to park shall be earmarked on the ground level to install and use the above said mechanized car parking system/s and never dispute the same whatsoever.

4.5 It is made clear by the Promoter and the Allottee(s) / Purchaser(s) agrees that the right to park 1(one) car as earmarked by the Promoter is exclusively reserved for that particular unit and shall be treated as a single indivisible unit for all purposes.

## 5. POSSESSION OF THE UNIT

5.1 The Promoter has handed over the peaceful possession of the Unit to the Allottee(s) / Purchaser(s) on this day and the Allottee(s) / Purchaser(s) hereby acknowledges to have taken the actual peaceful possession of the Unit along with all the specifications agreed to be provided, to his satisfaction. The Allottee / purchaser shall be liable to pay maintenance charges, taxes and other liabilities as mentioned herein, irrespective of whether the Allottee(s) / Purchaser(s) took actual physical possession thereof or not.

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## 6. MAINTENANCE OF THE SAID PROJECT

6.1 That the Allottee(s) / Purchaser(s) is aware that qualitative and effective maintenance of the said project is very much required to maintain the beauty and aesthetic look of the said project which will not only increase the life of the said project but will also give appreciation to the value of the said project. That the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Anandi Ram Maintenance Services, LLP ("Facility Manager") which has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Maintenance Agency / Facility Manager organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. Accordingly, the Maintenance Agency / Facility Manager is appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed by the Owners Association or otherwise.

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6.2 The Promoter, upon the receipt of Occupancy Certificate, shall hand over the possession of the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I, II & III of Schedule D and Common Areas, Amenities, and Facilities to the Owners Association in accordance with the Applicable Laws.

6.3 In terms of the provisions of the Act, process will be initiated to form Association of the Owners of the Units of both the Residential & Commercial Segment at the appropriate time by the name to be decided in future, under relevant laws of West Bengal for the Said Project. Owners Association will have a set of bye laws (hereafter referred to as "Bye-Laws") which shall govern the Association. All the owners of units/apartments of both the Residential & Commercial Segment in the Said Project shall become members of the

Association by payment of membership fees and shall abide by the Bye-Laws of the Association. The Allottee(s) / Purchaser(s) shall become member of Owners Association by signing necessary forms/documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

6.4 The Allottee(s) / Purchaser(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities Reserved for Residential Segment and Common Areas, Amenities and Facilities reserved for both the Residential & Commercial Segment shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) / Purchaser(s) of all his/her obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The Allottee(s) / Purchaser(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly each month in advance and shall not withhold the same for any reason whatsoever.

6.5 The Allottee(s) / Purchaser(s) shall be bound by all the terms and conditions of the Owners Association, Bye- Laws, maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by the Owners Association as per its Bye-Laws.

6.6 The Allottee(s) / Purchaser(s) has deposited with the Promoter, a sum of Rs. 25,000/- (Rupees twenty Five Thousand only) as interest free maintenance security deposit ("IFMSD"). It is understood that IFMSD is deposited by the Allottee(s) / Purchaser(s) to ensure the timely payment of maintenance charges. The Allottee(s) / Purchaser(s) undertake to always keep deposited IFMSD with the Promoter/Maintenance Agency/ Facility Manager / Owners Association. In case of failure of the Allottee(s) / Purchaser(s) to pay the maintenance charges or any other charges on or before the due date, the Allottee(s) / Purchaser(s) shall not have the right to avail the maintenance services and the Owners Association / Maintenance Agency / Facility Manager / Promoter shall have the right to adjust / pay from the IFMSD against such defaults. If due to such adjustment, the IFMSD falls short, then the Allottee(s) / Purchaser(s) hereby undertakes to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Promoter / Owners Association / Maintenance Agency / Facility Manager.

