

**DEED OF CONVEYANCE**

This DEED OF CONVEYANCE ("Deed") is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at [KOLKATA] BY AND BETWEEN:

**1. VENDORS**

(a) M/s. GANGOTRI MARCOM PRIVATE LIMITED (CIN U52190WB2011PTC162642) (PAN - AAECG2453Q); (b) M/s. GANGOTRI DEALMARK PRIVATE LIMITED, (CIN U52190WB2011PTC162641) (PAN - AAECG2454K); (c) M/s. PUSHPANJALI COMMERCIAL PRIVATE LIMITED (CIN - U52190WB2011PTC162643) (PAN - AAGCP0057R); (d) M/s. RADHA KRISHNA MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162644) (PAN - AAFCR2835J); (e) M/s. SHUBH LABH MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162645) (PAN - AAPCS7911L); (f) M/s. GANPATI MARCOM PRIVATE LIMITED (CIN - U52190WB2011PTC162646) (PAN - AAECG2452R); (g) M/s. TARAPITH COMMERCIAL PRIVATE LIMITED (CIN - U52190WB2011PTC162647) (PAN - AADCT8416F); (h) M/s. TARAPITH DISTRIBUTORS PRIVATE LIMITED (CIN - U52190WB2011PTC162648) (PAN - AADCT8417E) AND (i) M/s. TARAPITH MERCHANTS PRIVATE LIMITED (CIN - U52190WB2011PTC162649) (PAN - AADCT8418M):-

[All above are companies incorporated under the provisions of the Companies Act, 1956 and at present governed by the Companies Act, 2013, having their registered office at Godrej Genesis, Room No.1006, 10<sup>th</sup> Floor, Block - EP, P.O. SechBhawan, P.S. Electronic complex, Kolkata - 700 091, hereinafter collectively referred to and called as "VENDORS" (which expression shall unless excluded by or repugnant to the context shall mean and include their respective successors-in-interest, successors-in-office, agents and assigns thereof)] of the **FIRST PART;**

**AND**

M/s. GRAP REALTY PRIVATE LIMITED, (CIN - U07200WB2009PTC132027) (PAN - AAACP9741J) a company incorporated under the Companies Act, 1956 (still a company under the Companies Act, 2013) having its registered office at 170, Chitranjan Avenue, 4<sup>th</sup> Floor, GA, Metro Tower, P.O. Burrabazar, P.S. Jorasanko, Kolkata - 700 006 hereinafter referred to as the "DEVELOPER/CONFIRMING PARTY" (which expression shall, unless it be repugnant to the context) or meaning thereof, be deemed to mean and include its successors-in-interest, agents, authorized representative and/or assigns) of the **SECOND PART;**

[Both Vendors & Developer herein are represented by their Authorised Signatory Mr. Anil Kumar Saraf (PAN - AKTPS7086H), son of Sri Atma Ram Saraf, working for godrej at Godrej Genesis, Room No.1006, 10<sup>th</sup> Floor, Block - EP, P.O. SechBhawan, P.S. Bidhannagar, Kolkata - 700 091].



*Anil Kumar Saraf*

**AND**

(Name) \_\_\_\_\_ (PAN/CIN/AADHAR), son of/ wife of/ daughter of/ Company/LLP/HU/F \_\_\_\_\_, having its office/residence at \_\_\_\_\_ hereinafter called the "**PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

*"All parties to this Agreement i.e. Vendors, Developer and the Purchaser are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party".*

