

**DRAFT INDENTURE FOR SREDPL ALLOCATION**

**Indenture**

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**

- 3.1 **Eden Realty Ventures Private Limited** (formerly known as Laxmi Realtors Private Limited), a company governed by The Companies Act, 2013, having its registered office at Metropolitan Building, 7, Jawaharlal Nehru Road, Kolkata-700013, Police Station New Market (PAN **AAACL9697H**), represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Transferor**, which expression shall include its successors-in-interest)

**And**

- 3.2 **Siddha Real Estate Development Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 6<sup>th</sup> Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (PAN **AAJCS6830L**), represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Promoter**, which expression shall include its successors-in-interest and assigns)

**And**

- 3.3 \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Transferee/Sub Lessee/Transferee/Sub Lessee**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Transferor/SubLessor, Promoter and Transferee/Sub Lessee/Transferee/Sub Lessee are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### **NOW THIS TRANSFER WITNESSES AS FOLLOWS:**

#### **4. Subject Matter of Indenture**

- 4.1 **Said Apartment:** Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** (**Said Apartment**), in Block/Building No. \_\_\_\_\_ (**Said Block/Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry

Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, within Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a phase (**Phase 2**) of the Whole Project (defined in 5.12.1 (iii) below) named **Siddha Eden Lakeville (Said Complex)**, constructed/being constructed on land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"** ("**Larger Property**").

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built-up area of the Said Apartment bears to the totalsuper built-up area of the Said Block/Building.
- 4.3 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Indenture are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

## 5. Background

- 5.1 **Entitlement to Larger Property:** The Refugee Relief and Rehabilitation Department of the Government of West Bengal ("**State Government**"), by virtue of land vested in it vide L.A.(LDP) Case No. 37 and 50 of 1954-55, is the legal and rightful owner being absolutely seized and possessed of and well and sufficiently entitled to land measuring approximately 17.81 (seventeen point eight one) acre comprised in various *Dags* of *Mouza* Palpara, J.L. No. 7 and *Mouza* Noapara, J.L. No. 9, District North 24-Parganas

together with structures erected thereon, situate, lying at and being Municipal Premises No. 561 (presently 561 and 561/A, separately), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**State Government's Property**"), which comprised of tenements popularly known as Bonhooghly Tenement Scheme ("**Said Tenement**"). Since the Said Tenement had become dilapidated and unfit for habitation, the State Government formed a Committee to examine the same and decide about the future thereof and on the recommendation of the said Committee, the State Government decided to re-develop the State Government's Property ("**Redevelopment Project**") through a joint venture ("**Joint Venture**"). Pursuant to a widely circulated advertisement and following a transparent and lawful process of open tender and award to the highest bidder, the State Government selected the Transferor as its partner in the Joint Venture for the Redevelopment Project and issued to the Transferor, a Letter of Intent dated 14<sup>th</sup> February, 2006 ("**LOI**"), which includes all subsequent modifications and documentation in this regard). Thereafter, a lease in respect of a demarcated portion, therein, being land measuring 12.20 acre (twelve acre and twenty decimal), out of State Government's Property, for a period of 99 (ninety nine) years with right of renewal for a further period of 99 (ninety nine) years, was granted in favour of the Transferor *vide* a Deed of Lease dated 18<sup>th</sup> September, 2014 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.57, Pages 3966 to 3984, being Deed No.11873 for the year 2014 ("**Deed Of Lease**"). Thus, the Transferor is entitled on leasehold basis, to land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, within Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**Project Property**"). The Transferor is also entitled on leasehold basis, to land measuring 3.56 (three point five six) Acre equivalent to 14431.94 (fourteen thousand four hundred and thirty one point nine four) square meter, more or less, within Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**Future Property**"). Land measuring 6.66 (six point six six) Acre equivalent to 26952 (twenty six thousand nine hundred and fifty two) square meter, more or less, upon which Phase 1 of the Said Complex (defined in Clause B), hereinbelow, the Project Property and Future Property collectively being the Larger Property which is more particularly described in **Schedule A-1** below, being land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) *bigha*, 3 (three) *cottah* and 30.17 (thirty point seventeen) square feet, more or less **together with** structures erected thereon, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in *Khatian* Nos. (LR) 2 and 819 (modified), *Mouza* Palpara, J. L. No. 7 and R.S. *Dag* Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in *Khatian* Nos. 810 (modified), *Mouza* Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, delineated by

**Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”**. The details pertaining to the entitlement of the Transferor/Sub Lessor to the Larger Property are elucidated in the Title Report issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively “**Title Report**”) and the devolution of title and entitlement details of the Transferor/Sub Lessor to the Larger Property (as mentioned in the Title Report) is annexed and marked as **Annexure “3”** hereto.

- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Larger Property by construction of the Said Complex thereon and transferring various apartments/spaces therein (**Apartments**), the Transferor/Sub Lessor entrusted the work of development of the Larger Property to the Promoter, on the terms and conditions recorded in registered Development Agreements i.e. the Development Agreement dated 8th May, 2015, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 1902-2015, Pages 30071 to 30115, being Deed No. 190206516 for the year 2015 (**Development Agreement**). In terms of the Development Agreement, the Promoter has become entitled to transfer, encumber or otherwise alienate or dispose off the Apartments, parking spaces and other transferrable spaces (Promoter’s Allocation) in the Said Block/Building/the Project Property/the Larger Property (as and where defined herein) and to appropriate the entire consideration therefor.
- 5.3 **Real Estate Project:** The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The construction of the Said Complex *inter alia* consists of Block/Building Nos. **1H** (namely Harbour) and **1G** (namely Glacier), *inter-alia* comprising of 2 (two) Ground + 25 (G+25) storied residential buildings, being constructed on the Project Property, which are presently being constructed as a phase (**Phase 2**) of the Whole Project (as defined in Clause 5.12.1 (iii) below) and registered as a ‘real estate project’ (**Real Estate Project/Project**) with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Intimation to Baranagar Municipality and Sanction of Plans:** The Promoter duly intimated the Baranagar Municipality about commencement of construction of the Project vide its letter dated 11<sup>th</sup> December, 2014. The Transferor/Sub Lessor and/or the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), which has been developed as a phase (**Phase 2**) of the Whole Project (defined in Clause 5.12.1 (i) below).
- 5.5 **Registration under the Act:** The Promoter has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.6 **Announcement of Sub Lease:** The Promoter formulated a scheme and announced transfer of Apartments and parking spaces, out of the Promoter’s Allocation (defined in the Development Agreement) to prospective transferees/Transferee/Sub Lessees vide Sub Lease subject to the Deed Of Lease (**Transferees/Sub Lessees**).

- 5.8 **Application and Allotment to Transferee/Sub Lessee:** The Transferee/Sub Lessee, upon full satisfaction of the Transferor/Sub Lessor's entitlement and the Promoter's authority to transfer, applied for transfer of the Said Apartment And Appurtenances and the Promoter has allotted the same to the Transferee/Sub Lessee, who in due course entered into an registered agreement dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. \_\_\_\_, Volume No. \_\_\_\_, at pages \_\_ to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.10 **Construction of Said Block/Building:**The Promoter has completed construction of the Said Block/Building.
- 5.11 **Transfer to Transferee/Sub Lessee:** In furtherance of the above, the Transferor/Sub Lessor and the Promoter are completing the Transfer of the Said Apartment And Appurtenances in favour of theTransferee/Sub Lessee, subject to the Deed Of Lease, by these presents, on the terms and conditions contained herein.
- 5.12 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Transferee/Sub Lessee confirms that the Transferee/Sub Lessee has accepted and agreed that the following are and shall be the conditions precedent to this Transfer:
- 5.12.1 **Understanding of Scheme by Transferee/Sub Lessee:** The undertaking and covenant of theTransferee/Sub Lessee that the Transferee/Sub Lessee has understood and accepted the under mentioned scheme of construction as disclosed by the Promoter:
- (i) Block/Building Nos. **1H** (namely Harbour) and **1G** (namely Glacier), *inter-alia* comprising of 2(two) Ground + 25 (G+25) storied residential buildings, being constructed on the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below.
- (ii) **Scheme of Construction of Larger Property:** The detailed scheme of construction attached as **Annexure "1"** discloses the proposed designated uses of the buildings/structures and the phase/s of construction on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the construction of the Larger Property. The conceptual layout of the construction on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure "1"** or in such other manner as may be possible under the relevant /applicable laws.
- (iii)**Whole Project:** The Promoter is undertaking the construction of the Larger Property in a phase-wise manner as mentioned in this Clause 5.12.1(the phase-wise construction of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.12.1 and as also mentioned/contemplated in the other portions this Transferhereinafter referred to as **the Whole Project**).
- (iv) **Other Residential Component:** Apart from the Real Estate Project, the Promoter

proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(v) **Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Transferee/Sub Lessee of the Other Residential Component and, may not be available to the Transferee/Sub Lessee or any other Transferee/occupants of apartments/flats in the Real Estate Project.

(vi) **Further Development:** The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property and/or Future Property (for future blocks/buildings comprising of multiple number of multistoried residential buildings and car parking space), in full or in part, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities.

(vii) **Limited Areas And Facilities:** The Transferee/Sub Lessee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Transferee(s) of such apartments/flats and to the exclusion of other Transferee(s) in the Real Estate Project (**Limited Areas And Facilities**). The Transferee/Sub Lessee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Transferee/Sub Lessee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Transferee/Sub Lessee agrees to not use the Limited Areas And Facilities identified for other Transferee(s) nor shall the Transferee/Sub Lessee has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Transferee(s) and/or the usage thereof.

(viii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Transferee/Sub Lessee and other Transferee(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

(ix) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Transferee/Sub Lessee and other Transferee(s) in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in **Schedule D** hereunder written. The Transferee/Sub Lessee agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.

(x) **Maximum FAR:** The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities,

and construct additional built-up area – (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Transferee/Sub Lessee hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Transferee/Sub Lessee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Transferee/Sub Lessee shall not raise any objection or cause any hindrance in the said construction/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Transferee/Sub Lessee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter to complete the construction smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to transfer or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

5.12.2 **Satisfaction of Transferee/Sub Lessee:** The undertaking of the Transferee/Sub Lessee to the Transferor/Sub Lessor and the Promoter that the Transferee/Sub Lessee is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the Transferor/Sub Lessor, right of the Promoter in the Project Property, the sanctioned plan, all background papers, the right of the Transferor/Sub Lessor and the Promoter to grant this Transfer vide Sub Lease subject to the Deed Of Lease, the scheme of construction described above and the extent of the rights being granted in favour of the Transferee/Sub Lessee and the negative covenants mentioned above and/or elsewhere in this Indenture and the Transferee/Sub Lessee hereby accepts the same and shall not raise any objection with regard thereto.

5.12.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Transferee/Sub Lessee to the Transferor/Sub Lessor and the Promoter that the right, title and interest of the Transferee/Sub Lessee is confined only to the Said Apartment And Appurtenances and the Promoter is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block/Building to third parties at the sole discretion of the Promoter, which the Transferee/Sub Lessee hereby accepts and to which the Transferee/Sub Lessee, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

6.1 **Hereby Made:** The Transferor/Sub Lessor and the Promoter hereby transfer vide Sub Lease subject to the Deed Of Lease, to and unto the Transferee/Sub Lessee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:



- 6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, in Block/Building No. \_\_\_\_\_, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on the Project Property as shown in \_\_\_\_\_ colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below, being land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, situate and lying at Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas. The Real Estate Project has been developed as a phase (Phase 1) of the Whole Project named **Siddha Eden Lakeville**, constructed/being constructed on the Larger Property delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"** and described in **Schedule A-1** below, being land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas.
- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Block/Building.
- 6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.
- 6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

## 7. Consideration and Payment

- 7.1 **Consideration:** The aforesaid transfer of the Said Apartment And Appurtenances is being made by the Transferor/Sub Lessor and the Promoter in consideration of a sum of Rs.