6.7 In the event of such shortfall, the Promoter / Owners Association / Maintenance Agency / Facility Manager shall have the right to withhold such maintenance services, as may be provided by the Promoter / Owners Association / Maintenance Agency / Facility Manager. The Promoter / Owners Association / Maintenance Agency / Facility Manager

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reserves the right to increase the IFMSD from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Allottee(s) / Purchaser(s) in payment of maintenance charges. The Allottee(s) / Purchaser(s) undertakes to pay such increases within 15 (fifteen) days of demand by the association of the owners. The decision of the Promoter / Owners Association / Maintenance Agency / Facility Manager for increasing of IFMSD shall be final and binding on the Allottee(s) / Purchaser(s). Over and above the IFMSD, the Allottee(s) / Purchaser(s) shall also be liable to deposit with the Promoter / Owners Association / Maintenance Agency / Facility Manager, the Sinking Fund, which shall be used for replacement/ repair of fixed assets.

**7. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

7.1 The Promoter / maintenance agency / facility manager / owners association of allottees/purchasers shall have rights of unrestricted access of all Common Areas, car parking spaces for providing necessary maintenance services and the Allottee/purchasers agrees to permit the association of allottees/ purchasers and/or maintenance agency to enter into the Apartment/s / unit/s 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.

**8. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

8.1 The Allottee(s) / Purchaser(s) be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

8.2 The Allottee(s) / Purchaser(s) undertakes, assures and guarantees that he/ she will not tamper with, install or remove anything from the façade and external/public spaces outside the Unit. including but not limited to dish antennas, air conditioning



units, dehumidifiers etc., and would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, /the face/ facade of the Building or anywhere on the exterior of the Said Project, building therein or any other area in the Said Project.

8.3 The Allottee(s) / Purchaser(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Unit / Building / Said Project.

8.4 Further the Allottee(s) / Purchaser(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building or any part of the Said Project. The Allottee(s) / Purchaser(s) shall also not remove any wall, including the outer and load wall of the Unit.

8.5 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) / Purchaser(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s) / Purchaser(s).

8.6 The Allottee(s) / Purchaser(s) agrees to abide by and comply with the byelaws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building / Said Project.

8.7 The Promoter further represents that the Promoter will have the right to access to the Said Project till the completion and sale of all the Apartments and all the other saleable areas. Provided that after transferring the possession of the Common Area, Amenities, and Facilities of the Said Project to the Owners Association, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment / Unit or building which is not sold without any restrictions or hindrance from the Owners Association and sale proceeds thereof shall belong only to the

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Promoter and such Allottee(s) shall be included as members of the Owners Association

8.8 The Allottee(s) / Purchaser(s) agrees and acknowledges that the Promoter reserves the right to name/rename/brand the Said Project and its components; and the Allottee(s) / Purchaser(s) shall not have any objections to the same.

8.9 If any damage is caused to the Unit, including any part of the Said Project and the machines and equipment installed therein, on account of any act, negligence or default on part of the Allottee(s) / Purchaser(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) / Purchaser(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and or damage caused as may be levied by the Promoter or the Owner's Association or the maintenance agency/ Facility Manager, as the case may be.

8.10 The Allottee(s) / Purchaser(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use

8.11 It is in the interest of the Allottee(s) / Purchaser(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.

8.12 The Allottee(s) / Purchaser(s) shall not use the Unit for any purpose other than as set out under this Deed nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.

8.13 The Allottee(s) / Purchaser(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated and/or any part of the Said project

8.14 The Allottee(s) / Purchaser(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the Said Project and/or the Unit

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KRM DEVELOPERS Partner  
For & On behalf of Dr. Krishna Prasad  
As a Constituted Attorney  
KRM DEVELOPERS Partner

8.15 After handing over of the Said Project, it shall be the responsibility of the Owners Association for obtaining / renewal of insurance for the Said Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc., and the cost thereof shall be contributed by all the allottees / occupants of Building / Said Project, as part of the charges payable to the Maintenance Agency / Facility Manager / Owners Association. The Allottee(s) / Purchaser(s) shall be responsible for the insurance of his Unit and its contents. Promoter or the Owners Association or the Maintenance Agency / Facility Manager shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other allottees / purchasers.