**WHEREAS:**

- A. The Vendors are the Owners of their respective share in pieces and parcel of land comprised in and admeasuring more or less 61 Cottahs 19 sq. ft. [3 Bigha 1 Cottaha 19 sq. ft. (more fully and particularly described in **Schedule A** hereunder written and hereinafter referred to as the "Said Premises"). The detail of the Ownership of the Said Premises in favour of the Vendors is more particularly detailed in **Schedule B** hereunder.
- B. The Vendors desired to with intention to develop Said Premises comprising of residential segment and for that purpose of construction of multistoried building and development of the Said Property, the Developer was appointed for construction of the Said Complex, on the terms and conditions recorded in the registered Development Agreement dated 31<sup>st</sup> March 2015, registered in the office of Addl. Registrar of Assurances - 1, Kolkata and copied in Book No. 1, being Deed No.05425 for the year 2015 (**hereinafter Development Agreement**).
- C. In pursuance of the said Development Agreement, the Developer has caused a map or plan being Building Permit No.2018020023 dated 08.02.2019 being valid till 07.02.2024 (hereinafter referred to as the said "Plan") sanctioned by the KMC whereby the Developer has become entitled to undertake development of the said Premises by causing new buildings to be constructed at the said Premises comprising of various Units/Flats & Unit/Flats constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces and the said Project has been named as "**THE RISE**" (Project).



*Arindam Kumar Singh*



- D. The Purchaser, being desirous of purchasing a Unit/Flat in the Project, applied to the Developer vide prescribed Application Form No. \_\_\_\_\_ dated \_\_\_\_\_ ("Application Form") and has been allotted vide letter dated \_\_\_\_\_ ("Allotment Letter") by the Developer a Unit/Flat being no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft. and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of \_\_\_\_\_ sq. ft. aggregating to Net Area of \_\_\_\_\_ sq. ft.: AREA Sq. Ft. Carpet Area of Unit EBVT Area Net Area = (Carpet Area of Unit + EBVT Area) on \_\_\_\_\_ floor in the Building ("Unit") along with [\_\_\_\_\_] number of Open/covered car parking space bearing nos. \_\_\_\_\_ in the \_\_\_\_\_ ("Car Parking Space") as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Garage hereinafter collectively referred to as the 'Unit/Flat', more particularly described in **SCHEDULE C** and the floor plan of the Unit/Flat are annexed hereto and marked as **SCHEDULE D**) and having the specifications mentioned in **SCHEDULE E** herein together with right to use the proportionate undivided shares in the Common Areas (defined below) for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("Consideration Price").
- E. The Developer has represented to the Purchaser that the Total Price consisted of the price of the Unit/Flat, the price of the Car parking Space, the price of the EBVT Area, the price of the Common Areas, External Walls, the extras and deposits, taxes, development charges and such other constituents as more fully described in **SCHEDULE F** herein.
- F. Subsequently an Agreement to Sale dated \_\_\_\_\_ ("Agreement") was executed and registered at the office of \_\_\_\_\_, in Book No \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ among the Vendors, the Developer and the Purchaser whereby the Developer agreed to transfer and the Purchaser agreed to purchase the Said Unit/Flat subject to the terms and conditions contained in the said Agreement and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- G. The Purchaser has from time to time as stipulated in the Agreement paid the Consideration Price in full.



*Jul Thomas Jay*

- H. The Developer since has completed construction of the Said Unit/Flat and pursuant to the Plan a Completion Certificate dated \_\_\_\_\_ has been issued by the KMC, intimated the Purchaser about its intention of executing this Deed.
- I. The Purchaser has now approached the Developer for execution of this Deed which the Developer has agreed.

**NOW THIS INDENTURE THEREFORE WITNESSETH THAT:**

**1. DEFINITIONS**

Capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed and the following terms shall have the following meanings assigned to them herein below:

**"Agreed Consideration"** shall mean Consideration Price as mentioned in Recital D above and morefully described in **SCHEDULE F** hereto paid by the Purchaser for acquiring the Said Unit/Flat;

**"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter; "Association" shall mean \_\_\_\_\_ set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

**"Common Areas"** shall mean the areas, amenities and facilities within the Project specified in **SCHEDULE G** herein;

**"Common Expenses"** shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **SCHEDULE H** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit holders including the Purchaser;

**"Common Purposes"** shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit holder and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

**"EBVTH AREA"** shall mean Exclusive Balcony/Verandah/Open Terrace Area/House Helper area and shall be part of the said Unit / Flat.



**"Maintenance Agency"** shall mean initially the Developer or any entity/agency appointed by the Developer for the maintenance and shall ultimately mean the Association formed in terms of this Deed and the said Agreement;

**"Unit/Flat Owners"** shall according to the context, mean all purchasers and/or intending purchasers of different Unit/Flats for residential purpose in the Project.