\_\_\_\_\_/ - (Rupees \_\_\_\_\_), paid by the Transferee/Sub Lessee to the Promoter, receipt of which the Promoter hereby and by the Memo and Receipt of Consideration by Promoter below, admit and acknowledge.

## 8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:**The Transferee/Sub Lessee has examined or caused to be examined the following and the Transferee/Sub Lessee is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, entitlement, interest and authority of the Transferor/Sub Lessor and the Promoter in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plan sanctioned by the Baranagar Municipality;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:**The Transferee/Sub Lessee has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Transfer is:

8.3.1 **Transfer:** sub lease within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Transfer, together with proportionate benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-transferees of the Said Block/Building, including the Transferor/Sub Lessor and the Promoter (if the Transferor/Sub Lessor and/or the Promoter retain any Apartment in the Said Block/Building).

8.4 **Subject to:** The sub lease of the Said Apartment And Appurtenances being effected by this Transfer is subject to:

8.4.1 **Tenure and Terms of the Deed Of Lease:** the Transferee/Sub Lessee shall be entitled to the Said Apartment And Appurtenances for the remaining period of the tenure of 99

(ninety nine) years and further renewable tenure of 99 (ninety nine) years, mentioned in the Deed Of Lease And all other terms and conditions mentioned in the Deed Of Lease.

- 8.4.2 **Payment of Rates & Taxes:** the Transferee/Sub Lessee regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Transferee/Sub Lessee regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter.
- 8.4.3 **Payment of Maintenance Charge:**the Transferee/Sub Lessee regularly and punctually paying proportionate share (**MaintenanceCharge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.4 **Observance of Covenants:**the Transferee/Sub Lessee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 **Indemnification by Transferee/Sub Lessee:** indemnification by the Transferee/Sub Lessee about the Transferee/Sub Lessee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Transferee/Sub Lessee hereunder. The Transferee/Sub Lessee agrees to keep indemnified the Transferor/Sub Lessor and the Promoter and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Transferor/Sub Lessor and the Promoter and/or their successors-in-interest by reason of any default of the Transferee/Sub Lessee.

## 9. Possession

- 9.1 **Delivery of Possession:***Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter to the Transferee/Sub Lessee, which the Transferee/Sub Lessee admits, acknowledges and accepts.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes alongwith proportionate Lease Rent as per the Deed Of Lease, applicable in respect of the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Transferee/Sub Lessee (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Transferee/Sub Lessee.

## 11. Holding Possession

11.1 **Transferee/Sub Lessee Entitled:** The Transferor/Sub Lessor and the Promoter hereby covenant that the Transferee/Sub Lessee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Transferee/Sub Lessee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Transferor/Sub Lessor and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Transferor/Sub Lessor and the Promoter.

## 12. Further Acts

12.1 **Transferor/Sub Lessor and Promoter to do:** The Transferor/Sub Lessor and the Promoter hereby covenant that the Transferor/Sub Lessor and the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferee/Sub Lessee and/or successors-in-interest of the Transferee/Sub Lessee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferee/Sub Lessee to the Said Apartment And Appurtenances.

12.2 **Transferor/Sub Lessor and Promoter to do:** The Transferor/Sub Lessor and Promoter hereby covenant that the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferee/Sub Lessee and/or successors-in-interest of the Transferee/Sub Lessee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferee/Sub Lessee to the Said Apartment And Appurtenances.

