

DEED OF CONVEYANCE

**This DEED OF CONVEYANCE is made on this ____ day of _____,
2026 at**

BY AND AMONGST

MEGAMIX DEALERS PRIVATE LIMITED,(PAN – AAGCM5000P), a Private Limited Company, having its registered office at 2A, Ganesh Chandra Avenue, 8th Floor, Room No. 5, Kolkata- 700013, being represented by its authorized signatory viz. **AJAY KUMAR CHAUDHARY, (PAN – ASJPC9984A), (AADHAAR NO.6335 4210 8706)**, son of Ram Parishan Chaudhari, by faith Hindu, by occupation Business, resident at Village Yadupati, Yadupati Bazar, V.T.C. Jadupatti Urf Semra, P.O. Choraut, Sub District Charaut, District Sitamarhi, State Bihar, Pin Code No. 843319, hereinafter jointly and collectively referred to as the **LAND OWNER** (which express shall mean and include unless excluded by or repugnant to the context of its legal heir or heirs, executor or executors and assigns)) of the **ONE PART;**

AND

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REVANSH HOMES AND DEVELOPERS LLP , (Permanent Account No.ABMFR5515L), (LLP REGISTRATION NUMBER ACS-5853), having its registered office at 34/35/2/1, Block A, 1st Floor, Sri Aurobindo Road, Salkia, Howrah-711106, represented by its designated partners viz. **1)SRI SUBHASH KUMAR AGARWAL, (PAN – ACKPA8780B) Aadhar Number 4644 3171 6613** Son of Late Chajju Ram Agarwal, By Occupation , Business, By faith Hindu, Residing at 34/35/2/1, Sri Aurobindo Road, Salkia, Howrah-711106 and **2) SRI SURAJIT PAUL, (PAN- AIQPP9272M) Aadhar number- 4187 1949 8170,** Son of Sri Krishna Chandra Paul, by faith Hindu, By Occupation Business, residing at 22/3/2, Ram Charan Naskar Lane, Ghushri, howrah-711107, hereinafter referred to as the **“DEVELOPER/PROMOTER“** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART:**

AND

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[If the Allottee is an individual] Mr. , (Aadhaar no.) son of aged about -----
-- years, residing at (PAN) , hereinafter referred to as the “Allottee/Buyer”
(which expression shall unless repugnant to the context or meaning thereof
be deemed to mean the heirs, executors, administrators and permitted
assigns). hereinafter referred to as the **“Allottee/Buyer”** (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) of the **THIRD PART**:

SECTION I

DEFINITIONS - For the purpose of this Deed of Conveyance, unless the
context otherwise requires: -

In these presents, unless there be something contrary or repugnant to the
subject or context, the following terms (whether used as capitalized terms or
not) shall have the respective meanings which have been assigned thereto:

- 1) “Act” means the the Real Estate (Regulation and Development) Act, 2016.
- 2) “Allottee/Buyer/Purchaser/Owner” means the person to whom an
Apartment in the Said Project particularly or in the Project generally, as the

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case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and also includes the Allottee herein. The term 'Allottee' shall mean and include:

- (a) If he/she be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

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- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self contained part of the Building of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Building or the Project Land, used or intended to be used for any residential purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Developer for such apartments in the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

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- 5) **“Building”** shall mean the One Ground Plus Ten (G + X) building on the Project Property, the Developer has already the sanctioned the building plan comprising of Ground plus Ten floors on Project Property and shall also include such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time.
- 6) **“Built-Up Area” and/or “Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two apartments, then one half of the area under such wall column or pillar shall be included in the built-up area of each such apartment.
- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the

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internal partition walls of the Apartment, as more particularly defined in the Act.

- 8) **“Common Expenses and Charges”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas and Project Common Amenities and Facilities and also the Project Property, and also the expenses for Common Purposes of the Allottees the Project and shall be payable proportionately by the Allottee periodically as part of maintenance charge.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project, the Buildings and in particular the Project Common Areas and Project Common Amenities and Facilities, rendition of services in common to the allottees of the Said Project, collection and disbursement of the Common Expenses and Charges and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective

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apartment exclusively and the Project Common Areas and Project Common Amenities and Facilities in common.

10) **“Car Parking Spaces”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space, excluding such open car parking spaces which are part of the Project Common Areas and Project Common Amenities and Facilities and are set aside for visitor car parking spaces.

11) **“Project Common Areas/Portions”** shall mean such common areas and installations including but not limited to all passages, pathways, entrances, main entrances, gates, gardens & parks, sewerage (if any), and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, amenities, that may be built or installed by the Promoter on the Project Property from time to time for the use and enjoyment thereof by all the allottees of the Said Project in common with the other allottees of the Said Project more particularly mentioned in the Schedule-E hereto. **“Exclusive Common Areas/Portions”** shall mean such common areas for construction

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of Multi Level Car Parking in the open spaces of the Project, as sanctioned by the Authority.

- 12) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project, may bear to the total Carpet Area of each of the Apartment in the Project.
- 13) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project Land and the Project Common Areas in the Project, that is attributable to such apartment at any point of time.
- 14) **“Regulations”** means the regulations made by the The West Bengal Real Estate Regulatory Authority (WBREERA) under the Real Estate (Regulation and Development) Act, 2016;
- 15) **“Rules”** means The West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 16) **“Said Apartment and appurtenance”** as more particularly mentioned and described in the Schedule-B together with the

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Parking Space the proportionate undivided share in the Project Common Areas together with the Parking Space and enjoyment of the Project Common Amenities and Facilities together with Car Parking Space including additional car parking if any particularly mentioned and described in the Schedule-B hereunder written.

- 17) **“Sanctioned Plans”** shall mean the plan sanctioned by the Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated 07.11.2025, subsequently revised vide Building Sanction if any, for construction of the Building on the Project Land, and shall deem to mean and include any modifications and/or amendments thereto, including but not limited to extensions thereof and shall also include any other plan or plans sanctioned by any other department or departments authorized to do so.
- 18) **“Masculine”** gender shall include the “Feminine” and “Neuter” genders and vice versa.
- 19) **“Singular”** number shall include the **“Plural”** and vice versa
- 20) **The term or expression 'Party'** according to the context refers to the Promoter, Land Owners or the Allottee and the term or

expression 'Parties' refers to the Promoter, the Land Owners and the Allottee 6 collectively. Reference to a gender includes a reference to all other genders.

SECTION II

1. WHEREAS

- A) 1.1 ALL THAT piece and parcel of Bagan Land measuring about 01 (One) Bigha 02 (Two) Cottahs 14 (Fourteen) Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** was owned by Sri Hemanta Kumar Mukhopadhaya, Sri Jatindra Nath Chandra, and Sri Ramkrishna Niyogi, who transferred their respective interests in favour of Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar by a registered Deed of Sale dated 9th June, 1941, recorded in Office of Sadar Joint Sub Registrar, Howrah, incorporated in Book No. I, volume No. 16, pages from 280 to 288, being Deed No. 954 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- B) Similarly, ALL THAT piece and parcel of a Danga/Bastu Land measuring about 02 (Two) Bigha 16 (Sixteen) Cottahs 10 (Ten) Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** previously held by Sri Kunja Bihari Choudhury, was also conveyed to the same purchasers, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar, by a registered Sale Deed dated 18th June, 1941, registered in the Office of Sadar Joint Sub-Registrar,

Howrah, incorporated in Book No. I, Volume No. 20, Pages from 40 to 44, being Deed No. 990 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