**"Said Complex"** shall mean the building to be constructed upon the said property defined under this agreement and shall include the common areas, recreation areas and common facilities and amenities provided.

**"Said project"** shall mean and include the entire area to be developed upon the said property and shall further be deemed to mean and include further addition and / or amalgamation of other adjacent land and property;

**"Said Club"** shall be and be deemed to be an integral part of the Common Portions and the Purchaser shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions provided in Agreement for Sale specifically with regard to the Said Club.

**"House Helper area"** shall mean the area attached with the particular Unit/Flat assigned for residence of only household maid/servant of the particular flat and for no other purpose;

**"Saleable area"** shall mean the area which includes the built up area of the particular unit/saleable space/ and or the constructed area of the said project including the plinth area, foundations, walls, columns, beams, support etc. together with the charged area of common portion etc together with the undivided proportionate share in the common areas and amenities.

**"Unit/Flat"** shall mean and include the residential flat on the particular floor with attached House Helper and allocated car parking space. That the residential area including balcony of purchaser shall individually be called as flat and along with House Helper and car parking space be called as Unit.

## **2. CONVEYANCE AND TRANSFER**

2.1 In consideration of the payment of the Agreed Consideration mentioned in **SCHEDULE F**, the Developer hereby sells, conveys and/or transfers, absolutely and forever to the Purchaser the Said Unit/Flat being no. \_\_\_ having carpet area of \_\_\_ sq. ft. and Exclusive Balcony/Verandah/Open Terrace Area/House Helper



*Joint Purchaser Seal*



Area Or "EBVTH Area", if any, having area of \_\_\_\_\_ square feet aggregating to Net Area of \_\_\_\_\_ sq. ft. on \_\_\_\_\_ floor in the Building ("**Unit**") along with \_\_\_\_\_ number of car parking space bearing nos. \_\_\_\_\_ in the \_\_\_\_\_ (said Unit/Flat); for itself and for and on behalf of the Vendors, hereby grants a perpetual and nonexclusive right to use and enjoy the Common Areas in common with all the other Unit holders and free from all encumbrances, trusts, liens, *lispendens* and attachments whatsoever and all benefits and rights hereby granted to the Purchaser subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Unit/Flat and proportionately with respect to the Common Areas.

- 2.2 The term 'the said Unit/Flat' wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 2.3 The right of the Purchaser shall be restricted to the Said Unit/Flat together with the right to use the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others units and car parking space in the Project.
- 2.4 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Developer shall be entitled to use, utilize, 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, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 2.5 The Purchaser shall use and enjoy the said Unit/Flat in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating

  
Jai Lal Singh

any hindrance relating to the rights of any other Unit Owner and/or of the Developer.

- 2.6 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the said Unit/Flat hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Developer and the purchaser shall have unfettered right sale transfer and convey the said Unit/Flat in favour of any person or persons provided subject to further rules and regulation as may be formed by the Apartment Owners' Association and further for such transfer the consent of Vendors or Developer shall not be required.
- 2.7 The sale of the said Unit/Flat is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **SCHEDULE I** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **SCHEDULE J** hereto, which shall be covenants running with the said Unit/Flat in perpetuity and use of the said "Club-The Rise" with other common facilities and amenities in the manner provided under **SCHEDULE K**.

### 3. COVENANTS OF THE DEVELOPER

- 3.1 The Developer hereby covenants with the Purchaser that it has the right to sell, transfer and convey the said Unit/Flat to the Purchaser free from all encumbrances and shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Unit/Flat to unto and in favour of the Purchaser.
- 3.2 The Developer hereby covenants with the Purchaser that the Developer is lawfully entitled to develop the Project and to transfer its rights in respect of the said Unit/Flat.
- 3.3 The Developer hereby further covenants with the Purchaser that the Developer has received the Agreed Consideration mentioned in **SCHEDULE-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.





- 3.4 The Developer hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including **SCHEDULE I AND SCHEDULE J** peaceably own, hold and enjoy the said Unit/Flat.
- 3.5 The Developer hereby further covenant that post formation of the Association as per the applicable local law, the Developer shall execute conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such conveyance shall be borne by the Association, i.e., the cost shall be shared proportionately among the Unit/Flat Acquirers.