## 13. Defect Liability:

13.1 The Promoter shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Baranagar Municipality.

13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Transferee/Sub Lessee and/or any other Transferees/Sub Lessees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Transferee/Sub Lessee and/or any other Transferee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Transferee/Sub Lessee is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Transferee/Sub Lessee and/or the association of Transferees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

- 13.3 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 Transferee/Sub Lessee 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.
- 13.4 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee, 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 vendors/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 and the Common Areas wherever applicable. The Transferee/Sub Lessee has been made aware and the Transferee/Sub Lessee 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 20<sup>o</sup> 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 Transferee/Sub Lessee 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 Apartment and in the workmanship executed.

#### **14. General**

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of Transfer in respect of the Said Apartment And Appurtenances by this Transfer after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that this Transfer shall supersede and/or shall have over riding effect on the agreement and/or any other documents executed prior to the date of this Transfer.

#### **15. Interpretation**

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Transfer are inserted for convenience only and shall be ignored in construing the provisions of this Transfer.

- 15.3 **Definitions:** Words and phrases have been defined in the Transfer by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**SCHEDULE 'A-1'**  
**(Larger Property)**

Land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, the details of the *Dags* are given in the Charts below :

***Mouza Palpara***

<b>Sl. No.</b>	<b>R.S. Dag No.</b>	<b>Portion</b>	<b>Area (acre)</b>
1	32 (Part)	Eastern portion	0.14
2	35 (Part)	Eastern portion	0.21

3	47 (Part)	Eastern portion	0.12
		<b>Total</b>	<b>0.47</b>

**Mouza- Noapara**

Sl. No.	R.S. Dag No.	Portion	Area (acre)
1	36 (Part)	South & Middle Portion	0.13
2	39 (Part)	North & Middle Portion	0.45
3	43 (Part)	Southern Portion	0.09
4	47 (Part)	Southern Portion	0.16
5	48 (Part)	Southern Portion	0.04
6	49 (Full)	Not Applicable	0.23
7	50 (Full)	Not Applicable	0.33
8	51 (Full)	Not Applicable	0.54
9	52 (Full)	Not Applicable	0.3
10	53 (Full)	Not Applicable	0.52
11	54 (Full)	Not Applicable	0.22
12	55 (Part)	Ex Northern Portion	0.69
13	56 (Full)	Not Applicable	0.61
14	57 (Full)	Not Applicable	0.43
15	58 (Full)	Not Applicable	0.3
16	59 (Full)	Not Applicable	0.59
17	60 (Full)	Not Applicable	0.4
18	61 (Part)	Southern Portion	0.03
19	62 (Part)	Western Portion	0.17
20	63 (Full)	Not Applicable	0.04
21	64 (Part)	Western Portion	0.15
22	65 (Part)	Western Portion	0.47
23	66 (Part)	Northern Portion	0.15
24	67 (Part)	Northern & South-West corner	0.18
25	72 (Full)	Not Applicable	0.43
26	73 (Part)	Northern Portion	0.57
27	74 (Full)	Not Applicable	0.28
28	75 (Full)	Not Applicable	0.3
29	76 (Part)	Northern Portion	0.3
30	129 (Part)	North-West corner	0.13
31	133 (Part)	North-East corner	0.03
32	136 (Part)	Eastern corner	0.03
33	146 (Part)	Ex Northern & South-West corner	0.7
34	147 (Part)	South-West corner	0.02
35	148 (Part)	Western Portion	0.17
36	149 (Full)	Not Applicable	0.07
37	150 (Part)	North-West corner	0.09
38	549 (Full)	Not Applicable	0.24
39	553(Full)	Not Applicable	0.12

40	554 (Part)	Western Portion	0.04
41	555 (Part)	Western Portion	0.07
42	556 (Part)	North East corner	0.01
		<b>Total</b>	<b>10.82</b>

**Grand Total = (0.47 + 10.82) = 11.29 acre**

**SCHEDULE 'A-2'**  
**(Project Property)**

Land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, situate and lying at Municipal Premises No. 561/A (Previously Premises No. 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

**SCHEDULE 'B'**  
**(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, in Block /Building No. \_\_\_\_\_. The layout of the Said Apartment is delineated in \_\_\_\_\_ colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet in the ground Floor of any block/building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the multi-level parking space admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two



wheeler/s in the open space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_(\_\_\_\_\_) square feet at the ground level of the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

