

DEED OF CONVEYANCE

This Deed of Conveyance executed at Kolkata on this _____ day of _____, 20____


By and Between

UNITED CHURCH OF NORTHERN INDIA TRUST ASSOCIATION, (PAN No. AAATT0824F) a Company incorporated under the Companies Act 1913, bearing registration number 2912 of 1938-39 and subsequent amendments under the Companies Act 2013 having its Registered Office at Omega Building, 19 August Kranti Marg, Mumbai 400007 Post Office Grant Road, Police Station Gamdevi duly represented by its Constitute Attorney Mr Rameshwar Prasad appointed by Virtue of registered Power of Attorney dated 16th day of July, 2015 and registered at the office of the Additional Registrar of Assurances III Kolkata and recorded as Being no Being no 3937 for the year 2015 hereinafter referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**.

AND

NEELAMBER CONSTRUCTIONS PRIVATE LIMITED, (PAN No. AAACN7586P) a Company incorporated under the Companies Act 1956, and subsequent amendments under the Companies Act 2013 bearing registration number U7010WB1988PTC045196 having its Registered Office at 16, Sudder Street, Kolkata- 700 016, represented by its Authorised Signatory Rameswar Prasad (Aadhar No. _____) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context

For NEELAMBER CONSTRUCTIONS PVT. LTD.



Director

or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**.

AND

Mr./Ms. _____ (PAN) (Aadhar No. _____)
son/daughter of _____, aged about _____ years, by Religion
Hindu, by occupation residing at _____, Post
Office....., Police Station, Kolkata hereinafter called
the "Allottee/Purchaser", which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include his/her heirs, executors,
administrators, successors-in-interest and permitted assigns), of the **THIRD PART**.

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

The term Owner shall mean the Transferor.

The term Promoter shall mean the Developer.

The term Allottee/Purchaser shall mean the Purchaser/Transferee

WHEREAS:

- A. By virtue of a Registered Indenture dated 21st day of December, 1970 duly executed by and between The London Missionary Society Corporation therein referred to as the party to the First Part and United Church of Northern India Trust Association therein referred to as the party to Second Part, duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 183, Pages from 183 to 211 Being No. 5316 for the year 1970, the "Owner" herein therein referred to as the Party to the Second Part namely United Church of Northern India Trust Association transferred ALL THAT land admeasuring 3 Bighas 4 Cottahs 5 Chittacks and 37 sq. ft. lying and being No.16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020 in Bhowanipore, within the limits of the Kolkata Municipal Corporation, Thana Bhowanipore and being Holding No. 289 Sub-division J, Grand Division VI, which along with its boundaries are more fully and particularly described in the **SCHEDULE A** appearing hereunder and hereinafter referred to as the "SAID PROPERTY".

- B. Therefore, by virtue of the said registered Indenture dated 21st day of December, 1970, the Owner herein became fully seised and possessed and/or well and sufficiently entitled to the said premises as the sole and absolute owner thereof and had got its name mutated in the Assessment Roll of the Municipal Corporation and have duly paid the Municipal Taxes and are also paying the Municipal taxes regularly.
- C. That in terms of the decisions and resolutions taken at the meeting of the Committee of Management the Owner herein executed a Development Agreement dated the 25th day of June 2015 in favor of the Promoter herein therein referred to as the Promoter of the Second Part and the said agreement was registered at the office of Additional Registrar of Assurances III Kolkata and recorded in Book No. I, Volume No. 1901-2015, Pages 26250 to 26293, Being No. 05153 for the year 2015. The Owners therein appointed the Promoter therein to develop the said Property by constructing a multi-storied residential building containing several independent Units thereon in terms of the sanction plan to be sanctioned through the Kolkata Municipal Corporation and further on such other terms and conditions, detailed and mentioned therein.
- D. The "**Promoter**" has got the Plans for construction of the New Buildings sanctioned by the Kolkata Municipal Corporation (KMC) being Sanction Building Permit No. dated The said sanctioned plan shall herein after be referred to as "**SAID PLAN**".
- E. The Said property was earmarked for the purpose of Building a residential project at **the said property** in accordance with the Said Plan comprising of a single Tower with one basement + ground floor + 23 upper floors containing residential flats, parking space and storeroom as shown and delineated in the Said Plan and the said project shall be known as '**Altitude 16**' ("Project");
- F. The Purchaser has approached the Promoter herein and has expressed his/her/their interest in purchasing ALL THAT Apartment/Unit being No. _____, on the _____ floor, total measuring _____ sq.ft. built-up area (more or less) _____sq. ft. carpet area (excluding balcony open terrace), with facility to park _____medium size road worthy passenger car in the open/covered/basement/MLCP car parking space, being no._____, (hereinafter for the sake of brevity referred to as the "**SAID UNIT**") more fully and particularly detailed and described in the **Schedule B** appearing herein below