- C) Later, Sri Banamali Patra, the erstwhile owner **ALL THAT piece and parcel of a Bastu Land measuring about 07 (Seven) Cottahs 08 (Eight) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah** and **ALL THAT piece and parcel of a Bastu Land measuring about 19 (Nineteen) Cottahs 05 (Five) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah**, transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar by two separate registered Sale deeds — the first dated 27th June, 1956, registered in the Office of the Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 54, pages from 77 to 80, being Deed No. 3273 of 1956 and the second dated 12th March, 1958, registered in the Office of the Sadar Joint Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 22, pages from 223 to 227, being Deed No. 941 of 1958. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- D) Subsequently, Sri Kanai Lal Mondal, the erstwhile owner, **ALL THAT piece and parcel of a Makorari Mourshi Bastu Land measuring about 07 (Seven) Cottahs 13 (Thirteen) Chittaks 38 (Thirty-eight) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane,**

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under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, who transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar through a registered Deed of Sale dated 9th March, 1959, since been registered in the office of District Registrar, Howrah, incorporated in Book No. I, Volume No. 14, pages from 287 to 291 being Deed No. 1124 for the year 1959. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

- E)** In continuation of this pattern of acquisition, Sri PatitPaban Pathak, the former owner of the property i.e. **ALL THAT piece and parcel of a Bastu Bagan Land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittaks 05 (Five) Sq. Ft. and 03 (Three) Cottahs 13 (Thirteen) Chittaks 15 Sq. Ft. Bastu, Bagan and Danga Land appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah,** transferred his share exclusively to Sri Gajendra Nath Ghosh through a registered deed dated 24th December, 1962 since been registered in the office of District Sub-Registrar Howrah, being incorporated in Book No. I, Volume No. 80, pages from 153 to 157, being Deed No. 4612 for the year 1962. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- F)** Subsequently, Sri Brajo Gopal Mukhopadhyay, erstwhile owner who transferred his share i.e. **ALL THAT piece and parcel of a Pukur Land measuring about 12 (Twelve) Cottahs 05 (Five) Chittaks 08 (Eight) Sq. Ft. appertaining Holding No. 5/3, Fakir Chand Pathak**

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Lane (since been renumbered as Holding No. 5/3/A, Fakir Chand Pathak Lane), under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, in favour of M/s Orient Supply Syndicate, represented by its partners Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh. This conveyance was affected through a registered Deed of Sale dated 25th November, 1974 since been registered in the office of District Sub-Registrar of Howrah, incorporated in Book No. I, Volume No. 86, pages from 98 to 102 being Deed No. 3871 for the year 1974.

- G)** As a result of these acquisitions, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar jointly became the owners and occupiers of part of the properties as mentioned heretobefore whereas some of the properties exclusively belonged to Sri Gajendra Nath Ghosh and the property appertaining to Holding No. 5/3/A, Fakir Chand Pathak Lane, was exclusively owned by M/s Orient Supply Syndicate.
- H)** It is also pertinent to mention that over time, Sri Gajendra Nath Ghosh, Sri Binay Bhusan Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh, in association with Sri Bijay Chand Sarkar, formed a partnership firm under the name M/s Orient Supply Syndicate on 1st July, 1971, having its principal place of business at 6, Narendra Nath Mukherjee Road, Bally, Howrah.
- I)** The firm was later continued by Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh, who inducted Sri Arup Kumar Roy as a partner with a 25% share in the firm. Thus, the partnership then consisted of Sri Arup Kumar Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh.
- J)** After some years, Sri Dilip Kumar Ghosh passed away, leaving behind his legal heirs — Sri Dipan Ghosh (son), Sri Bapai Ghosh (predeceased son), Smt. Malati Ghosh (daughter in law), Smt. Srabani Ghosh (grand-daughter), and two daughters, Smt. Runa Mitra and Smt. Jhunu Sen.

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- K)** Upon the demise of one of the original partners of the erstwhile partnership firm, the surviving partners, together with the legal heirs of the deceased partner, expressed their unanimous desire to continue the business of the said firm without dissolution, in order to preserve its continuity, goodwill, and accumulated assets.
- L)** The said legal heirs, having consented to step into the shoes of the deceased partner, signified their intention to continue and represent their respective interest in the said partnership business. In pursuance of the said mutual understanding and agreement among all concerned, a Deed of Partnership was duly executed on the 1st day of April, 2019, whereby the surviving partners and the said legal heirs were admitted and recorded as partners of the reconstituted firm.
- M)** Under the said Deed of Partnership, it was specifically agreed and declared that all immovable properties belonging to or held by the partners in connection with the business of the firm, including the premises comprised in Holding No. 5/1, Fakir Chand Pathak Lane, and Holding No. 5/3/A, Fakir Chand Pathak Lane, both situated within the jurisdiction of the Bally Municipality, District – Howrah, would be brought into the common hotchpot of the partnership and treated as assets of the firm for all intents and purposes.
- N)** In furtherance of the aforesaid arrangement and for ensuring proper management, identification, and utilization of the partnership's immovable assets, the said two holdings, namely Holding Nos. 5/1 and 5/3/A, Fakir Chand Pathak Lane, were duly amalgamated into one composite property by execution of a Deed of Amalgamation by and between all the partners and legal heirs, thereby consolidating the said premises as a single and indivisible unit forming part of the partnership firm's capital asset.
- O)** It is also pertinent to mention in this connection that though the physical measurement of the property was more but following the

L.R. R.O.R. as well as record of Bally Municipality a composite holding has been created i.e. **All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 12 (Twelve) Cottahs 41 (Forty-one) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, [altogether, 06 (Six) Bigha 09 (Nine) Cottahs 41 (Forty-one) Sq.ft.]corresponding to Bally Municipality Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah.**

- P)** It is also pertinent to mention that said Deed of Partnership dated 1st April, 2019, duly recorded and defined the respective shares, rights, and interests of each partner in the reconstituted firm as follows:
- ❖ **Sri Raghupati Ghosh** – 37.50% share
 - ❖ **Sri Arup Kumar Ray** – 25.00% share
 - ❖ **Sri Dipan Kumar Ghosh** – 9.375% share
 - ❖ **Smt. Runu Mitra** – 9.375% share
 - ❖ **Smt. Jhunu Sen** – 9.375% share
 - ❖ **Smt. Malati Ghosh** – 4.688% share
 - ❖ **Smt. Srabani Saha** – 4.687% share
- Q)** Since the execution of the said Deed of Partnership, the aforesaid partners have been jointly carrying on the partnership business under the reconstituted firm in accordance with the covenants and stipulations embodied therein, and the ownership, possession, and control of the said amalgamated premises have continued to vest in the partnership firm as part of its lawful and common property.

- R) In the following year, due to mutual understanding and to prevent any possible future disputes, the partners amicably decided to dissolve the firm. The **Deed of Dissolution of Partnership** was accordingly executed on **1st April, 2020** and the partners thereto thus became the joint owners in respect.
- S) Subsequently, recognizing their advancing age and the practical difficulty in managing and maintaining the ancestral properties, the erstwhile partners executed a **Registered General Power of Attorney dated 24th March, 2021**, in favour of **M/S Deep Realtors**, empowering them to manage, control, and supervise the said properties. This Power of Attorney was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2021, Pages 179987–180030, being Deed No. 050204847 of 2021).
- T) Following this authorization, M/s Deep Realtors applied for and duly obtained a sanctioned plan for the construction and development of the said properties. However, during this period, Sri Dipan Kumar Ghosh passed away on 02.11.2023, leaving behind his widow Smt. Pranati Ghosh as his sole legal heir and successor to his interest in the property.
- U) Thereafter, the present vendors and owners, being the rightful successors and legal representatives of the previous owners, decided to proceed with the development of the said properties. Owing to their inability to undertake the construction personally, they executed a **Development Agreement** along with a **General Power of Attorney** in favour of M/s Deep Realtors, appointing them as the Developer. This document was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2024, Pages 111982–112029, being Deed No. 050203740 of 2024).
- V) Through these successive transfers, inheritances, and authorizations, the title of the properties has remained clear, continuous, and lawfully vested, ultimately empowering M/s Deep

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Realtors to undertake and execute development over the said scheduled properties in accordance with the terms of the Development Agreement and the sanctioned plan.