### **SCHEDULE 'C'**

**(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 Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- 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
- 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 Flat)
- Electricity meter(s) for common installations and space for their installation
- 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 'D'**

**(Whole Project Included Amenities)**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Transferee on a non-exclusive basis along with Transferee(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 <b>save and except</b> 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

**SCHEDULE 'E'**

**(Covenants)**

The Transferee/Sub Lessee covenants with the Transferor/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 Transferee/Sub Lessee:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee and the negative covenants mentioned in this Agreement and the Transferee/Sub Lessee hereby accepts the same and shall not raise any objection with regard thereto.
- 2. Transferee/Sub Lessee Aware of and Satisfied with Common Areas and Specifications:** The Transferee/Sub Lessee, 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 Transferee/Sub Lessee has examined and is acquainted with the Said Complex and has agreed that the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee and it shall be deemed that the Facility Manager is rendering the services to the Transferee/Sub Lessee 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 Transferee/Sub Lessees of the Said Complex/Whole Project.
4. **Transferee/Sub Lessee to Mutate and Pay Rates & Taxes:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee, 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 Transferee/Sub Lessee in respect thereof and (2) have mutation completed at the earliest. The Transferee/Sub Lessee further admits and accepts that the Transferee/Sub Lessee 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. **Transferee/Sub Lessee to Pay Common Expenses/Maintenance Charges:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee in respect thereof. The Transferee/Sub Lessee further admits and accepts that (1) the Transferee/Sub Lessee 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 the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Transferee/Sub Lessee to Pay Interest for Delay and/or Default:** The Transferee/Sub Lessee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Transferor/Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferee/Sub Lessee 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 Transferor/Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Transferee/Sub Lessee 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 Transferee/Sub Lessee and the Transferee/Sub Lessee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Transferor/Promoter's Charge/Lien:** The Transferor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Transferee/Sub Lessee to the Transferor **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Transferor shall stand extinguished on the financial institution clearing all dues of the Transferor.
8. **No Obstruction by Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Transferee/Sub Lessee due to and arising out of the said construction/developmental activity. The Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Transferee/Sub Lessee:** 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not question any variation (including diminution) therein (3) the Transferee/Sub Lessee shall not demand any refund of the Total Price paid by the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
11. **Transferee/Sub Lessee to Participate in Formation of Association and Apex Body:** The Transferee/Sub Lessee admits and accepts that the Transferee/Sub Lessee and other intending Transferee/Sub Lessees of apartments in the Said Complex shall form the Association and the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Transferee/Sub Lessee further admits and accepts that the Transferee/Sub Lessee shall ensure and not object to the Association joining the Apex Body.

**11. Obligations of Transferee/Sub Lessee:** The Transferee/Sub Lessee 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 Transferee/Sub Lessees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferee/Sub Lessee 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 Transferee/Sub Lessee.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferee/Sub Lessee 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 Transferee/Sub Lessee makes any alterations/changes, the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Transferee/Sub Lessee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Transferee/Sub Lessee on the inner side of the doors and windows of the Said Apartment. The Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall install the out-door unit of the same either inside the Transferee/Sub Lessee'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 Transferee/Sub Lessee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Transferee/Sub Lessee 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.

- (j) **Trade Mark Restriction:** not to use the name/mark Siddha and Eden, 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 Transferee/Sub Lessee does so, the Transferee/Sub Lessee shall be liable to pay damages to the Transferor/Promoter and shall further be liable for prosecution for use of such mark.
- (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.

- (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 Transferee/Sub Lessee 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 Transferee/Sub Lessee and/or family members, invitees or servants of the Transferee/Sub Lessee, the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection in any manner whatsoever with regard thereto and further the Transferee/Sub Lessee hereby confirms that the Transferee/Sub Lessee shall not violate any terms of the statutory requirements/fire norms.