8.16 Allottee(s) / Purchaser(s) shall not remove or damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) / Purchaser(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s) / Purchaser(s) further agrees that it is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit/ Said Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the Building or along the Buildings for the use by one or more Apartments. The Allottee(s) / Purchaser(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, floors, design layout, toilets, kitchens or permanent finishes within the said Unit save and except with the prior permission of the Owners Association / Promoter in writing

8.17 The Allottee(s) / Purchaser(s) shall not cover or construct on the balcony(ies), exclusive open terrace(s) areas reserved exclusively for the dedicated use of the Unit and shall only use the same as open balcony(ies), exclusive open terrace(s) as the case may be, and in no other manner whatsoever.

8.18 The Allottee(s) / Purchaser(s) shall not use/ cause to be used the said Unit for any purpose except residential use and shall not permit any commercial activity and shall always ensure that the Unit be put to residential use only. Furthermore, the Allottee(s) / Purchaser(s) specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is commercial/prohibited/ irregular/ illegal or other

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Partner

activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other Allottees/ purchasers in the Said Project.

8.19 The Allottee(s) / Purchaser(s) undertakes not to sub-divide/amalgamate the Unit with any other Apartment in the Said Project

8.20 The Allottee(s) / Purchaser(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency / Facility Manager appointed by the Owners Association. The Allottee(s) / Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions

8.21 Entry Regulations and safety precautions: The Allottee(s) / Purchaser(s) agree and acknowledges that security of the Said Project and its residents is of paramount importance. Promoter and / or the Owners Association shall have the right to keep the Said Project secure and free from disturbance at all times and shall have a right to monitor, scrutinize, register, regulate and / or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment etc.

8.22 The Allottee(s) / Purchaser(s) further agrees to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as applicable under law, from after expiry of 3(three) full calendar months from the date of occupation certificate irrespective of whether the Allottee(s) / Purchaser(s) took actual physical possession thereof or not.

**9. DEFECT LIABILITY:**

9.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) / Purchaser(s) from the date of handing over possession or Deemed Date Of Possession or from the date of occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify

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Partner  
for On behalf of Durgam Chaitanya  
as a Constituted Attorney  
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such defects within such time, the aggrieved Allottee(s) / Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

9.2 In case any such structural defect or any other defect in workmanship, quality or provision of services reasonably & in the ordinary course requires additional time beyond the said 30 (thirty) days having regard to the nature of the defect, then Promoter shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee/ purchaser, prior to the expiry of the said initial 30 (thirty) days.

The Parties shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) Purchaser(s) hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner provided under the Act and / or otherwise under Applicable Law.

9.3 Promoter shall not be liable for rectification of any defect if the same has resulted due to natural wear and tear, alterations, modifications, renovation, misuse, and deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee(s) / Purchaser(s) or the Owner's Association. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, aluminum items, façade, doors and windows and such like shall not be covered under Defect Liability and the same shall not be rectified by the Promoter.

9.4 The Allottee(s) / Purchaser(s) further agrees and confirms that the Allottee(s) / Purchaser(s) shall not claim from the Promoter replacement / rectification / service for the fixtures & fittings and/or other items / services covered under warranty period, which shall be limited only upto the extent of the warranty covered and also limited only upto the extent of the warranty period issued by the manufacturing company of such fixtures & fittings and/or other items / services and shall become null and void in case of damages caused to any fixtures & fittings and/or other items / services due to mishandling, misuse, mismanagement and/or maltreatment and/or due to lack of proper and timely maintenance of the same on the part of the Allottee(s) / Purchaser(s) or any of its labourer/s and/or worker/s or any third person representing the Allottee(s) / Purchaser(s) and/or the owners association. Such damages caused as stated herein mentioned shall not be covered under Defect Liability and the Promoter shall not be liable to replace / rectify / service the same.

