

Area/- (Rupees one hundred) per square feet, based on the carpet area of Said Apartment, to the Promoter.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	
Generator: stand-by power supply to the Said Apartment/Flat from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter	
Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: fees of Messieurs Saha & Ray, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs.20,000/- (Rupees twenty thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.	
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Common Area Maintenance (CAM) deposit of 6 months need to be paid prior to handover. A further 3 months CAM need to be simultaneously taken towards advance.	

SCHEDULE 'D'

Specifications

(Which Are Part Of the Said Apartment)

Structure

Earthquake resistant RCC framed structure with monolithic concreting Internal Walls
RCC/ACC wall over laid with white cement putty.

Doors

Doors with tough timber frames and solid-core flush shutters.

Windows

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Aluminum frames with fully glazed shutters and quality fittings.

Flooring

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

Kitchen

Floor

Ceramic tiles

Counter Tops

Granite with steel sink

Dados

Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor

Anti – skid tiles

Dados

Ceramic tiles upto a height of 7' (seven) feet

Sanitaryware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

Superior Quality concealed copper wiring with the latest modular switches.

Telephone Wiring

Central distribution console, networked with all Flats.

Exterior

Weatherproof exterior finish.

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation

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- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/Building
- Roof Area
- CCTV
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Stair Room

SCHEDULE 'F'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottees on a non-exclusive basis along with Allottees/s/occupants in the Whole Project)

Sl.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk [constructible on all Blocks/Buildings save and except Harmony and a future Block (constructible on the Northern Side of the Larger Property)] and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'G'

(Covenants)

The Allottees covenants with the Promoter (which expression includes the body of apartment transferees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("**Association**"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottees:** The Allottees is acquainted with, fully aware of and is thoroughly satisfied about the title of the Transferor, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Transferor and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants

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mentioned in this Agreement and the Allottees hereby accepts the same and shall not raise any objection with regard thereto.

2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottees has examined and is acquainted with the Said Complex and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees of the Said Complex/Whole Project.
4. **Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Allottees further admits and accepts that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admits and accepts that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at

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the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of block/building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
10. **Variable Nature of Land Share and Share In Common Portions:** The Allottees fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In

Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. **Allottees to Participate in Formation of Association and Apex Body:** The Allottees admits and accepts that the Allottees and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all block/building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment Allottees will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees further admits and accepts that the Allottees shall ensure and not object to the Association joining the Apex Body.

11. **Obligations of Allottees:** The Allottees shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment Allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.

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- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.

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- (j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Siddha*.
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

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- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirms that the Allottees shall not violate any terms of the statutory requirements/fire norms.

11.1.11 **Notification Regarding Letting/Transfer:** If the Allottees lets out or sells the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Allottees address and telephone number.

11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottees has accepted the scheme of the Promoter to construct/develop the Said

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Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottees has no objection to the continuance of construction in the other portions of the Larger Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.

- 11.1.13 **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex.
- 11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all Allottees of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter with right of exclusive transfer and the Allottees specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Allottees/transferees of the Said Block/Building.
- 11.1.15 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the blocks/buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

12. **Said Club:**

- 12.1 The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all Allottees of the Whole Project. It is clarified that (1) the decision of the Promoter as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottees and (2) the Allottees hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

- 12.2 **Membership Obligation of Allottees:** Membership of the Said Club being compulsory

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for all Allottees of the Whole Project, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottees/s under this Agreement is more than 1 (one), as be nominated *inter se* among the Allottees/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of Transfer of the Said Apartment And Appurtenances in terms of this Agreement.

- 12.3 **Membership Scheme of Said Club:** The Allottees understands and accepts that (1) membership of the Said Club shall be open only to the Allottees of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees/Allottees of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Allottees is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (7) if an Allottee lets out his/her apartment, he/she 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 the Allottees.
- 12.4 **Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottees understands and accepts that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.
- 12.5 **Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Allottees understands and accepts that the Completion Date of the Said Apartment and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.
- 12.6 **Club Manager:** The Allottees understands and accepts that the Said Club (at the sole discretion of the Promoter) shall be managed and operated professionally through a club

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operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottees further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Allottees of the Said Complex shall have no right to replace the Club Manager.