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



11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Transferee/Sub Lessee has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection to any inconvenience that may be suffered by the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Transferee/Sub Lessee 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 Transferee/Sub Lessees 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 Transferor and Promoter with right of exclusive transfer and the Transferee/Sub Lessee 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 Transferor and Promoter shall always have the right of further construction on the entirety of the top roof and the Transferee/Sub Lessee 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 Transferee/Sub Lessees/transferees of the Said Block/Building.

11.1.15 **Hoardings:** The Transferor and the Promoter shall be entitled to put hoardings/boards of their Brand Name, jointly, (including any brand name the Transferor/Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Transferor and the Promoter may in their joint 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 Transferor and the Promoter shall also be jointly 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 Transferees 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 Transferee/Sub Lessee and (2) the Transferee/Sub Lessee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project/Other Members 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 Transferee/Sub Lessee:** Membership of the Said Club being compulsory for all Transferees of the Whole Project, the Transferee/Sub Lessee (which expression, in the context of the Said Club, means only 1 (one) person if the number of Transferee(s) is more than 1 (one), as be nominated *inter se* among the Transferee(s)) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Transferee/Sub Lessee 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 Transferee) will be required to abide by these terms and conditions and rules and regulations **and**(3) the acceptance by the Transferee/Sub Lessee of the club scheme shall be a condition precedent to completion of transfer of the Said Apartment And Appurtenances in terms of this Transfer.
- 12.3 **Membership Scheme of Said Club:** The Transferee/Sub Lessee understands and accepts that (1) membership of the Said Club shall be open only to the Transferee/Sub Lessee of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Transferee/Sub Lessee 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 further transfer of the Said Apartment, the membership will stand terminated and the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee.
- 12.4 **Facilities of Said Club:**The Transferee/Sub Lessee understands and accepts that the Promoter and the Transferor 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 their sole discretion.
- 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 Real Estate Project is completed and made ready. The Transferee/Sub Lessee understands and accepts that the date of possession 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 Transferee/Sub Lessee shall not raise any claim or objection in this regard.

- 12.6 **Club Manager:** The Transferee/Sub Lessee understands and accepts that the Said Club (at the sole discretion of the Promoter and the Transferor) shall be managed and operated professionally through a club 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 Transferee/Sub Lessee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Transferees of the Said Complex shall have no right to replace the Club Manager.
- 12.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Transferee/Sub Lessee understands and accepts that (1) the Transferee/Sub Lessee 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 Transferee/Sub Lessee may have to pay separate amounts towards membership fee (2) the Transferee/Sub Lessee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Transferee/Sub Lessee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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.

**SCHEDULE 'F'**  
**(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 Allottes.
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 SaidBlock/ 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 Transferee/Sub Lessee.
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.

## 16. Execution and Delivery

- 16.1 **In Witness Whereof** the Parties have executed and delivered this Transfer on the date mentioned above.

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**Authorized Signatory**  
**[Transferor/Sub Lessor]**

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**Authorized Signatory**  
**[Promoter]**

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**Authorized Signatory**  
**[Transferee/Sub Lessee]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt of Consideration**

Received from the within named Transferee/Sub Lessee the within mentioned sum of Rs. \_\_\_\_\_/-(**Rupees** \_\_\_\_\_) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

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**Authorized Signatory**  
**[Promoter]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name :

Name :

**DRAFT INDENTURE FOR ERVPL ALLOCATION**

## Indenture

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

5. **Parties:**

3.1 **Eden Realty Ventures Private Limited** (formerly known as Laxmi Realtors Private Limited), a company governed by The Companies Act, 2013, having its registered office at Metropolitan Building, 7, Jawaharlal Nehru Road, Kolkata-700013, Police Station New Market (PAN **AAACL9697H**), represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Transferor**, which expression shall include its successors-in-interest)

**And**

3.2 **Siddha Real Estate Development Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at 6<sup>th</sup> Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (PAN **AAJCS6830L**), represented by its authorized signatory \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)

(**Promoter**, which expression shall include its successors-in-interest and assigns)