For and on behalf of  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

9.5 The Allottee(s) / Purchaser(s) confirms and agrees that all fittings, fixtures etc. shall be made functional at the time of handing over the possession of the Unit and the common areas, facilities and amenities but the maintenance thereof shall be the responsibility of the Allottees and/or owners association. The Allottee(s) / Purchaser(s) further understands that there is a fundamental difference between hand over of the building / constructions or infrastructure services and systems free from defects on the one hand and requirement of timely, appropriate and adequate maintenance of handed over building / constructions or infrastructure services and systems so as to maintain aesthetic appearance and / or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance including consumables and spare parts of the systems handed over would not be the responsibility of the Promoter and the Promoter shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance and/or due to any natural calamity, or the product / materials has lived its life.

9.6 The Allottee(s) hereby agrees and confirms that in case of installation of the outer unit of the air conditioners, no hammer and chisel or drill hammer can be used to break the wall to get the pipe out. The pipe has to be taken out only by way of core cutting in the said wall wherein the outer unit shall be placed. This core cutting is a specialised job and needs to be done by a skilled person so that the external paint and outer wall is not damaged. After the pipe of the air conditioner and the drainage pipeline has been taken out, the area where cutting has been done has to be sealed by proper mechanism so that no water can enter and seep the wall, which is to be checked by the allottee(s) if adequately done or not. If the above mentioned procedure is not followed for air condition installation, the Promoter shall not be responsible for any damages that occur and in case of any damages, the allottee(s) have to repair the same at their own cost, which includes scaffolding from outer side, repairing, repainting, etc. which will involve huge costs and which shall also void the Promoter from any defect liability/ies or claim in case of any defect/s arising out in the flat due to such improper work been done.

## 10. INDEMNIFICATION

10.1 The Allottee(s) / Purchaser(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the

KRM DEVELOPERS Partner  
For & on behalf of Dr. Krishna Aggarwal  
As a Constituted Attorney  
KRM DEVELOPERS Partner

Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) / Purchaser(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non- observance or non-compliance with

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(i) any of the provisions/covenants of this Deed and/or

(ii) any representation or warranties or covenants of the Allottee(s) / Purchaser(s) being false or incorrect and/or

(iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) / Purchaser(s) under the Deed or due to failure/delay of the Allottee(s) / Purchaser(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Deed

For & On behalf of Dr. Ashima Arora  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

10.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Deed.

10.3 The indemnification rights of the Promoter shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Deed.

## 11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/ purchaser as follows:

- (i) The Promoter & Part Land Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities and accordingly has carried out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with

- respect to the Project, said Land and Apartment/Unit was valid and subsisting and have been obtained by following due process of law.
- (v) The Promoter has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee/Purchaser under this Deed;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee/ Purchaser in the manner contemplated in this Deed;
- (viii) The Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) / Purchaser(s) and the Promoter shall hand over as per act all the Common Areas, Amenities and Facilities of the Said Project to the Owners Association.
- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xi) That the property is not Waqf property.
- (xii) Notwithstanding anything contained in this Deed, the Allottee(s) / Purchaser(s) covenant that if the Promoter is required to refund any amount to the Allottee(s) / Purchaser(s) due to any reason whatsoever, the Promoter shall have no liability to refund any taxes, levies, duties, charges, cess, duties etc. paid to any government authority
- (xiii) The Allottee(s) / Purchaser(s) hereby agrees and undertakes to be a member of the Owners Association and to sign and execute the application for registration, other



papers and documents necessary for the formation of and registration of such Owners Association. The Allottee(s) / Purchaser(s) shall observe and perform all the rules, regulations of the Owners Association that may be specified in detail by the Owners Association. The Allottee(s) / Purchaser(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Owners Association or the Maintenance Agency, as the case may be

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**12. COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

12.1 The Parties are entering into this Deed for the sale/transfer of Unit with the knowledge of all laws, rules, regulations, notifications applicable to the Said Project

12.2 That the Allottee(s) / Purchaser(s) has entered into this Deed with the full knowledge and understanding of the nature and quality of construction and the building & the construction plan of the said project and the title documents, all Applicable Laws, notifications, bye-laws and rules applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of West Bengal in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee(s) / Purchaser(s) has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc

12.3 That this Deed is subject to all the Applicable Law, rules, regulations, notifications, directives as may be applicable to the Said Project. The Allottee(s) / Purchaser(s) has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of Applicable Law, rules, regulations or directions issued by any Competent Authority (ies) including but without limitation judicial / quasi-judicial authorities in respect of Unit which is subject matter of this Deed. The Allottee(s) / Purchaser(s) undertakes to indemnify the Promoter in respect of any liability or penalty imposed in respect of the said Unit being hereby sold and conveyed by way of this Deed.