- W)** That for the purpose of obtaining necessary sanction plans from the appropriate municipal authority and for the convenient and beneficial enjoyment of the “Said Property”, *M/s. Deep Realtors*, being the duly constituted attorney of the present *Owners/Vendors*, had gifted a specific portion of land measuring 02 (Two) Cottahs, 02 (Two) Chittacks, and 41 (Forty-one) Square Feet in favour of the *Bally Municipality* by virtue of a Deed of Gift dated 11th April, 2025, which has since been duly registered before the Office of the *Additional District Sub-Registrar, Howrah*, and recorded in Book No. I, Volume No. 0502-2025, Pages 124330 to 124348, being Deed No. 050203757 of the year 2025.
- X)** That as a matter of fact, though the aforesaid 02 (Two) Cottahs, 02 (Two) Chittacks, and 41 (Forty-one) Square Feet of land has been deducted from the original holding by way of the said gift in favour of *Bally Municipality*, the sanction plan has nevertheless been granted and approved in respect of the entire holding, treating the whole of the property as one composite premises for the purpose of development and construction.
- Y)** Consequent upon such gift, the *erstwhile owners as mentioned heretobefore* have become and remain the joint and lawful owners of **All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 09 (Nine) Cottahs 14 (Fourteen) Chittacks 00 (Zero) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305,**

70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, [altogether, 06 (Six) Bigha 06 (Six) Cottahs 14 (Fourteen) Chittacks]corresponding to Bally Municipality Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah, morefully described in the Schedule hereunder written and for the sake of brevity and convenience hereinafter referred to as the "Said property".

Z) That it is deemed appropriate to state and record herein that the **erstwhile owners**, through their duly **Constituted Attorney Holder**, *M/s Deep Realtors*, proceeded to transfer and convey a specific portion of the schedule-mentioned property to **Mrs. Sujata Banerjee** and **Mr. Sudip Bhattacharya**. The said portion comprises **ALL THAT piece and parcel of land measuring about 18 (Eighteen) Cottahs, 03 (Three) Chittaks, and 13 (Thirteen) Square Feet**, together with all easementary rights, privileges, and appurtenances attached thereto. Such transfer was effected in accordance with the terms mutually agreed upon between the parties and duly reflected in the registered instrument executed for the said purpose i.e. Deed of Sale dated 29.04.2024, since been registered before the office of the Additional District Sub-Registrar, Howrah, and incorporated in Book No. I, Volume No. 0502-2024, Pages from 152670 to 152708, being No. 050205022 for the year 2024.

AA) That subsequent to the execution and registration of the aforesaid Deed in favour of **Mrs. Sujata Banerjee** and **Mr. Sudip Bhattacharya**, the said purchasers became the **absolute owners and lawful occupiers** of the property so conveyed, having full right, title, and interest therein. However, it later came to light that, due to an inadvertent mistake committed at the time of drafting and registration, a portion of the land was **erroneously included and wrongly conveyed** under the said Deed. That such error was purely unintentional and occurred without any mala fide intention on the

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part of either the Vendors or the Purchasers. Upon discovery of this mistake, both parties, in good faith and by mutual consent, have expressed their willingness to rectify the said error. Accordingly, they have agreed to execute a **Deed of Exchange** to **regularize, correct, and realign the title, ownership, and possession** of the respective portions of land so that the records may accurately reflect the true intent and understanding of both parties at the time of the original transaction and accordingly they execute a Deed of Exchange dated 06.11.2025 with plan annexed thereto, since been registered before the Additional District Sub-Registrar, Howrah and incorporated in Book No. I, Volume No. 0502-2025, Pages from 359789 to 359820, being Deed No. 050211826 for the year 2025.

- BB)** That subsequently, said M/S Deep Realtors duly submitted a plan before the Bally Municipality and a plan was sanctioned by Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated 07.11.2025 but due to severe paucity of working resources, said M/S Deep Realtors have become unable to proceed with or implement the said project within a reasonable time thereafter.
- CC)** That in view of such situation, and upon mutual discussions, the parties have amicably agreed to cancel and terminate the said **Development Agreement** and to revoke the said **Development Power of Attorney** as well as **General Power of Attorney**, being Nos. 579/2025 and 580/2025 and 12304/2025, which has been duly registered before the Office of the Additional District Sub-Registrar, Howrah, thereby bringing to an end all the rights, powers, and authorities heretofore conferred upon the said M/S Deep Realtors.
- DD)** That in the circumstances as aforesaid, the said erstwhile owners, being the absolute and lawful owners of the said property and having full right, title, and authority to transfer the same, **duly executed a Deed of Sale dated 17/11/2025**, conveying and assigning all their

right, title, interest, and possession in respect of the said property in favour of the present Owner/Vendor for valuable consideration and with clear intention to pass absolute ownership in favour of the present Owner/Vendor of the One Part. The said **Deed of Sale** was thereafter **presented for registration** before the Office of the Additional District Sub-Registrar at Howrah, within the District of Howrah, and was duly **admitted to registration**, being **incorporated in Book No. I, Volume No. 0502-2025, Pages from 381531 to 381583, bearing Deed No. 050212305 of the year 2025.**

- EE)** By virtue of the said registered conveyance, the present owner/vendor became seized and possessed of the said property as absolute owners thereof, having full right, title, and interest therein, free from all encumbrances and adverse claims, and have since been continuing in peaceful, uninterrupted, and lawful possession and enjoyment of the same.
- FF)** Since acquisition of title in the aforesaid manner, the Owner of the First Part has been possessing the same absolutely, incessantly, continuously, uninterruptedly, peacefully, adversely, openly, by exercising all sorts of overt acts to the knowledge and exclusion of all including creating ouster of all concerns, if there be any, and thus alternatively have acquired an indivisible right, title, interest and possession over the "SAID PROPERTY".
- GG)** The Owner of One Part herein have decided to develop the "Said Property" and complete the incomplete construction in all respect thereon together with various common service areas, amenities and facilities to be appended thereto together with the Second Part in joint venture.
- HH)** The SECOND PART is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

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- II)** The ONE PART herein approached the SECOND PART and made the above representations and requested the SECOND PART to take up the development of the “Said property” along with the ONE PART in joint venture on ratio basis.
 - JJ)** Relying on the representations of the ONE PARTY, the SECOND PART herein has agreed to jointly develop and utilize the said property by constructing a building comprising of Flats / Units / Car Parking Space / and /or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said building.
 - KK)** Upon due discussion and mutual understanding in the aforesaid manner, both the parties, namely the Owner and the Developer, duly executed a **Joint Venture Agreement** along with a **Power of Attorney**, which were duly registered before the office of the **A.D.S.R., Howrah**. The said Joint Venture Agreement was incorporated in **Book No. I, Volume No. 0502-2025, Pages 415038 to 415087**, being **Deed No. 050213237 of the year 2025**, and the said Power of Attorney was incorporated in **Book No. I , Volume No. 0502-2025, Pages 414678 to 414699**, being **Deed No. 050213240 of the year 2025**.
 - LL)** The Developer is thus fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owners in the said Project Land on which Project is to be constructed have been completed. The Developer/Promoter has registered the Said Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 at Kolkata on _____ under Registration No. _____ with The West Bengal Real Estate Regulatory Authority (WBREERA).