and subsequent upon making themselves fully satisfied of the terms and conditions as detailed and described by the Promoter and in conformity to the consideration payable for the said flat to the Promoter.

- G. The Promoter in view of such approachment by the Purchaser through the Owner has agreed to sell, convey and transfer ALL THAT Apartment/Unit being No. _____, on the _____ floor, total measuring _____ sq.ft. built-up area (more or less) _____ sq. ft. carpet area (excluding balcony open terrace), with facility to park _____ medium size road worthy passenger car in the open/covered/basement/MLCP car parking space, being no. _____, (hereinafter for the sake of brevity referred to as the "SAID UNIT") more fully and particularly detailed and described in the **Schedule B** appearing herein below and together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said project "Altitude 16" at premises No. 16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020 at or for the consideration as detailed in **Schedule E** and further on the terms and conditions detailed and described in the said Agreement for Sale dated executed by and between the Promoter representing for self and as constituted attorney for Owner and the Purchaser herein.
- H. Car parking space - For better understanding, management and discipline amongst the apartment and/or Unit owners/occupiers of the said Residential Complex, the Promoter has earmarked and allotted the car parking space, to those Allottee/Purchasers who have applied for the same. The details of the same if allotted are more fully detailed and described in the **Schedule B** appearing hereinafter and as per the plan annexed hereto, and bordered in Red against apartment/Unit purchased by the Allottee/Purchaser to facilitate the parking of medium size road worthy passenger car therein.

DEFINITIONS

In this Deed, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"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 Owners 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 Owners 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;

“Maintenance Agency” shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

“Unit Owners” shall according to the context, mean all purchasers and/or intending purchasers of different Apartments and/or Units for residential purpose in the Project.

Interpretations:

1. Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee/Purchaser, then the portion of the whole amount payable by the Allottee/Purchaser shall be in proportion to the area of the Allottee/Purchaser's respective Unit, which will also include proportionate area of the total common area.
2. Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
3. Masculine gender shall include feminine and neuter genders and vice versa.

4. The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
5. Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. Subject Matter of Sale/Transfer: more fully described in **Schedule B**.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said advance and the intent to buy the said Unit and in consideration of the total sum of Rs...../- (Rupees only) more fully and particularly detailed and described in the **Schedule E** appearing hereinafter (the receipt whereof the Promoter and the Purchaser do and each of them doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof do hereby forever acquit, release and discharge the Purchaser and also the said unit and the properties benefits and rights appurtenant thereto), the Owner represented by the Promoter doth hereby grant, sell, transfer, convey, release, confirm, assign and assure unto and in favour of the Purchaser free from all encumbrances and liabilities ALL THAT Apartment/Unit being No. _____, on the _____ floor, admeasuring _____ sq.ft. super built-up area (more or less) equivalent to _____sq. ft. carpet area (excluding balcony open terrace), with facility to park _____medium size road worthy passenger car in the open/covered/basement/MLCP car parking space, being no._____, (hereinafter for the sake of brevity referred to as the said Unit) together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said project "Altitude 16" at premises No. 16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020 hereunder written and detailed in **Schedule B** appearing hereinafter and referred to as "the said unit", as delineated in the map or plan hereto annexed and thereon bordered in red, TOGETHER WITH all other rights in common with all other co-owners, co-occupants of the said building complex "Altitude 16" in all common areas, passages, landings, lifts, staircase, driveways, benefits and advantages attached thereto appurtenant therewith, together with right to drains, drive ways, water connections to and from the said property together with pipelines, sewerage, overhead and underground tanks, free ingress to and egress from the said property, electricity meters, meter room, motor room or any other specified area for the common use of the Unit owners and/or attached thereto more fully and particularly detailed and described in the **Schedule F** appearing hereinafter along with other easementary and quasi-easementary rights attached