#### **4. COVENANTS OF THE PURCHASER**

- 4.1 The Purchaser agrees, undertakes and covenants to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein and to pay wholly in respect of the said Unit/Flat and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges, Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, Ownership and/or maintenance of the said Unit/Flat and/or relating to this Deed of Conveyance without raising any objection thereto, within 15 (fifteen) days of demand being made and the Developer shall not be liable for the same under any circumstance and regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Unit/Flat and ensure that those to the other Unit holders are not adversely affected by any acts or defaults of the Purchaser and not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or Unit/Flat in the Project and not





question the quantum or apportionment of the Common Expenses mentioned in **Part IV of SCHEDULE-H** (Common Expenses) or the basis thereof and not object to the user of the Common Areas (mentioned in **SCHEDULE-G**) by the other Unit holders and comply with and honour the mutual easements, common rules and restrictions mentioned in **SCHEDULE-I** and get the said Unit/Flat mutated in his name and/or separately assessed by the KMC in term of the Agreement; and pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance and further pay all future betterment/development charges etc. relating to the said Unit/Flat and/or the Common Areas.

- 4.2 The Purchaser hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Unit/Flat for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Vendors/Developer and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

#### **5. POSSESSION:**

At or before the execution of this Deed, the Purchaser herein confirms that it has independently satisfied itself about the right, title and interest of the Developer in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature and simultaneously with the execution and registration of this Deed, vacant, peaceful, satisfactory and acceptable possession of the Unit/Flat has been handed over by the Developer to the Purchaser, which the Purchaser admits, acknowledges and accepts.



*Subhankar Sen*

**6. 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 Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer. Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit/Flat, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove in this clause.

**7. STAMP DUTY & REGISTRATION:**

For the purpose of stamp duty valuation, the set forth value is Rs \_\_\_\_\_, arrived at from the Consideration Price in the manner as under:

Consideration Price: Rs. \_\_\_\_\_/- Less Extras & Deposits:  
Rs. \_\_\_\_\_/- Less GST: Rs. \_\_\_\_\_ = Set-forth value: Rs.

/-



*Swati Kumar*



**SCHEDULE A****(SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring about 61 Cottaha and 19 sq. ft. being presently Municipal Premises No.5/1, Nerode Behari Mullick Road, Kolkata - 700 006, P.O. Bedon Street, P.S. Maniktalla, Ward No.15, and butted and bounded as under:-

- ON THE NORTH :-** By Nerode Behari Mullick Road;
- ON THE SOUTH :-** By Premises No.5B, Nerode Behari Mullick Road;
- ON THE EAST :-** By Premises No.5B, Nerode Behari Mullick Road;  
and
- ON THE WEST :-** By Premises No.6A, Nerode Behari Mullick Road.

**SCHEDULE B**

**(Title of Ownership of Said Property)**

**SCHEDULE C****(Said Unit/Flat)**

ALL THAT Unit/ Flat No. \_\_\_\_\_, on \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ sq. ft. more or less exclusive of EBVTH area, i.e., the Balcony area having \_\_\_\_\_ sq. ft. terrace area having \_\_\_\_\_ sq. ft. and House Helper Area measuring \_\_\_\_\_ sq. ft. more or less aggregating to \_\_\_\_\_ sq. ft. more or less having total area of \_\_\_\_\_ sq. ft. SAF - saleable area) and TOGETHER WITH right to use and enjoy the common areas parts and facilities of the said building appertaining thereto and/or attributable thereto.



*Hrit Kumar Roy*

**SCHEDULE D****[Plan of Said Unit/Flat & Car Parking Space]****[Attached as separate sheet]**

ALL THAT right to park \_\_\_ (\_\_\_) medium sized car/s on the designated car parking space area of the complex being no. \_\_\_\_\_ at Ground floor (Covered/Open to Sky/MLCP) having either Tiles / Cemented flooring in the complex named "THE RISE" at the said premises described in the Schedule C hereinabove.