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2. The Developer/Promoter formulated a scheme and announced for sale of several Flats and/or Apartments/Units, Car Parking Space, etc to prospective Purchasers (Allottees).

2.1. The Allottee, intending to be a Transferee, upon full satisfaction of the Land Owners' title and the Promoter/ Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer/Promoter has allotted the same to the Allottee, who in due course entered into an agreement for sale dated _____ registered in the Office of the _____, in Book No. __, Volume No. _____, Pages _____ to _____, being Deed No. _____ for the year _____. ("Said Sale Agreement") for purchase of an Apartment being no____type ____ BHK, on ____floor, _____Side, in the Said Building having carpet area of _____ square feet corresponding to Built-up area of _____square and super built-up area of _____, square feet, with attached balcony having an area of _____ Square feet, more or less,(Said Apartment) demarcated in the Floor Plan 12 annexed hereto and marked as Annexure-B and

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pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building in the G + 7 residential building namely “.....” together with ____ (____) car parking space being car parking no.____, having an area of _____ Sqft. located on the ground floor or Parking Space of ____ (____) car parking space located on the Multi-Level Car Parking Spaces, more particularly described in Schedule “B” below (“Said Parking Space”) together with Parking Space of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule “E” below (“Common Areas”); and also together with undivided, impartible, proportionate and variable right and interest in share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule “B” below (collectively “Said

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Apartment And Appurtenances”). (hereinafter referred to as the “Said Apartment And Appurtenances” as per Floor Plan annexed hereto and collectively marked Annex-B and described in Schedule B), on the terms and conditions contained therein.

- 2.2. By the Said Agreement for Sale, the Land Owners and the Developer/Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Said Apartment And Appurtenances at or for the consideration and on the terms and conditions, morefully therein contained.
- 2.3. In pursuance of the aforesaid and by these presents the Said Apartment And Appurtenances (along with the rights appurtenant thereto) and the Pro rata share in the Common Area with the Parking Space such Common Areas, along with other allottees of the Said Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Developer / Promoter and the Land Owners to the Allottee.

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- 2.4. The Land Owners and the Developer/Promoter have since caused to be completed construction of the Said Apartment And Appurtenances in accordance with the Sanctioned Plans and has been issued the Occupancy Certificate for the Project vide No. 13 _____ dated _____ by the Howrah Municipal Corporation (“Occupancy Certificate”).
- 2.5. The Allottee has from time to time paid the Total Consideration as recorded in Said Agreement for Sale, for purchasing the Said Apartment And Appurtenances and have fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment And Appurtenances, the Allottee hereby confirms that the Promoter has duly complied with its obligations contained in Said Agreement for Sale and is not in default of its obligation therein.
- 2.6. The Developer/Promoter has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Apartment And Appurtenances and pursuant thereto the Allottee has taken such

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possession of the Apartment And Appurtenances to the Allottee's full satisfaction.

2.7. Now at the request of the Allottee, the Land Owners and the Developer/Promoter have in terms of the Said Agreement for Sale agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

2.8. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:

(a) The right, title and interest of the Land Owners to the Said Project Land and also the Said Apartment And Appurtenances;

(b) The right of the Developer/Promoter in respect of the Said Project Land

(c) The Sanctioned Plan sanctioned by the Bally Municipality. and the Occupancy Certificate;

(d) The allottee has measured the carpet area of the Said Apartment and is satisfied regarding the same and agrees and

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covenants not to ask for any details or question the computation of area or make any claims in respect thereof;

(e) The specifications of materials used for construction of the Said Apartment And Appurtenances and the Buildings;

(f) The terms, conditions, restrictions and obligations contained in the Said Agreement for Sale and these presents to be complied with and/or observed and performed by the 14 Allottee during his period of ownership of the Said Apartment And Appurtenances and the scheme of user and enjoyment of the Common Areas of the Said Project;

(g) The extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in and/or elsewhere in this Conveyance. And hereby accepts the same and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

2.9. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

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stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed of Conveyance as per Section 17 of the said Act of 2016, on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Said Apartment And Appurtenances by the Land Owners , Developer/Promoter to and in favour of the Allottee, and the right in respect of the undivided proportionate title in the Common Areas of the Said Project Land in favour of the Association. The formation of Association of Allottees is under the process of registration. Even though the Association is under formation, the Allottees has requested for immediate completion of sale of the said Apartment And Appurtenances and accordingly this Deed is being executed.

SECTION III

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. CONVEYANCE AND TRANSFER BY WAY OF SALE

In consideration of the payment of sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs.

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_____-/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) ("Total Consideration") and of the covenants, terms, conditions, stipulations and/or 15 agreements hereinafter contained and on the part of the Allottee to be observed, performed and paid by the Allottee to the Developer/Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment And Appurtenances being hereby conveyed), the Land Owners and the Developer/Promoter do and each of them doth hereby grant convey sell transfer absolutely and forever unto and in favour of the Allottee ALL THAT the Apartment being no____type ____ BHK, on ____floor, ____Side, in the Said Building having carpet area of _____ square feet corresponding to Built up area of _____square and super built-up area of

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_____, square feet, with attached balcony having an area of _____ Square feet, more or less, (Said Apartment) demarcated in the Floor Plan annexed hereto and marked as Annexure-B and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building in the G + 7 residential building namely **“REVANSH SWAPNAEER”** ” together with ____ (____) car parking space being car parking no. _____, having an area of _____ Sqft. located on the ground floor or Parking Space of ____ (____) car parking space located on the Multi-Level Car Parking Spaces, more particularly described in Schedule “B” below (“Said Parking Space”) together with Parking Space of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule “D” below (“Common Areas”); and also together with undivided, impartible, proportionate and variable right and interest in share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas,

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and Land Share collectively described in Schedule “B” below (collectively “Said Apartment And Appurtenances” AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment And Appurtenances AND all the estate right title interest property claim and demand whatsoever of the Land Owners and/or the Promoter into or upon the Said Apartment And Appurtenances AND

TOGETHER WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment And Appurtenances TO HAVE AND TO HOLD the Said Apartment And Appurtenances and every part thereof unto and to the use of the Allottee absolutely and forever SUBJECT NEVERTHELESS TO the Allottee’s covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Agreement for Sale and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said

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Apartment And Appurtenances) AND ALSO SUBJECT to the Allottee paying and discharging all municipal and other rates taxes and impositions and outgoings on the Said Apartment And Appurtenances wholly, and the Common Expenses, in connection with the Said Apartment And Appurtenances from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Apartment And Appurtenances and proportionately with respect to the Project in relation to the Common Areas.

2. The Allottee shall use and enjoy the said Apartment And Appurtenances in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees and/or of the Land Owners/Developer/Promoter.
3. It is expressly clarified herein by the Allottee to the Land Owners and the Developer/Promoter that the right, title and interest of the Allottee are confined only to the Said Apartment And Appurtenances and the Land Owners/Developer/Promoter is entitled to deal with and dispose off the apartments, parking and other spaces, properties and other

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rights comprised in the Project which are not intended to be transferred to the allottee as aforesaid. The Land Owners/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

4. THE PROMOTER AND THE LAND OWNERS DO HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:

- The Developer/Promoter has the requisite rights to carry out development upon the Said Project Land, and full power and absolute authority to grant, sell, convey, transfer, and assure unto and to the use of the Allottee, the Said Apartment And Appurtenances in the manner mentioned herein.
- The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

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- It shall be lawful for the Allottees, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.
- There are no encumbrances, trusts, liens and attachments whatsoever upon the Project Land or the Project.
- There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Said Apartment And Appurtenances.
- All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Said Apartment And Appurtenances are valid and subsisting

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and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.