12.4 The Allottee(s) along with other allottees of the Said Project either themselves or through their Owners Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/ required to

Dr. Subhankar Aggarwal  
& Co. Constituted Attorney  
KRM DEVELOPERS  
Partner

be obtained for the Said Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s) along with other allottees will also be responsible for obtaining various NOCs including but not limited to Fire NOC, Consent to Operate, License / permission to operate lifts, there renewals and/or other statutory renewals which are required to be obtained for the Said Project in future after receipt of occupancy certificate for the Said Project. The Allottee(s) and Allottees of other units and/or Owners Association/Society/Company without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewals within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or non-compliance of the conditions of approvals or NOC(s) shall not cast any liability on the Promoter.

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Partner  
**KRM DEVELOPERS**  
Partner  
For On-behalf of KRM Developers  
As a Constituted Attorney  
**KRM DEVELOPERS**

**13. PROVISIONS OF THIS DEED AND AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES/OCCUPANTS OF THE UNIT**

13.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and in the Agreement and the obligations arising hereunder in respect of the Unit and the Said Project shall equally be applicable to and enforceable any and all occupiers, tenants, licensees and/ or subsequent vendees / assignees / transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, sale, assignment etc.

13.2 The Allottee(s) / Purchaser(s) acknowledges and agrees that he/she/it/they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Allottee(s) / Purchaser(s)/ predecessor-in-interest of Allottee(s) / Purchaser(s) and the Promoter, attach to the Unit and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. In the event of there being any conflict inter-se the terms and conditions of aforesaid Agreement and the clauses contained in this Deed, the Deed shall prevail over the Agreement.

#### 14. DISPUTES

(i) All or any disputes arising out of or touching upon or in relation to the terms of this Deed or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

(ii) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s) / Purchaser(s), as the case may be, under the Act or rules and regulations made thereunder or this Deed, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

#### 15. SEVERABILITY:

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of this Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

#### 16. STAMP DUTY

That the Allottee(s) / Purchaser(s) confirms that the Allottee(s) / Purchaser(s) alone shall be responsible for payment of all expenses for the execution and registration of this Deed and for the completion of this Deed, including cost of the stamp duty, registration and other incidental charges and expenses. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Registrar / any Competent Authority (ies) along with the consequent penalties / deficiencies as may be levied in respect of the said Unit conveyed by this Deed shall be borne and paid by the Allottee(s) / Purchaser(s) exclusively. Further, the Allottee(s) / Purchaser(s) has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/statutory or other local authority, the same, if applicable, shall also be payable by the Allottee(s) / Purchaser(s). In any event, the Promoter shall have no liability in terms of the deficiency of stamp duty or any other provision of Applicable Laws. The Promoter shall not in any manner be liable for the same and accepts no

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For & on behalf of Dr. Krishna Agastya  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

responsibility or liability in this regard and that the Allottee(s) / Purchaser(s) shall keep the Promoter indemnified in this regard.

**17. FURTHER ASSURANCES:**

17.1 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

17.2 The Allottee(s) / Purchaser(s) confirms that he/ she/ it shall, prior to alienating/ selling the Unit to any other person, obtain NOC/ No Objection from the Promoter, Maintenance Agency / Facility Manager / Owners Association, as the case may be and clear his/ her/ its entire dues or outstanding including towards maintenance charges or utility charges, or any other expenses / charges, delay payment charges, interest, penalties, fines etc.; failing which, it shall be deemed that the new Allottee(s) / Purchaser(s) / intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Allottee(s) / Purchaser(s) and shall be liable to clear all the previous outstanding dues, or any other expenses / charges, delay payment charges, interest, penalties, fines etc.. from his/ her/ its own pocket. The Allottee(s) / Purchaser(s) shall incorporate such similar terms and conditions of this Conveyance Deed in subsequent sale deed and so on.