thereto and all other rights attached thereto, or be appurtenant thereto morefully detailed and described in **Schedule G** free from all encumbrances, mortgages, charges, liens, lispens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, occupancy rights, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever in the said Unit and hereditaments or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished and the reversion and/or reversions, remainder and/or remainders, rents, issues, and profits of and to the said Unit and every part and parcel thereof AND all the estate right, title, interest, inheritance, reversion, use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Owner into out of and upon the said Unit and every part thereof AND all other deeds, muniments, writings and other evidence of title which is anywise relating to the said Unit or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Owner or their successors, nominees or representatives or any person or persons from whom they or any of them can or may procure the same without action or suit at law or in equity **TO HAVE AND TO HOLD** the said Unit hereby granted, transferred, sold, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances attachments, liens and trusts AND the Promoter do and each of them doth hereby covenant with the Purchaser that notwithstanding any act or deed matter or thing by the Promoter made done or executed or knowingly suffered to the contrary the Promoter through the Owner now have in themselves good right full power and absolute authority to grant sell transfer convey release and confirm the said Unit hereby granted and transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said Unit and each and every part thereof and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by the Owner or any person or persons lawfully or equitably claiming from under or in trust for the Owner and Promoter or any of them or from under or in trust for any of their predecessors-in-title AND FURTHER that the Promoter and all persons having lawfully or equitably claiming any estate or inheritance in the said piece of land or any part thereof from under or in trust for the Owner from under or in trust for any of their predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other acts deeds and

things for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall and may be reasonably required AND the Promoter do and each of them doth hereby further covenant with the Purchaser that the Promoter and the Owner shall on and with effect from this day not have any right, title, claim or interest over or in respect of the said property or part thereof AND the Promoter have today handed over to the Purchaser vacant, khas and peaceful possession of the said property and other common areas and spaces to be enjoyed in common with other co-owners of the said Property.

Right to use the common area of the said Residential Complex more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said property and/or the said Residential Complex, including the common facilities and amenities provided thereat.

The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule -H**, which shall be covenants running with the said Unit.

Covenants of the Allottee/Purchaser:

1. The Allottee/Purchaser subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule - H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
2. The Allottee/Purchaser has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure,

at the time of booking and the Allottee/Purchaser hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

3. Upon execution of this deed of sale, the Allottee/Purchaser, subject to the warranty mentioned in clause 4 under the heading Promoter Covenants, hereafter, shall not raise any claim of whatsoever nature, against the Promoter.
4. In respect of the other spaces, properties and other rights which are not intended to be transferred to the Allottee/Purchaser as aforesaid, the 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, without any reference or objection of the Allottee/Purchaser. The Allottee/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.
5. The Allottee/Purchaser shall be entitled TO HAVE AND TO HOLD the said Unit 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 Allottee/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 Promoter.

Covenants and Rights of Promoter:

1. The Promoter confirm that the title to the said Unit is marketable and free from all encumbrances and the Promoter have good right, full power and absolute

authority to sell, transfer and convey the said Unit, as mentioned in **Schedule B**.