- 12.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Allottees understands and accepts that (1) the Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee (2) the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.
- 12.8 **User Charge:** The Allottees understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.
13. **Nomination:** The Allottees admits and accepts that before the execution and registration of Deed Of Transfer/Sub Lease of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:
- (a) The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- (b) The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Transferor and the Promoter.
- (c) The Allottees shall pay an additional legal fee of Rs. 10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
- (d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

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SCHEDULE 'H'
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

Biraj Krishna Haldar
Priyanka Haldar

sg

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Transfer at Kolkata in the presence of attesting witness, signing as such on the day first above written.

Debasish Ghosh

**Authorized Signatory
[Transferor]**

Debasish Ghosh

**Authorized Signatory
[Promoter]**

Binay Krishna Haldar

Binay Krishna Haldar

Priyanka Haldar

Priyanka Haldar

[Allottees]

Witnesses:

Signature Mitra Paul

Signature _____

Name MITRA PAUL

Name _____

Father's Name LATE NANTU PAUL

Father's Name _____

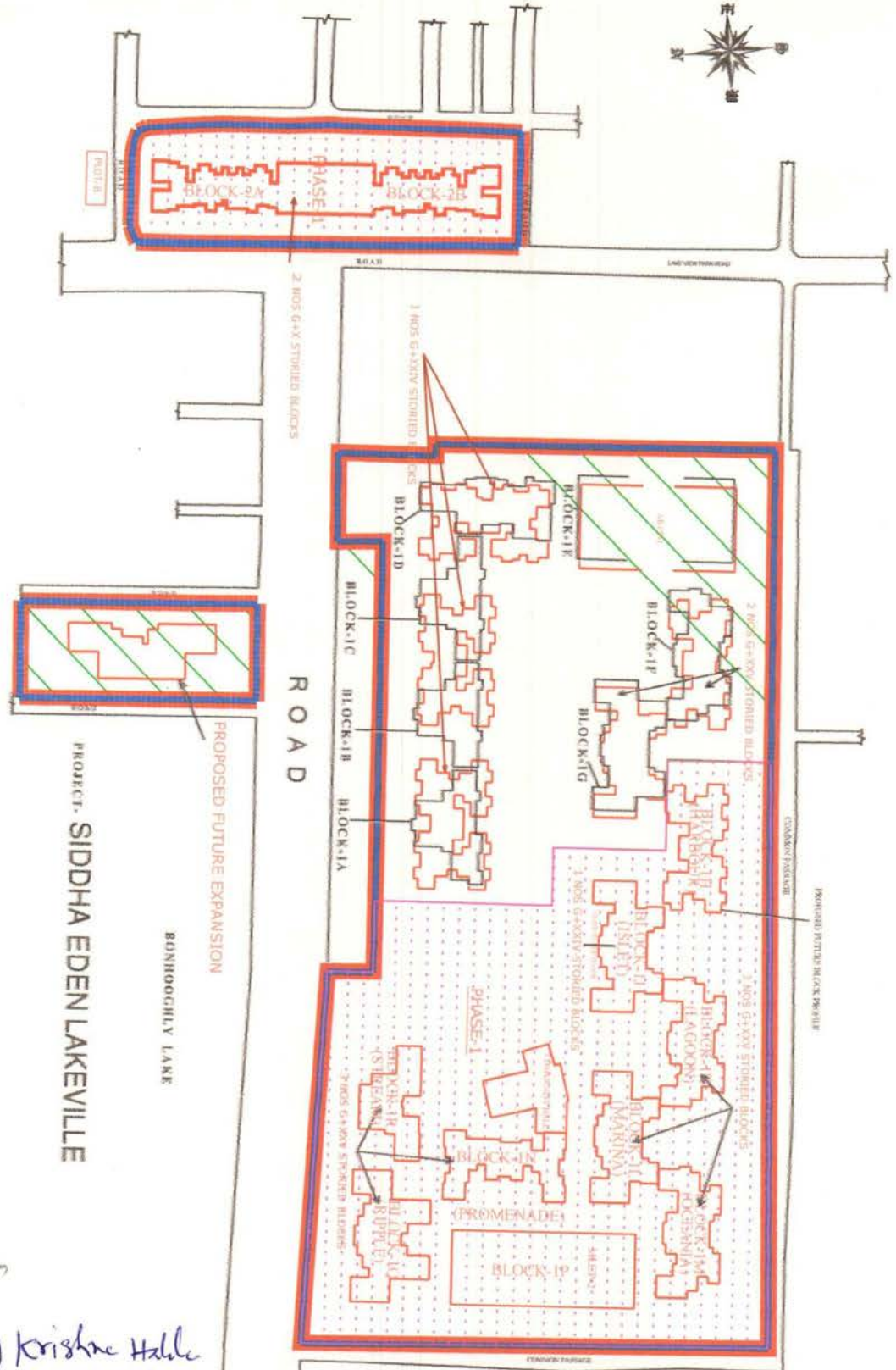
Address 99A Park Street

Address _____

6th Floor, Kolkata-700016-42.

SITE PLAN OF PROJECT SIDDHA EDEN LAKEVILLE LOCATED AT PREMISES NO. 591, BONHOOGLY ARABLE LAND, HOLDING NO. 4 (OLD NO. 1290), WARD NO. 15 (OLD NO. 3129), DIST. NORTH 24 PARAGANAS, UNDER BARANAGAR MUNICIPALITY.