17.3 The Allottee(s) / Purchaser(s) agrees and confirms that the Promoter has completed and discharged all its obligations as detailed under the Agreement and this Deed and the Allottee(s) / Purchaser(s) shall have no claim on any account whatsoever against the Promoter under/or in respect of the Unit/Agreement/ this Deed.

17.4 The Allottee(s) / Purchaser(s) confirms and undertakes to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Unit, common areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, in good and tenable repair and maintain the same in a fit and proper condition

17.5 The Allottee(s) / Purchaser(s) hereby agrees and undertakes to be a member of the Owners Association and to sign and execute the application for registration, other papers and

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KRM DEVELOPERS; Partner  
For & on behalf of Dr. Krishna Anand  
As a Constituted Attorney  
KRM DEVELOPERS; Partner

17.6 The Promoter has made it expressly clear to the Allottee(s) / Purchaser(s) that the rights of the Promoter in the Unit conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the statutory authority(ies). The Allottee(s) / Purchaser(s) shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Said Project by virtue of the License / Permissions granted by the competent authority/ies and shall also abide by the Applicable Laws

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17.7 The Allottee(s) / Purchaser(s) confirms and acknowledges that the Allottee(s) / Purchaser(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Act, regulation or direction by the competent Governmental Authority; and that the Allottee(s) / Purchaser(s) shall indemnify the Promoter for any demands, proceedings, damages, suits, actions, judgments, orders, costs, losses, liability, penalty, claims and expenses (including legal expenses), and/ or charges that it may incur or suffer in that behalf.

For & on behalf of Developer/As a Constituted Attorney  
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17.8 That the Allottee(s) / Purchaser(s) in its individual capacity as well as the prospective member of the Owners Association hereby confirms and agrees that subject to West Bengal Apartment Ownership Act, 1972 and / or any other Applicable Laws, in the event of any development / redevelopment of the Project Land / Schedule land at any time in future, on account of any reason(s) whatsoever, the Promoter shall be offered the right of first refusal for carrying out such development / redevelopment of the Project / Schedule Land. This clause shall survive the conveyance of the said Unit.

**IN WITNESS WHERE OF PARTIES HEREIN ABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED AT ..... IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.**

Signed and delivered by the  
within named Allottee(s) /  
Purchaser(s) in the presence  
of witnesses on

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Partner

.....	.....
Passport size photograph	Passport size photograph
(First- Allottee)	(Second- Allottee)
Signature	Signature
(Name)	(Name)
(First-Allottee)	(Second- Allottee)

For & On-behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

Signed and delivered by the within named  
Promoter in the presence of witnesses at  
..... on .....

PROMOTER

For and on behalf of M/s KRM Developers

Name

Signature

Designation

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**SCHEDULE 'A'**

Residential flat / Unit number \_\_\_ situated in the \_\_\_\_\_ Floor of the Residential Segment in **Block** \_\_ also known as “ \_\_\_\_\_ ” Block

**DESCRIPTION OF THE UNIT**

- (a) Unit No.  
(b) Floor:  
(c) Type:  
(d) Carpet Area: sq. mtr. ( sq. ft.).  
(e) Total Exclusive Balcony: \_\_\_\_\_ (sq.mtr.) \_\_\_\_\_ (sq.ft.)  
(f) Total Exclusive Terrace Area: \_\_\_\_\_ (sq.mtr) \_\_\_\_\_ (sq.ft.) (if applicable)

**PART II OF SCHEDULE 'A'**

All that piece and parcel of amalgamated land leasing (40 kathas + 20 kathas) = 60 kathas or 0.99 acres situated within Mouza Dabgram, J.L No. 2, Pargana Baikunthapur, recorded in R.S Khatian No. 602/2, L.R. Khatian No. 372,450 & 449, in R.S Plot No. 312, L.R Plot No. 185, R.S Sheet No. 9, L.R Sheet No. 52 Under Dabgram – II G.P., P.S. Bhaktinagar. Dist. – Jalpaiguri, in the state of West Bengal.