2. That at the costs and requests of Allottee/Purchaser, the Promoter shall do all such acts and execute all documents either as self or as a Constituted Attorney of the Owner as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee/Purchaser and shall also, for verification produce and/or provide all original title documents/papers, unless prevented by fire or irresistible force.
3. The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within ____ calendar months from the date of Completion Certificate, issued by the KMC more fully detailed and detailed in **Schedule C** appearing hereinafter.
4. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee/Purchaser or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/Purchasers, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed

and constructed based on the commitments and warranties given by the Owners/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments/Units and the Common project amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee/Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

5. The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee/Purchaser, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex "Altitude 16", at such consideration or in such manner as thought to be deemed fit and proper.
6. The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

7. The Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee/Purchaser shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee/Purchaser shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. **Possession:**

Simultaneously upon execution of this deed of sale, the Promoter have handed over vacant khas possession of the said Apartment/Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee/Purchaser, which the Allottee/Purchaser hereby admits and acknowledges, to have received and the Allottee/Purchaser/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Unit against the Transferor.

SCHEDULE - A

(Said Premises)

ALL THAT piece and parcel of land land admeasuring 3 Bighas 4 Cottahs 5 Chittacks and 37 sq. ft. lying and being No.16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020 in Bhowanipore, within the limits of the Kolkata Municipal Corporation, (formerly District 24 Parganas, Sub-district Alipore), Thana Bhowanipore and being Holding No. 289 Sub-division J, Grand Division VI, more fully delineated and demarcated on the Map annexed hereto and marked 'A' and bordered with colour "YELLOW" thereon and butted and bounded as follows:

On the North By :

On the East By :

On the South By :

On the West By :

Together with the boundary wall and structures/building therein and all easement rights and all other rights, appurtenances and inheritances for access and user of the said Land.

Schedule-B

(said Unit)

ALL THAT Apartment/Unit being No. _____, on the _____ floor, total measuring _____ sq.ft. built-up area (more or less)_____sq. ft. carpet area (excluding balcony open terrace), with facility to park _____medium size road worthy passenger car in the open/covered/basement/MLCP car parking space, being no._____, (hereinafter for the sake of brevity referred to as the said Unit) together with impartible undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities, more fully described in **Schedule - F**, of the said project "....." at premises No. 16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020

SCHEDULE - C

(Building Plan, Revised Sanction Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Residential Housing Complex, at Premises No. 16 Lala Lajpat Rai Sarani (formerly 16 Elgin Road) Kolkata - 700 020, vide Building Permit No. No._____ dated _____.

The Promoter on the basis of above mentioned plan, has completed construction of the Residential Housing Complex 'Altitude 16' and KMC has granted completion certificate bearing No. _____ dated _____.

SCHEDULE - D

(Sale Agreement)

The Owner and the Promoter have entered into a Sale Agreement on _____ with the Allottee/Purchaser herein for sale/allotment of a Residential Apartment more fully described in the **Schedule B**.

SCHEDULE - E

(Consideration)

Price for the said Unit as described in Schedule - B , above	Rs. xxxxxxxxx
Price for car parking as described in Schedule - B , above	Rs. xxxxxxxxx

Total: Rs. xxxxxxxxx

(Rupees _____) only.

SCHEDULE - F

(Common Areas for Apartment/Unit Owners)

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lobbies, Waiting Lounge and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the New Building, (d) Stair head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the New Building (g) Children play area (h) Common Toilet on the ground floor, (i) Durwan/Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Swimming Pool and other areas provided for common use of all the residents of the Building/s.

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat, (d) KMC Water Line, (e) Fire Fighting System.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing backup power to each unit (f) EPABX / Intercom system/CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

Schedule G

(Easement & Restrictions)

All Apartment/Unit owners/occupants of the said Residential Complex including the Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments/Units over

the common portion.