**SCHEDULE E****[Specifications of the Unit/Flat]**

<b>STRUCTURE</b>	<b>Foundation</b>	RCC Substructure on Piles
	<b>Super Structure</b>	RCC framed structure with ductile detailing
	<b>Walls</b>	3ly Ash/Red Brick/ACC Blocks
<b>WALL FINISHING</b>	<b>Exterior</b>	Glass/Textured/Cement/ based Paints as per Architect's Design
	<b>Interior</b>	Plaster of Paris/ Putty
	<b>Toilets</b>	Vitrified Tiles on the wall upto ceiling height
	<b>Kitchen</b>	Vitrified Tiles Dado up to 2' from the platform
<b>FLOORING</b>	<b>Bedrooms</b>	Vitrified Tiles
	<b>Living &amp; Dining</b>	Vitrified Tiles
	<b>Kitchen</b>	Anti-skid Ceramic/Vitrified Tiles
	<b>Toilets</b>	Anti-skid Ceramic/Vitrified Tiles
	<b>Floor Lobby</b>	Marble/ Vitrified Tiles
	<b>Entrance Lobby</b>	Imported Marble/ Granite/ Tiles
	<b>Staircase</b>	Marble/ Vitrified Tile/ Stones
	<b>Parking</b>	Cemented/ Tiles
<b>OTHER FINISHES</b>	<b>Kitchen Counter</b>	Granite counter-top with beamed edges
		Stainless Steel Sink
		Provision for Chimney
<b>DOORS &amp; WINDOWS</b>	<b>Doors</b>	Quality wooden frames with flush doors



*Arul Kumar Singh*



	<p>Brass/ Stainless steel locks &amp; hinges</p> <p>Night latch &amp; eyepiece</p> <p>Fully Glazed Aluminum/ UPVC window</p>
<p><b>ELECTRICAL</b></p>	<p>Provision for adequate light and fan points</p> <p>Provision for TV&amp; Telephone in all the Bedrooms &amp; Living/Dining -</p> <p>Concealed copper wiring with modular switches</p> <p>Adequate 5/15 amp. Points in all areas</p>
<p><b>PLUMBING</b></p>	<p>Superior quality sanitary/ basin &amp; CP fittings (Jaquar or Equivalent)</p> <p>Provision for Geyser in all the toilets&amp; Washing Machine in Balcony</p> <p>Concealed plumbing &amp; pipe-work</p>
<p><b>ELEVATORS</b></p>	<p>3 Lifts (2 passenger &amp; 1-stretcher type) (Toshiba or Mitsubishi or Equivalent)</p>
<p><b>AIR-CONDITIONING (VRF SYSTEM)</b></p>	<p>Outdoor unit space</p> <p>Copper pipe line</p> <p>Waste water line</p>
<p><b>GAS BANK (KITCHEN)</b></p>	<p>Re-allocated gas pipe line</p>
<p><b>SECURITY &amp; SAFETY</b></p>	<p>CCTV monitoring for all common areas</p> <p>Modern Fire Fighting System</p> <p>Relage Platform</p> <p>Video Door Phone/ Intercom system connected with reception, security &amp; other apartments</p>



*Arindam Das*

**SCHEDULE F**

**[Agreed Consideration]**

**SCHEDULE - G**

**[Common Areas]**

<b>AT GROUND FLOOR</b>	
1.	Entry/Exit Gate
2.	Security Room
3.	Drive Way
4.	Health Trail
5.	Reflexology Pathways/Landscape Garden
6.	Multilevel Car Parking
7.	Tot-Lot Area
8.	Water Features
9.	Friends Corner
10.	Diesel Generator Transformer (CESC)
11.	Designed for Differently Able Electricity charging facility for Vehicles
12.	Reticulated Gas Bank System

<b>At 1<sup>st</sup> FLOOR</b>	
<b>CLUB (THE RISE)</b>	
1.	Banquet Hall
2.	Pool Theatre
3.	Swimming Pool
4.	Gaming Centre
5.	Fitness Centre
6.	Cards Room
7.	Party Terrace
8.	Open Yoga Lawn & Acupressure Section
9.	Change Room near Pool
10.	Admin Office
11.	Ladies / Gents toilet for Club