The said land of 60 Kathas is butted and bounded as follows:

- By the North : Land of Rabindra Nath Roy, Miting Roy, Sagarika Devi & others  
By the South : 15.5 metres wide high drain followed by road.  
By the East : Land of Himalayan Coach  
By the West : Land of I.O.C.L Pipe line.

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Partner

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS

Partner

SCHEDULE 'B'  
FLOOR PLAN

KRM DEVELOPERS  
Partner

LEFT VACANT

For & on behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS

Partner



**SCHEDULE 'C'**

**TOTAL PRICE OF THE UNIT**

Total Price of the Unit excluding Taxes is Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only)

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**SCHEDULE 'D' PART I**

**COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR  
RESIDENTIAL SEGMENT OF THE SAID PROJECT**

1. Vehicle Parking areas / spaces both in the ground floor and in the basement level within the said project and the Promoter reserves its rights / the rights to earmark the right to park car/s in the above said parking areas / spaces of the said complex to the allottee(s) for the exclusive use of any / each unit which is the part of common areas and facilities reserved for exclusive use and enjoyment of allottee/purchaser/occupant of that particular Apartment/s / Unit/s to the complete exclusion of other allottees/purchasers/occupants..
2. Multipurpose Hall
3. Swimming Pool with deck
4. AC Board Room / Digital Class Room
5. AC home theatre cum lounge
6. AC Indoor Kids Play Area
7. Podium at 1<sup>st</sup> Floor level with garden
8. Kids Pool
9. AC Indoor Games Room
10. Fully equipped AC gymnasium
11. AC work from home / meeting room / library
12. Pets Zone
13. EPDM Kids play area
14. Multipurpose Court
15. Green area with seating arrangement

For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS  
Partner

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16. Amenities & Facilities in the ultimate top Roof (terrace).

**SCHEDULE 'D' PART II**

**COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL SEGMENT OF THE SAID PROJECT**

1. A common passage of 5 feet width just behind the commercial shops left vacant which is exclusively for the beneficial use and enjoyment of the Allottee of commercial shops/ office space/shopping mall segment for the purpose of service installation/s, maintenance and for exhaust and ventilation.
2. Car parking area / open space in front of the Commercial Segment apart from the goomty / security guard room in both corners of entry and exit

**SCHEDULE 'D' PART III**

**COMMON AREAS, AMENITIES AND FACILITIES FOR BOTH THE COMMERCIAL & RESIDENTIAL SEGMENT OF THE SAID PROJECT**

1. Sewerage system, drainage system & water supply System, pumps, motors including water filtration plant if any
2. Electrical Supply inclusive of VCB Panel and LT Panel, electric room/s / meter room/s
3. Transformers/electrical system
4. DG Set along with its installation/s
5. Fire fighting system including Underground Water tanks, over head water tanks and underground fire tank, fire pumps & panel and fire panel / pump room
6. Internal access Road/driveways / walkways
8. STP
9. 4013.37 sqm. Project land.
10. Guard Room / Security Cabin, security cum office room and staff/drivers Toilet within MayFair Majestic
11. Staircases, lifts and lift lobbies, fire escapes, and common entrances and exits
13. Street lights
14. Ultimate roof / terrace (which shall be limited for the commercial segment only to the extent of setting up communication towers or other installations, VSAT, Dish and/or other antennas and other communications and satellite systems only for the business purpose of the allottees of the Commercial Segment which excludes letting / sub-letting / renting / leasing

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For & On behalf of Dr. Krishna Agarwal  
As a Constituted Attorney  
KRM DEVELOPERS

Partner

and for other similar purposes and specifically excludes for the commercial segment the rights to use the amenities, facilities, privileges built in the ultimate roof / terrace and other spaces in the ultimate roof / terrace).