2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment/Unit or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule - H.**
5. None of the Units shall be partitioned by metes and bounds by dividing an said Unit, for the purpose of sale of such part/s of the said Unit.
6. The Allottee/Purchasers/occupiers of the said Unit shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -H

(Allottee/Purchaser's Covenants)

Part I

(Specific Covenants)

1. **The Allottee/Purchaser shall not:**

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments/Units and/or any portion of the Residential Complex and/or the said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other apartment/Unit by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments/Units in the said Project.

- 1.9 Use or allow the said Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Project, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Project.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee/Purchaser from displaying a small and decent name - plate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.

- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.18 Question the quantum of any amount levied upon the Allottee/Purchaser on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighboring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighboring premises shall be treated as part of the total development.
- 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in **Schedule-G.**

2. **The Allottee/Purchaser shall:**

- 2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof,

which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.

- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee/Purchaser shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferor and/or those that by the Association upon its formation.
- 2.9 The Purchaser shall 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 Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required. In case of default, the Promoter 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 therefor 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. 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.

Part-II

(Maintenance of the Residential Complex)

1. The Promoter has constructed a Residential Complex called 'Altitude 16' as more fully mentioned in **Schedule - C**.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The Allottee/Purchaser shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferor for the maintenance and management of the Common Portions more fully described in **Schedule -F**.
4. The Transferor shall assist the Allottee/Purchaser in all respects in formation of the Association/Body.

The Allottee/Purchaser shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee/Purchaser shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.

5. The Allottee/Purchaser shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
6. The Allottee/Purchaser shall pay all the charges and fees to the Association/ Body as may be levied upon the Allottee/Purchaser by the Association/Body within the dates due therefor.
7. No Allottee/Purchaser shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III

(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee/Purchaser. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferor shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for

a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.

4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee/Purchaser, then the Allottee/Purchaser shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.

9. The Allottee/Purchaser shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee/Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV

(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.

6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.

7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.

8. **Others:**

8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.

9. The Allottee/Purchaser shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee/Purchaser shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee/Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee/Purchaser hereby consents to the same:

i) to discontinue the supply of electricity to the "Said Unit".

ii) to disconnect the water supply

iii) not to allow the usage of lifts, either by Allottee/Purchaser, his/her/their family members, domestic help and visitors.

iv) to discontinue the facility of DG Power back-up

v) to discontinue the usage of all amenities and facilities provided in the said project 'Altitude 16' to the Allottee/Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee/Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/ Association to realize the due amount from the Allottee/Purchaser.

Part-V

(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee/Purchaser shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee/Purchaser shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee/Purchaser alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the

Allottee/Purchaser shall pay taxes proportionately along with other Allottee/Purchasers.

3. Besides the amount of the impositions, the Allottee/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.
4. The liability of the Allottee/Purchaser of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body 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 Allottee/Purchaser thereof from the Allottee/Purchaser.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNER represented through its
Constituted Attorney at Kolkata in
the presence of:

Executed and delivered by the
PROMOTER at Kolkata in the
presence of:

Executed and delivered by the
ALLOTTEE/PURCHASER at
Kolkata in the presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees)
only by cheques as full consideration and/or price for sale of the said Apartment/Unit
from the Allottee/Purchaser.

MEMO OF CONSIDERATION						
SL NO	BY CASH/CHEQUE	DATE	BANK, BRANCH	CHEQUE AMOUNT (INCLUDING TAX)	GST DEDUCTION	CONSIDERATION (EXCLUDING GST)

WITNESS:

(Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

**UNITED CHURCH OF NORTHERN INDIA
TRUST ASSOCIATION**

.....Owner

AND

**NEELAMBER CONSTRUCTIONS PRIVATE
LIMITED**

... PROMOTER

AND

.....

...
ALLOTTEE/PURCHASER

DEED OF SALE

For NEELAMBER CONSTRUCTIONS PVT. LTD.



Director