- The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Occupancy Certificate has been issued and possession of Said Apartment And Appurtenances or Project, as the case may be, along with Common Areas has been handed over to the association of allottees or the competent authority, as the case may be.
- 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 Project Land) has been received by or served upon the Promoter in respect of the Project.

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- The Developer/Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Said Project to the Association by the Developer/Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment And Appurtenances hereby granted sold conveyed and transferred unto and to the Allottee herein in the manner aforesaid as shall or may be reasonably required by the Allottee herein.
- The Developer/Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his

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attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Project Land and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

- The Promoter hereby further covenant that the Allottee shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations 19 and covenants mentioned in this Deed, peaceably own, hold and enjoy the Said Apartment And Appurtenances.
- The Developer/Promoter hereby further covenants with the Allottee that the Promoter has received the Total Consideration and acknowledges the receipt thereof in the Memo of Consideration hereunder.

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**5. THE LAND OWNERS HEREBY REPRESENTS AND WARRANTS TO
THE ALLOTTEE AS FOLLOWS:**

- The Land Owners has the absolute, clear and marketable title with respect to the Project Land.
- The Project Land 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 Project Land.
- The Land Owners has not received any notice from any authority for acquisition, requisition or vesting of the Project Land or any part thereof and declare that the Project Land is not affected by the scheme of any municipal authority or government or any other statutory body.
- The Land Owners does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- The Land Owners has full authority and power to sell, convey and transfer the Project Land in favour of the association of allottees of the Project.

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- No tax, rates, cess, royalty etc. in respect of the Project Land or any part thereof is due to any authority or government.
- No person or persons have any right of pre-emption over and in respect of the Project Land or any part thereof.
- The Land Owners is the sole and absolute owners of the Said Project Land or any part thereof and the Said Project Land or any part thereof is free from and against all and/or 20 any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debutters, uses, rights, attachments, executions, lispens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the Said Project Land or part thereof.
- The Land Owners shall hand over to the Association of allottees of the Project all original title deeds, writings, muniments and other evidence of title pertaining to the Project Land in conformity with the provisions of the Act.

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**6. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN
THE PARTIES HERETO AS FOLLOWS:**

The Developer/Promoter agrees and acknowledges that the Allottee/s shall have the right to the Said Apartment And Appurtenances as mentioned below.

- The Allottees shall have exclusive ownership of the Said Apartment And Appurtenances.
- Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Owners shall convey title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the occupancy certificate from the competent authority as provided in the Act.
- The Allottees shall use the Common Areas along with other occupants, and persons permitted by the Land Owners and the Developer/Promoter and as per the rules made in this respect.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign

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Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be 21 liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Land Owners accepts no responsibility in regard to matters specified in this para above. The Allottees shall keep the Promoter and Land Owners fully indemnified and harmless in this regard.

8. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottees has seen the Said Project and the Said Apartment And Appurtenances and all Common Areas thereat including all specifications thereat, the said specifications of the Project being described in Schedule "C" below ("Specifications") and the quality of

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materials and workmanship used therein and is fully satisfied thereabout. The Allottees has also seen the layout plan, and the sanctioned plans as modified and the Completion Plan and verified the same with the Said Apartment And Appurtenances and the Project including as regards the area, and specifications thereat and is fully satisfied thereabout.

9. POSSESSION OF THE SAID APARTMENT AND APPURTENANCES:

The Allottee has inspected and is fully satisfied in all respects with the construction of the Said Apartment And Appurtenances and the Common Areas and the Project in accordance with the Specifications as more fully described in Schedule "C" below and confirms that he has no claim of whatsoever nature against the Developer/Promoter on any account whatsoever. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Dvelope/Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

10. HANDOVER OF DOCUMENTS:

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The Allottees acknowledges and confirms that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its formation and taking charge.

11. **PAST OUTGOINGS:**

The Allottees acknowledges, accepts and confirms that the Developer/Promoter has already paid all outgoings before transferring the physical possession of the Said Apartment And Appurtenances to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Allottees and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

12. **FORMATION OF THE ASSOCIATION :**

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The Developer/Promoter agrees that on receiving occupancy certificate of the Project and within such timeframe as prescribed in the Act, the Promoter shall take necessary steps for formation of an association of apartment owners of the Project ("Association"). The Allottee shall be liable to comply with the formalities of becoming a member of such Association and also to comply with the Rules and Bye-laws of the Association. The Promoter, in terms of applicable laws shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association. For this purpose, the allottees will execute a Power of Attorney in favour of the Promoter and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof and in order to enable the Promoter to take up and complete all formalities required for the Allottee to become a member of the said Association.

13. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with

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regard to the Common Purposes shall be and/or stand transferred by the Developer/Promoter and/or its nominee to the 23 Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

The Maintenance Agency is and shall be responsible to provide and maintain essential services in the Project. On incorporation of the Association the cost of such maintenance shall be payable by the Allottees separately to the Maintenance Agency. Till the taking over of the maintenance of the project by the association of the allottees, the Promoter shall look after and maintain essential services in the Project and for this purpose the Allottee shall pay to the Promoter the cost of such maintenance from the date of execution of this deed or if the allottee fails to take possession, the allottee/s shall be liable to pay maintenance charges in respect of the Said Apartment And Appurtenances from the date of deemed possession together with the interest as more fully described in Schedule "I" below.

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Within 3 (three) months of the date of formation of the Association the Developer/Promoter shall transfer the Common Areas to such Association and the Promoter shall handover the responsibility of maintenance of the Common Areas to the Association and the Association shall take over the control, management and administration of Common Areas. The Deposits, Sinking Fund/ Maintenance Deposit etc. (if any) paid/deposited by the allottees of the Project (including the Allottee herein) to the Promoter as envisaged in the Said Sale Agreement, shall also be transferred by the Promoter to the said Association after adjustment of all dues of the allottees of the Project (if any).

In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Said Apartment And Appurtenances.

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14. **DEFECT LIABILITY:**

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 the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the issuance of the occupancy certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or not using the Said Apartment And Appurtenances or due to reasons not

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solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained. Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter and Association and/or maintenance agency to enter into the Said Apartment And Appurtenances 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.

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16. **SAFETY MAINTENANCE RULES AND USAGE:**

The service areas located within the Project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set area, underground water tanks, Pump rooms, maintenance and service rooms, firefighting (if any), pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services. The Allottee/s shall always abide by the Safety Maintenance Rules as more fully described in Schedule “H” below.

17. **DEVELOPER’S RESERVED RIGHTS:** The Allottee admits and acknowledges that at the treaty of sale of the Said Apartment And Appurtenances to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Land Owners that the Promoter and the Land Owners shall be entitled to do all or any of the following acts deeds matters and things as morefully mentioned in the Schedule –

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“F” below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

- That the Promoter shall be entitled to and may construct additional vertical extensions in form of floors/apartments over the roof of the building by consuming unutilized Floor Area Ratio available for the Project as per the plans as be sanctioned by the concerned authority. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Promoter and the Land Owners shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the layout of the Apartment;
- The allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered to the Allottee because of the same. It is clarified that in case of

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additional construction on the roofs, the Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.