<b>Above ROOF</b>	
<b>CLUB (THE RISE)</b>	
1.	Roof Garden & Friends corner
2.	Sitting Under Pergola
3.	Solar Panel

<b>Others</b>	
Lifts	
1.	Video Door Phone
2.	Intercom
3.	CCTV
4.	Garbage Chute
5.	Domestic Water Distribution System



*Joshi Kumar Jay*



6	Rain Water Harvesting Tank
7	Drainage And Sewerage Treatment Plant (Stp)
8	Water Treatment Plant (Wtp)
9	Underground Water Reservoir
10	Overhead Tank
11	Water Pipe Lines And Other Plumbing Installation
12	Pump Room & Motors Installations (Fire & Water)
13	Fire Fighting System
14	Fire Refuge Platforms
15	Ducts For Ventilation / Lift / Fire / Electric / Plumbing
16	Common Passage / Lobby Of The Floor On Which The Unit Is Located
17	All Staircases of The Complex Along With Their Full And Half Landings With The Stair Covers Or The Ultimate Roof
18	Common Areas with Internal Roads
19	Common Toilets and Bathrooms
20	Admin Office, Security Guard And Maintenance Staff Rest Rooms
21	Boundary Walls and Boundary Lights
22	Transformer Electrical Wiring Meters, Common Db, Electrical Panels
23	Concealed Electrical Wiring And Fittings And Fixtures For Intercom / Epabx
24	With Connections To Each Individual Flat From The Main Gate
25	lights In The Staircase, Lobby, Admin Offices, Security Guard And Maintenance Staff Rest Rooms And Other Common Areas Street, Landscape Area (Excluding Those As Are Installed For Any Particular Unit) And Spaces Required Therefore

#### SCHEDULE - H

##### (Common Expenses)

- 1) Repairing, rebuilding, repainting, improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 2) Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
- 3) Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining, repairing and where necessary reinstating any boundary wall hedge or fence.
- 4) Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
- 5) Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the property.
- 6) Paying such workers as may be necessary in connection with the upkeep of the property.
- 7) Insuring any risks.



*Jitendra Kumar*

- 8) Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
- 9) Cleaning as necessary of the areas forming part of the Project.
- 10) Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
- 11) Maintaining and operating the lifts.
- 12) Providing and arranging for the emptying receptacles for rubbish.
- 13) Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s) / occupiers of the Project.
- 14) Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Purchaser/occupier of Project.
- 15) Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
- 16) Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17) Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
- 18) Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.



*Jitendra Kumar Singh*



- 19) Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20) The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
- 21) In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
- 22) The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

#### **SCHEDULE - I**

##### **[Mutual Easements & Restrictions]**

The under mentioned rights easements and quasi easements privileges of the Purchaser(s) to be enjoyed along with other co-occupiers:

- i. The Purchaser(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit/Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Purchasers and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit/Flat with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED



*Jai Kumar Singh*

ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser(s) or any person deriving title under the Purchaser(s) or the servants, agents, employees and invitees of the Purchaser(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchasers and the Association along such drive way and path ways as aforesaid.

- iv. The right of support shelter and protection of the Said Unit/Flat by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit/Flat through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit/Flat and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit/Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchasers and occupiers of the other spaces and portion of the Building(s).

#### **SCHEDULE-J**

##### **(Purchaser's Covenants)**

##### **Part-I (Specific Covenants)**

The Purchaser agrees undertakes and covenants to:

1) Comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time:

a) permit the Developer, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Developer



*Joint Undertaking*

shall come to an end after handing over of maintenance of the Project to the Association;

b) Permit the Developer to put up neon signs / sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost.

c) deposit the amounts for common purposes as required by the Maintenance Agency;

d) use and occupy the said Unit only for the purpose of residence and not for any other purpose;

e) use the Common Portions without causing any hindrance or obstruction to other Unit holders and occupants of the Building;

f) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;

h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;

i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;

j) to pay charges for electricity in relation to the said Unit wholly.

k) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly;

l) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay the Common Expenses, common portion electricity charges and all costs, expenses and other



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outgoings in respect of the Premises proportionately and the said Unit wholly on completion of 15(Fifteen) days from the date of booking.

m) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;

n) In the event if the Unit is booked after obtaining of completion certificate, the buyer, shall pay the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.

o) pay for other utilities consumed in or relating to the said Unit; n) allow the other Unit holders the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and

q) observe and comply with such other covenants as be deemed reasonable by the Developer for the Common Purposes.