ANNEXURE - 1



PROJECT, SIDDHA EDEN LAKEVILLE

BONHOOGLY LAKE

PROPOSED FUTURE EXPANSION

ROAD

2 NOS G+XV STORED BLOCKS

1 NOS G+XIV STORED BLOCKS

LEGEND

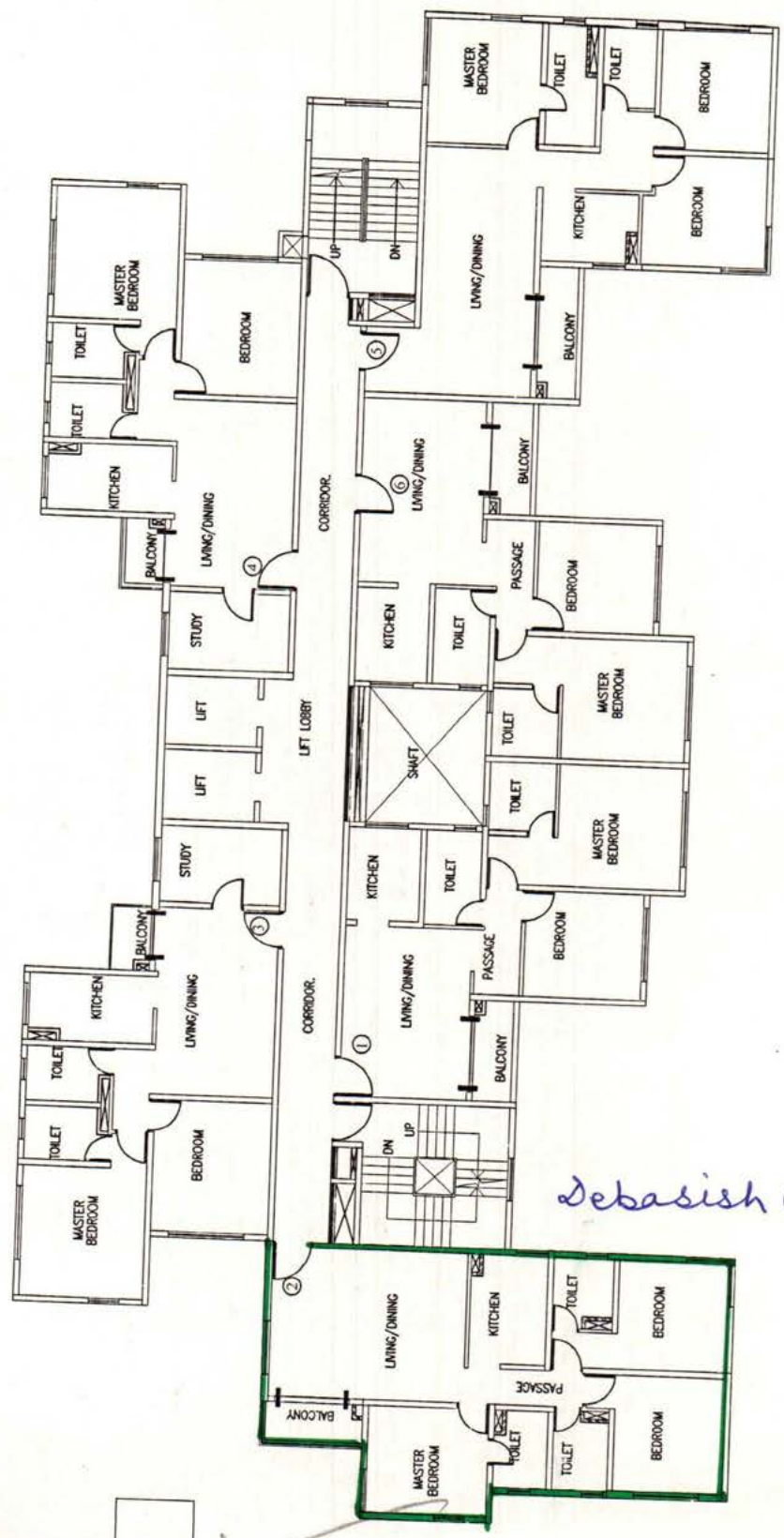
- LARGER PROPERTY
 - SANCTIONED BOUNDARY
 - SANCTIONED BLOCK PROFILE
 - PROPOSED BLOCK PROFILE
 - PHASE-1
 - PROPOSED FUTURE EXPANSION AND REVISION
- PHASE-1
SANCTIONED 7 NOS OF G+XIV STORED RESIDENTIAL BUILDINGS, 1 NO OF G+XV STORED RESIDENTIAL BUILDING WITH CLUB AT 23RD & 24TH FLOOR, 1 NO OF B-G-VII STORED MFCP BUILDINGS, 2 NOS OF G+V STORED RESIDENTIAL BUILDINGS
- PROPOSED FUTURE EXPANSION AND REVISION
2 NOS OF G+XV STORED RESIDENTIAL BUILDINGS, 1 NOS OF G+XIV STORED RESIDENTIAL BUILDINGS, 1 NO OF B-G-VII STORED MFCP BUILDINGS

Biny Kristne Haldar
Priyanka Haldar
Debasish Ghosh

FLOOR PLAN OF FLAT NO. DA 1202 ON FLOOR NUMBER _____

FLOOR PLAN - ANNEXURE 2'

IN TOWER / BUILDING NO. _____ NAMELY _____ IN PROJECT NAMED _____



Debasish Ghosh

SHOWN THUS



Binay Krishna Halder Priyanka Halder

Saha & Ray
Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kivan Sankar Roy Road
Kolkata-700001

Flat No. OA1202, 12th Floor
Oceania
Siddha Eden Lakeville,
North 24 Parganas

FLAT SALE AGREEMENT

...Allottee(s)
Binay Krishna Haldar & Anr.

Checked By: PR
18/11/19

And

... Promoter
Siddha Real Estate Development Private Limited

And

.....Transferor
Eden Realty Ventures Private Limited

Between

Dated this _____ day of _____ 2019