- The Promoter shall further be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the Apartments, in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Land Owners by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, on the contrary the Allottee agrees to render all cooperation as may be necessary

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and required by the Promoter in that regard and agrees and covenants not to raise any claim or objection in this regard at any time.

- The right of the allottee regarding the Undivided Share shall be variable depending on further/additional vertical or other constructions, if any, made by the Promoter from time to time and the allottee hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Allottee.
- Notwithstanding that the Multi-Level Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Car parking space upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.

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**18. REGULATIONS AND RESTRICTIONS USER RULES WITH RESPECT
TO THE SAID APARTMENT AND APPURTENANCES:**

- i. The Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment And Appurtenances at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment And Appurtenances, or the staircases, lifts, lift lobby, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment And Appurtenances and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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- ii. The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior or common areas of the Building comprised in the said Project save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective apartments. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- iii. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Allottee

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shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- iv. The Allottees accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project as morefully described in Schedule “G” below .

19. MISCELLANEOUS:

All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Allottee.

The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.

The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Said Apartment And

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Appurtenances and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, including Common Expenses and Charges payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

20. **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

THE SCHEDULE –A

ABOVE REFERRED TO

SAID PROJECT PROPERTY

ALL THAT All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 09 (Nine) Cottahs 14 (Fourteen) Chittacks 00 (Zero) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about

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**01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally,
[altogether, 06 (Six) Bigha 06 (Six) Cottahs 14 (Fourteen)
Chittacks]corresponding to Bally Municipality Holding No. 5/1,**

Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within
P.S. Bally, in the District of Howrah

THE SCHEDULE –A

(PART –II)

ABOVE REFERRED TO

Said Project A residential building of (G+7) storied to be constructed in the Said Project Land (Said Building) and the building namely **“REVANSH SWAPNAEER”** comprised in the Said Project Land.

THE SCHEDULE –B

ABOVE REFERRED TO

(SAID APARTMENT/UNIT AND APPURTENANCES)

Subject matter of this Deed of Conveyance (a) The said Apartment, being No. _____, on the _____ floor, having built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less and Super built-up area of _____ (_____) square feet, more or less with attached balcony measuring 34 _____ (_____) square feet, more or less in the Said G + 7 building **“REVANSH WORLD CITY”** comprised in

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Said Project Land. The layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “B”; (b) The said Parking Space, ____ (____) car parking space being car parking no._____, having an area of _____ Sqft. located on the ground floor or Parking Space of ____ (____) car parking space located on the Multi-Level Car Parking. (c) The Share In Common Areas, being pro rata share in the Common Areas of the project described in Schedule E below, as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement; and (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment;

THE SCHEDULE- C (PART-I)

ABOVE REFERRED TO

(SPECIFICATIONS)

- A. STRUCTURE – RCC frame structure.
- B. OUTDOOR FINISH -5 Years washable weather coat paint.
- C. WALL & CEILING - Putty finish.

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D. FLOORING – Vitrified tiles

E. DOORS - flush doors

F. DOOR FRAME - Sal Wood / Hardwood.

G. WINDOW – Aluminium/U-PVC sliding windows

H. SANITARY WARES- Jaquar/ Hindware/ Koller/ Roca or Reputed brand

I. SANITARY FITTINGS- Jaquar/ Hindware/ Koller/ Roca or Reputed brand

J. ELECTRICAL FITTING - Concealed wiring with provisions of modular switches (Polycab / RR cable / Anchor/ Havells/ Kolors or reputed brands).

K. KITCHEN FITTING - stainless steel sink, provision of water filter point. Provision of Chimney and Exhaust Point. 35

L. PROVISION FOR AC'S – In all bedroom and living area.

M. PROVISION FOR HOT AND COLD LINE – In shower area only

N. ROOFTOP TREATMENT- waterproofing

O. SOURCE OF WATER IN THE PROJECT – KMC water

P. LIFTS – 2 Nos.

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Q. FIRE FIGHTING ARRANGEMENT IN THE PROJECT- as per fire Department Norms.

THE SCHEDULE – D

ABOVE REFERRED TO

(THE COMMON PARTS , PORTIONS AND AMENITIES)

1. The Common Portions are as follows :

1.1 Those which are common to all the segments and are collectively called the “Service Zone” and includes the following:

1.1.1 lighting of the common areas, pumps and common utilities.

1.1.2 Electric transformer

1.1.3 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.

1.1.4 Drains and sewers from the premises to the Municipal Duct.

1.1.5 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.

1.1.6 Boundary walls of the premises including outer side of the walls of the building and main gates.

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1.1.7. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

1.1.8. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.

1.1.09 Management/Maintenance Office

1.1.10. Round the Clock Security arrangements with CCTV and intercom

1.1.11. Main entrance Gate

1.1.12 Fire Fighting Equipment and Extinguishers and Protection system

1.1.13. water supply- KMC water

1.1.14. The water pump, the pump room, water reservoir, , and distribution pipes

1.1.15. Durwans/Security Guard Room

1.1.16 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.

1.1.17 elevators in Towers, their installation and rooms.

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1.1.18. Overhead Water Tank.

1.1.19 Lifts and their accessories installations and spaces required therefore.

1.1.20 Servants/Drivers Toilet and shower room on the Ground Floor.

1.1.21 FMC Rooms, if any.

1.1.22 Any other services /facility which is required to be shared by all segments.

2. Exclusive Common Area :

2.1. Multi Level Car Parking Area: The Multi Level Car Parking spaces within the project are part of the Exclusive common areas.

2.2. Exclusive Parking Space :

Notwithstanding that the Multi Level Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Car parking space

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upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.

2.3. Restriction on Use by Others:

The Multi Level Car parking spaces designated for exclusive use shall be treated as exclusive common areas and shall not be used, occupied, or claimed by any other Allottee, occupant, or person other than the Allottee(s) to whom such Parking Space has been granted.

2.4. Revocation and Maintenance:

The exclusive Parking Space granted herein shall continue so long as the Allottee remains the owner and in possession of the Apartment/Unit. The maintenance and upkeep of such Multi Level Car parking areas shall form part of the overall maintenance of the common areas, and the cost thereof shall be borne by all Allottees through the Association/Society, as applicable.

IGBC FEATURE:

1. Certified wood material for door

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2. Natural daylight and fresh air as per norms.
 3. Energy efficient light fixture in common area
 4. Use of Recycled & Regional produced material
 5. Use of Low VOC paints in common area
 6. Onsite organic composter
 7. Solid waste management
 8. Solar power facility for common area lighting
 9. Sewage treatment plant
 10. Rain water harvesting
 11. Sun reflective flooring
- 1.3. Those which are to remain common to the Apartment. These include the following:
- 1.3.1 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
 - 1.3.2 elevators in Towers, their installation and rooms.

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1.3.4. Earmarked area of Roof of respective tower demarcated for common use

1.3.5. Overhead Water Tank.

1.3.6. Lifts and their accessories installations and spaces required therefore. 1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor.

1.3.8 Electric Rooms

1.3.9 FMC Rooms, if any.

The Developer reserves the right to alter the above scheme or any of the items at its sole discretion.

THE SCHEDULE – E

ABOVE REFERRED TO (LIMITED COMMON AREAS AND FACILITIES)

(If available in the Complex)

1. Open, and covered Car Parking areas (Dependent/Independent);
2. Exclusive Parking Space of Garden space attached to an Apartment, ;

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- 3. Demarcated area of terrace/roof appurtenant to a particular Apartment,
- ; 4. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
- 5. Open Terrace of any Floors of the Building (if any);
- 6. Storage areas (if any);
- 7. Any community or / other facility which is not meant for 40 common use;
- 8. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

THE SCHEDULE-F

ABOVE REFERRED TO (RESERVED RIGHTS)

The Developer will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout the complex and

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running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land.

- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any

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Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.

- (5) Until the sale and transfer of all the Apartment, the Developer shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Developer to market the Apartment, s and also the right to place signs in and around the common areas for marketing. Even the Developer/Land Owner may retain any floor / area of the project for its/his own uses at their sole discretion.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is

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responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.

- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Developer may think fit and proper.
- (11) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.

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- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15) The Developer shall retain for itself , its successors and assigns including all of the Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of

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the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

(16) The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines ,sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment,

(17) All unsold units , areas and spaces including parking spaces and anywhere else shall always belong to and remain the property of

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the Developer at all times remain in overall possession of such 43 unsold units space till such time.

(18) The Developer shall without any reference to the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Developer shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Developer in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever

(19) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part, its rights and obligations in respect of the Apartments/Units . The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Developer shall be entitled to sign mortgage deeds ,

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loan agreements and other documentation and do all other acts for securing project finance.

**THE SCHEDULE-G ABOVE REFERRED TO
(RESERVED RIGHTS)**

Developer's Easements and Reserved Rights

1. Passage and Services

- Right to free and uninterrupted passage throughout the complex for services/supplies.
- Can grant similar rights to Allottees or users of units.
- Services may run through conduits, trenches, or structures in, on, over, or under the building/land.

2. Additional Easements

- Right to establish additional easements, reservations, exceptions, and exclusions at Developer's discretion.

3. Ingress and Egress

- Easement for pedestrian and vehicular access over streets, paths, stairways, lanes, and common areas.
- This easement does not grant right to park on areas not designated as parking.

4. Service Provider Rights

- Can gift/transfer small portions of land to Service Providers for setting up utilities like electricity, water, gas, cable, internet, telephone, etc.

5. Sales/Marketing Rights

- Maintain business/sales offices in the project until all units are sold.
- Right to place marketing signs in common areas.
- Developer may retain floors/areas for its own use.

6. Construction & Maintenance

- Construct and maintain pipes, sewers, drains, ducts, conduits, wires, cables, and other media for services.
- Can erect scaffolding for repair, cleaning, or painting, even if it temporarily restricts access to units.
- Alter beams and columns in common portions for concealed wiring, piping, or repairs.

7. Access to Units

- Developer/Association can enter units at reasonable times for installation/repair of common services.
- No notice required in emergencies; Allottee must give immediate access.

8. Support and Alterations

- Right to support, shelter, and protection from other portions of the building.
- Can build, alter, or deal with the building, even if it affects light, air, or causes noise, dust, vibration, or inconvenience, provided the unit remains usable.

9. Development Rights

- Alter, raise height, rebuild, or erect new buildings as per sanctioned plans.
- Construct additional floors and develop adjacent properties.
- Utilize easements over, across, and under common elements for utilities, security, walkways, roadways, sewers, and cable connections without materially impairing apartment use.

10. Access Control & Safety

- Refuse access to any person deemed prejudicial to safety, character, reputation, or interest of the complex.

11. Utility Rights

- Free access to lay gas, water, electric, telephone pipes/wires, conduits, and drains over/under premises.

12. Retention of Unsold Units

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- All unsold units, spaces, and parking remain property of Developer until sold or allotted.
- Developer may sell, lease, dispose of, or otherwise deal with unsold units independently.
- Allottee(s) or Association cannot claim reduction in price or damages due to inconvenience/nuisance.

13. Transfer & Assignment Rights

- Right to assign or transfer, by lease, mortgage, sale, or otherwise, its rights and obligations for the project/units.

14. Project Financing / Security Creation

- Right to create security on project land/buildings for loans or financial assistance.
- Developer may execute mortgage deeds, loan agreements, or other documents for project finance.
- Developer has obtained finance from Aditya Birla Finance Limited (ABFL) dated 22nd Nov 2023.
- NOC will be provided to prospective buyers before entering agreements.

**THE SCHEDULE- H ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)**

Allottee's Obligations and Covenants (From Date of Possession)

1. Cooperation and Management

- Cooperate with other unit owners and the Developer in maintenance and management of the building/project.
- Observe all rules framed by the Developer or Association (including possession and permissible changes policy).
- Deposit amounts for rates, taxes, and common charges as required by the Maintenance Body/Association.

2. Use of Apartment/Unit

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- Use the unit **only for residential purposes** unless written consent is obtained from Developer/Association.
- Not to sub-divide or alter the unit's layout, including kitchen and toilet positions.
- Not to use the unit for illegal, immoral, G, or nuisance-causing activities.
- Pets are allowed only per applicable laws and regulations; pets must be leashed and cleaned up after.
- Children must be accompanied in the swimming pool.

3. Access and Maintenance

- Allow Developer/authorized personnel to enter the unit for maintenance or repairs (24-hour notice, except emergencies).
- Maintain structural stability and not bring hazardous, heavy, or combustible goods.
- Responsible for interior maintenance, pest control, and any damage caused to the unit or common areas.
- Regular upkeep of lobbies, gardens, and common areas; refurnishing/major overhaul every 5 years.
- No drilling or modifications affecting concealed pipes, wiring, or structural walls without approval.

4. Common Areas, Amenities, and Facilities

- Respect and maintain common areas, entrances, staircases, lifts, corridors, car parking, landscaped areas, and other amenities.
- No blocking, littering, misuse, or unauthorized constructions in common areas.

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- Observe rules for Community Hall usage (max 60 persons, no weddings, limited festivals, no loudspeakers beyond confined areas).
- No installation of antennas, external wiring, generators, or equipment affecting common areas without approval.
- Car parking spaces: use only allocated spaces; no subletting, commercial use, or encroachments; visitor parking as per Developer/Association rules.
- Garbage disposal: use designated dustbins or handover to housekeeping staff; keep lobbies, corridors, and common areas clean.

5. Safety, Security, and Conduct

- Follow all safety rules: fire exits, elevators, lifts, common passages, terraces, balconies.
- Prevent noise, vibration, or disturbances affecting other residents.
- Domestic help/contractors: follow rules, obtain permissions, and maintain decorum.
- No political, public, or large gatherings inside the complex unless authorized.
- Ensure pets, children, and visitors do not interfere with common area usage.
- Any act of nuisance or damage to common areas will incur fines or compensation.

6. Construction and Alteration Restrictions

- No alteration of external elevation, terraces, balconies, verandahs, window grills, color scheme, or exposed walls without approval.

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- Fit-out works must comply with Developer/Association rules; schedule work to avoid disturbance (10 AM – 6 PM, not during exams).
- No temporary or permanent structures in landscaped areas, open terraces, or common areas.
- AC installation must follow designated provisions for outdoor units and piping.

7. Utilities and Services

- Not to overload electricity, water, or other common services.
- Not to discharge oil, grease, or harmful substances into drains or common utility systems.
- Developer/Association not liable for temporary service disruptions; Allottee must cooperate.

8. Compliance and Enforcement

- Comply with municipal, local, environmental, and labor laws applicable to the unit.
- House rules, fit-out rules, and maintenance guidelines can be amended by Developer/Association at any time.
- Acts or omissions of servants, agents, contractors, or invitees are deemed acts of the Allottee.
- Breach of any covenant may result in damages, penalties, or police/legal action.