2. The Purchaser agrees undertakes and covenants;

a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;



*Sudhakar Singh*

- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators, excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the



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Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;

m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;

o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;

p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;

q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;

r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;

s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the Building;

t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial, business or professional purpose including without limitation, as a





doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;

v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;

x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;

y) not to keep or harbour any bird or animal in the Common Portions of the Premises;

z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises: aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;

ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;

ac) not to interfere with the common use and enjoyment of the Common Portions by the Developer or the other Unit holders;

ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;



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ae) not to interfere with, obstruct or hinder the rights of the Developer regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;

af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit holders/occupiers of the said Premises and/or the neighbourhood;

ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Developer to any liability under environmental laws;

ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and

ai) not to install grills which have not been approved by the Maintenance Agency.

3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Service Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Developer fully regarding the above.

4. The Project constructed at the Premises has been named as "THE RISE". The Purchaser and/or the Unit holders and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owner and the Developer.

5. The Purchaser shall have no connection whatsoever with the other Unit holders and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit holders (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.



6. The Purchaser may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:

a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Developer, the Maintenance Agency and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

7. The Purchaser shall not claim any partition of the land comprised in the Premises.

8. The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Developer.

9. The Purchaser shall be responsible for and shall keep the Developer and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Developer indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of





any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.

10. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the Building or any portion (other than the said Unit) thereof by the Developer

### **Part - II (Maintenance)**

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.

2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.

3. The Maintenance Agency shall function at the costs of the Unit holders and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.

4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Premises, which are not separately charged or assessed or levied on the Unit holders.

5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest



shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.

7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.

8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 1 (one) month notice in writing.

9. The Purchaser shall co-operate with the other Unit holders, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Developer until the Association is formed and starts functioning effectively and till that time the Developer shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

### **Part - III (Association)**

1. After handing over possession of all the Flat Units in the Building, the Developer, shall take steps for formation of the Association in consultation with all the Unit holders for the maintenance and management of the Common Portions described in Schedule-G, the Building and other areas at the Premises. The maintenance of the



Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Developer may decide. The Purchaser shall, within 15 days from receiving a request from the Developer, become a member of the Association formed or to be formed at the instance of the Developer.

2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Developer and the Purchaser hereby consents to accept and sign the same and to assist the Developer in all respects in formation of the Association.

3. The employees of the Maintenance Agency for the common purposes, such as watchmen, security staff, caretaker, lifemen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Developer without any liability of the Purchaser and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit holders. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit holders shall bear and contribute / pay all proportionate costs and expenses for formation, including professional





charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.

6. Any association of whatsoever nature or nomenclature formed by any of the Unit holders without the participation of all Unit holders shall not be entitled to be recognized by the Developer and shall not have any right to represent the Unit holders or to raise any issue relating to the Building or the Premises.

7. The Association, when formed, shall be owned and controlled by the Unit holders proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit holders (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memorandum for Sale of flats and the Deeds of Conveyance executed by the Developer in favour of the Unit holders.

8. After the maintenance of the Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Developer in favour of the Unit holders.

9. All the Unit holders may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Flat Units by their respective Vendors or for the mutual benefit of the Unit holders subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memoranda for Sale and/or the Deeds of Conveyance executed by the Developer in favour of the Unit holders.

10. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.

11. From the date of handing over of maintenance to the Association, the Developer shall not have any responsibility whatsoever regarding



*Arindam Kumar*

the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit holders including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit holders including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Developer shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Developer and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

#### **Part -IV (Mutation, taxes and impositions)**

1. The Purchaser shall, through Developer, apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Developer liable and/or responsible in this regard on any account whatsoever. The Developer shall fully cooperate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc. That all cost shall be borne by the Unit Holder.