**Notes/Disclaimers:**

- (a) Wall: No tiles behind/below kitchen cabinets, Wall surface above the false ceiling may be left in its original bare condition.
- (b) Marble, Limestone and granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be color and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite as well as non-uniformity between pieces cannot be totally avoided. Granite is pre-polished before laying and care has been taken for their installation. However, granite, being a much harder material than marble cannot be re-polished after installation. Hence some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.
- (c) External Paints: External plastered surface of the buildings are painted of suitable quality as decided by the Architects. Paints are manufactured product from chemicals and specific grade of minerals/natural stone product. After application this paint is exposed to weather conditions. Ultraviolet ray and weather conditions will affect life and sheen of the product and also would cause damage to the expected/designed protective properties of paints. Therefore, periodic maintenance including redoing of paints would be inevitable.
- (d) Materials, Fittings, Equipment, Finishes, Installation and Appliances: The brand, colour and model of all materials, fittings, equipment, finishes, installation and appliances supplied shall be provided subject to architect's selection, market availability and the sole discretion of the Promoter.
- (e) Air Conditioning System: Provision for fixing of window/split air conditioner in drawing dining area & bedrooms are being provided. For Split A/C assigned spaces / AC ledge are made for ease of access and to create uniformity for aesthetic purpose.
- (f) Timber: Timber is a natural material containing grain/vein and tonal differences. Thus it is not possible to achieve total consistency of color and grain in its selection and installation. Timber has inherent property to react along with atmospheric changes, which results bending, twisting and cracking if not maintained well consistently.

KRM DEVELOPERS  
Partner  
For & On behalf of Dr. Krishnar Agarwal  
As a Constituted Attorney  
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Partner

- (g) Internet Access & Cable Television: If the Purchaser requires internet access & Cable Television, the Purchaser will have to make direct arrangements with the Service Provider /or such relevant entities/authorities for services to the Unit and to make all necessary payment.
- (h) Glass: Glass, plain/clear/frosted, is widely used in residential developments and may break/ shatter due to accidental knocks or other causes. In addition, glass is manufactured material and the Purchaser may wish to note that it may not be 100% free from impurities. These impurities are not avoidable with quality checks and balances.
- (i) Tiles: Tiles are manufactured from special kind of clay and other materials. Baking on very high temperature is an integral stage of manufacturing process and therefore, shades and flatness of each lot varies a little bit. Hence, selected tile sizes and tile surface flatness cannot be perfect. Different quality assurance organizations like ISO 10545-2/ Singapore standard SS483:2000 had mentioned acceptable ranges. We have been taking utmost care while receiving materials and while installing them to minimize these issues but they can never be avoided completely due to inherent properties of the material and therefore excellence in flatness, sizes and minor chips on edges cannot be guaranteed. To minimize such issue tiles are laid with spacers.
- (j) Design Experts: Professionally qualified practicing consultants in the field are deployed to design different functions in compliance to applicable norms and guidelines. These functions are a) Architecture b) Structure c) Plumbing d) Landscape e) Fire Fighting and e) Power & Electrical. Design parameters set by such experts and applicability of their drawings and decisions are treated as final.
- (k) As per structural design principles, structures are allowed to deflect in different allowable loading/atmospheric/ground settlement/seismic parameters. Since masonry and RCC members behaves differently in such situations, therefore hair cracks in different components of the building are inevitable. These cracks are more visible in plastered surface of the masonry work. While conventionally recognized precautionary measures will be undertaken diligently but complete dis-appearance of such cracks cannot be ascertained.
- (l) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of date, no machines are found successful to execute these activities without extensive human involvement. Hence, despite all quality process in the job, undulation, out in plumb to certain extent cannot be avoided completely.
- (m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat

displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only artist's impressions of the development and cannot be regarded as representations of the fact. Floor areas are approximate measurements and are Subject to final survey.

(n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representation of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

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