9. Acknowledgment and Acceptance

- Covenants are **perpetual and binding on Allottee and successors.**

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- Allottee agrees not to interfere with Developer's rights to sell, lease, or transfer unsold units and parking spaces.
- Allottee accepts these covenants as **necessary and reasonable** for protection of all co-occupants' rights and interests.

**THE SCHEDULE –I ABOVE REFERRED TO
SAFETY AND MAINTENANCE RULES WILL BE APPLIED TO ALL THE
ALLOTTEES/OWNERS IN TERMS OF THIS AGREEMENT.**

1. SECURITY SERVICES RULES :

- Keeping a record of visitors entering the complex premises.
- Prevent any trespassing through the Complex compound
- Guarding the Complex
- Control Traffic and prevent jams within internal roads and pathways
- Switching On/Off common lights
- The operation of water supply when needed
- The operation of lifts in case of electricity failure
- The operation of fire fighting equipment when needed.

2. SWIMMING POOL RULES:

- Upkeep of filtration system, pumps and pool surface ;
- Keep a close eye on children and children below 12 years should not enter the pool unsupervised.
- To be open for use at specified timing.
- Always have a shower before getting into the Pool.
- Use of goggles is advised to avoid irritation to eyes.
- Avoid use of pool if bottom of the Pool is not clearly visible.
- Do not carry glass objects, sharp objects or anything that can damage the pool.
- Swimming Pool should be cleaned regularly with disinfectant.
- Water recirculation system should be checked daily.

- Changing rooms should be monitored for safety.

3. Community Hall (if provided by the Developer):

- Maximum capacity will be 60 to 70 people gathering at a time.
- Decorative items should not be stuck on painted walls.
- The member renting the Hall shall be responsible to arrange cleaning.
- Cooking Food should be avoided inside the Community Hall
- Music should be within set decibel limits and as per law.

4. MUNICIPAL WATER and WATER TANKS :

- Ensure that taps are securely closed.
- Replace the leaky faucets to save water wastage;
- It is recommended to clean pipes at regular intervals.
- The Complex may be provided with Solar water connection.
- Drinking water will be supplied by municipal water
- Should be cleaned at regular intervals by a trained agency.
- The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
- If WTP is installed, then trained operator should look after the water parameters regularly and should ensure that AMC is done.
- Trained plumber to check water supply pipe lines .

5. SEPTIC TANK:

- Periodic cleaning of Septic Tank.
- Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
- Ensure that the manholes should always be kept in a closed position
- Remove excess sludge periodically

6. GARBAGE COLLECTION:

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- Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
- Garbage bags should be used for maintaining heigene.
- There should always be a trolley placed under the garbage chute. Follow the caution signals that are mentioned on the Chute .
- Do not throw boxes bigger than the size of the door of the chute.
- Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
- Manual cleaning of the moist place near the exit of the garbage once in 15 days. Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.

7. LIFT/ELEVATOR :

- AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift.
- The electrical connections, wiring, switches, plugs should be checked periodically.
- Spitting or throwing garbage inside the elevator is strictly prohibited.
- Safety instructions to be followed during emergency should be displayed inside the lift.
- Use panic button /intercom unit provided in the elevator in case of emergency.
- All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
- Children less than 10 years should not be permitted inside the elevator alone

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- Do not use elevator in case of fire and earthquake
- Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
- Smoking, Drinking and eating should be prohibited within the elevator.

8. FIRE FIGHTING EQUIPMENT:

- AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System.
- The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage.
- Refuge area should be vacant and not used for any other purpose
- Regular mock fire drill exercises should be Done
- Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
- In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
- Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time and In case procedure should be well defined. of fire,
- Assembly point in the Complex compound should be clearly indicated.

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9. INSTALLATION OF AIRCONDITIONER :

- Should be installed at pre-designated point.
- In case of split AC , the compressor unit should be installed with firm support.

- In case of leaking pipes to get the same repaired immediately.
- Electrical & AC points are designed with electrical consultant as per the furniture lay-out of the builder. If any change is required by the Allottee he can do so on his own expenses.

10. CCTV OF INDIVIDUAL FLATS :

- Ensure that the Camera lens is clean;
- Illegal filming of others using the camera is legally prohibited.
- A notice that the premises is under CCTV surveillance should be displayed.

11. COOKING GAS:

- Ensure proper ventilation and follow norms laid down by Gas agency.
- Children should not operate any equipment.
- Periodically check the gas valve, hose pipe condition for any leak.
- Change the gas pipe(rubber tube) every six months.
- In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.

12. DISH TV OF INDIVIDUAL FLATS/UNITS and PLUMBING:

- The Antenna should be installed at the pre-designated point recommended by the Developer.
- Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
- Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
- Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.

THE SCHEDULE –J

ABOVE REFERRED TO

(COMMON AREA MAINTENENCE EXPENSES)

Maintenance, Upkeep, and Common Area Responsibilities

1. Structural and Exterior Maintenance

Repair, rebuild, repaint, improve, or otherwise treat all exterior parts of the Project/Complex to keep them in good condition.

1. Replace or renew worn or damaged parts as necessary.
2. Paint all wood, metal, stone, exterior doors, and other external surfaces **at least once every 5 years** or as deemed necessary by the Association/Maintenance Body.

2. Landscaping and Gardens

Maintain gardens, lawns, flower beds, shrubs, and trees.

Tend to, renew, and repair boundary walls, fences, or hedges.

Supply water and perform necessary upkeep of landscaped areas.

3. Roads and Circulation Areas

Maintain and repair roads within the complex.

Keep roads clean, tidy, edged properly, and clear of debris.

4. Utilities, Services, and Common Facilities

Maintain and operate lifts and lighting systems, including renewal or addition of apparatus as required.

Maintain water supply lines, pumps, motors, filtration plant, and allied equipment.

Operate and maintain electric supply systems and generators.

Provide, empty, and maintain receptacles for rubbish.

Maintain and operate Community Hall (if provided) and associated facilities.

Provide other services deemed reasonable by the Management/Association.

5. Financial and Regulatory Responsibilities

Pay fair proportion of costs for clearing, repairing, or reinstating drains, sewers, and sewage treatment plants.

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Pay all rates, taxes, duties, charges, assessments, and outgoings on common areas (except those attributable to individual units).

Abate nuisance and comply with notices from local authorities relating to common areas or Project as a whole.

Maintain insurance for the building, firefighting equipment, and other common assets.

Pay fees of professional companies/agencies employed for supervision and maintenance.

6. Personnel and Administration

Administer management staff or agencies for maintenance and supervision.

Employ competent persons/firms for ongoing management and maintenance of the Project.

7. Miscellaneous Expenses

Costs relating to tree plantation, garden maintenance, and water supply.

Any other expenses reasonably required for upkeep, safety, renewal, or common purpose maintenance of the Project/Complex.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seal the day, month and year first above-written.

SEALED, SIGNED & DELIVERED

In the presence of:

WITNESSES:

1.

(OWNER of the ONE PART)

2.

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(ALLOTEE of the THIRD PART)

(DEVELOPER of the SECOND PART)

Drafted & prepared in my office

Advocate

63 RECEIPT AND MEMO OF TOTAL CONSIDERATION: RECEIVED by the Promoter from the within named Allottee the within mentioned sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) being

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the Total Consideration in full payable under these presents by
Cheques/Pay Order/Cash/Transfer and other instruments as per Memo
written herein below for the Said Apartment And Appurtenances described
in Schedule “B” above: Sl. No. By or out of Cash/Demand
Draft/Cheque/RTGS/ NEFT Date Bank Name Amount (in Rs.)

] Witnesses: Signature _____ Signature

Name : _____ Name :
_____ 65