2. In case of default, the Developer or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees thereof from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.



*Jitendra Singh*

3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Purchaser.

4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.

5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the flats booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.

6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

#### SCHEDULE K

##### (Membership, Utilization and Rule of the Said Club)

- a) The said Club to be provided in the complex is "**Club -The RISE**" (hereinafter said club) and the Unit/Flat purchaser in the complex which is for common and non-exclusive use of the purchasers and its family members provided herein and under the said Agreement.
- b) The Developer has provided the said club on the first floor of the said complex which will be deemed to be part and parcel of common areas and amenities as already provided in this indenture. It is clarified that the Said Club shall mean and include all the recreational amenities and facilities provided in the Said Complex. The decision towards the amenities and facilities to be deemed as the part of the Said Club shall be final and binding on the Purchaser and the Vendor/Developer is under unequivocal obligation to carry out the same at its own costs.
- c) As already stated that membership of the Said Club being compulsory for the Complex Co-Owners, the Purchaser (which





expression, in the context of the Said Club, means only 1 (one) person, if the number of Purchaser under this Agreement is more than 1 (one), as be nominated inter se among the other Purchasers| agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Purchaser understands and accepts that:-

- (i) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Developer in due course and circulated to members before the Said Club is made operational by the Developer;
  - (ii) all members (including the purchaser herein) will be required to abide by the Club Rules; and
  - (iii) the acceptance by the Purchaser of the Club Rules shall be a condition precedent to completion of sale of the Said Unit/Flat in terms of this Agreement.
- d)** The Purchaser understands and accepts that:-
- (i) membership of the Said Club shall be open only to the Complex Co-Owners;
  - (ii) each Unit/Flat Owner is entitled to 1 (one) membership, irrespective of the number of owners of such Unit/Flat;
  - (iii) membership is open only to individuals and/or representative duly authorized i.e. Director in case of Company, Designated Partner in case of LLP, Karta in case of H.U.F. (i.e. no corporate membership), who, for all purposes, shall be treated as the member of the Said Club;
  - (iv) the Said Club can be used by the member and his/her immediate family i.e. Parents, spouse and children subject to a maximum of 6 (Six) person for Unit/Flat owner of 3 BHK and 8 (eight) persons for Unit/Flat owner of 4 BHK (that for purpose of meaning of immediate family, in case if the purchaser is a person having married son, then it shall mean and include his sons' wife and children);
  - (v) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees;
  - (vi) in the event of further sale of the Said Unit/Flat, the membership will stand terminated and the new purchaser shall be granted a new membership at the then applicable Club Rules;



(vii) if a Unit/Flat owner lets out his/her/its Unit/Flat, he/she/it may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by such Unit/Flat owner.

**e) Facilities at the Said Club:**

Notwithstanding anything contained in the agreement, the Purchaser understands and accepts that the Vendor/Developer shall have the sole right and discretion in planning the details and facilities of the Said Club.

**f) Commencement of Operation:**

The Vendor/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Complex Building is completed and made ready. The Purchaser understands and accepts that the Completion Date of the Said Unit/Flat has no connection and correlation with the Said Club becoming operational and the Purchaser shall not raise any claim or objection in this regard.

**g) Club Manager:**

The Purchaser understands and accepts that the Said Club may, at the sole discretion of the Vendor/Developer and subject to availability, be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Vendor/Developer.

**h) Membership Fee, Security Deposit and Monthly Subscription:**

The Purchaser understands and accepts that the purchaser has paid Rs. 100/- (Rupees One Hundred Only) per sq. ft. of the saleable area of the Said Unit/Flat as membership fee for membership of the Said Club to the Vendor/Developer.

**i) User Charge:**

The Purchaser understands and accepts that some facilities of the Said Club may be available for free of charge by members while other facilities shall be on a pay-per-use basis and the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Vendor/Developer.



**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED**  
by the Vendors at Kolkata  
in the presence of :

**SIGNED AND DELIVERED**  
by the Developer at Kolkata  
in the presence of :

**SIGNED AND DELIVERED**  
by the PURCHASER at .....

in the presence of :