**And**

3.3 \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Business, of \_\_\_\_\_, \_\_\_\_\_, Kolkata-7000\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_)



(Transferee/Sub Lessee/Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Transferor/SubLessor, Promoter and Transferee/Sub Lessee/Allottee are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

#### NOW THIS TRANSFER WITNESSES AS FOLLOWS:

#### 6. Subject Matter of Indenture

- 4.6 **Said Apartment:** Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having super built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and corresponding carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2" (Said Apartment)**, in Block/Building No. \_\_\_\_\_ (**Said Block/Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, situate and lying at Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a phase (**Phase 2**) of the Whole Project (defined in 5.12.1 (iii) below) named **Siddha Eden Lakeville (Said Complex)**, constructed/being constructed on land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1" ("Larger Property")**.
- 4.7 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built-up area of the Said Apartment bears to the total super built-up area of the Said Block/Building.

- 4.8 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.9 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).
- 4.10 **Said Apartment And Appurtenances:** The subject matter of this Indenture are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

## 6. Background

- 5.1 **Entitlement to Larger Property:** The Refugee Relief and Rehabilitation Department of the Government of West Bengal ("**State Government**"), by virtue of land vested in it vide L.A.(LDP) Case No. 37 and 50 of 1954-55, is the legal and rightful owner being absolutely seized and possessed of and well and sufficiently entitled to land measuring approximately 17.81 (seventeen point eight one) acre comprised in various *Dags of Mouza* Palpara, J.L. No. 7 and *Mouza* Noapara, J.L. No. 9, District North 24-Parganas together with structures erected thereon, situate, lying at and being Municipal Premises No. 561 (presently 561 and 561/A, separately), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**State Government's Property**"), which comprised of tenements popularly known as Bonhooghly Tenement Scheme ("**Said Tenement**"). Since the Said Tenement had become dilapidated and unfit for habitation, the State Government formed a Committee to examine the same and decide about the future thereof and on the recommendation of the said Committee, the State Government decided to re-develop the State Government's Property ("**Redevelopment Project**") through a joint venture ("**Joint Venture**"). Pursuant to a widely circulated advertisement and following a transparent and lawful process of open tender and award to the highest bidder, the State Government selected the Transferor as its partner in the Joint Venture for the Redevelopment Project and issued to the Transferor, a Letter of Intent dated 14<sup>th</sup> February, 2006 ("**LOI**"), which includes all subsequent modifications and documentation in this regard). Thereafter, a lease in respect of a demarcated portion, therein, being land measuring 12.20 acre (twelve acre and twenty decimal), out of State Government's Property, for a period of 99 (ninety nine) years with right of renewal for a further period of 99 (ninety nine) years, was granted in favour of the Transferor *vide* a Deed of Lease dated 18<sup>th</sup> September, 2014 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.57, Pages 3966 to 3984, being Deed No.11873 for the year 2014 ("**Deed Of Lease**"). Thus, the Transferor is entitled on leasehold basis, to land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, within Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas ("**Project Property**"). The Transferor is also entitled on leasehold basis, to land measuring 3.56 (three point five six) Acre equivalent to 14431.94 (fourteen

thousand four hundred and thirty one point nine four) square meter, more or less, within Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (“**Future Property**”). Land measuring 6.66 (six point six six) Acre equivalent to 26952 (twenty six thousand nine hundred and fifty two) square meter, more or less, upon which Phase 1 of the Said Complex (defined in Clause B), hereinbelow, the Project Property and Future Property collectively being the Larger Property which is more particularly described in **Schedule A-1** below, being land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) *bigha*, 3 (three) *cottah* and 30.17 (thirty point seventeen) square feet, more or less **together with** structures erected thereon, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in *Khatian* Nos. (LR) 2 and 819 (modified), *Mouza* Palpara, J. L. No. 7 and R.S. *Dag* Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in *Khatian* Nos. 810 (modified), *Mouza* Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”**. The details pertaining to the entitlement of the Transferor/Sub Lessor to the Larger Property are elucidated in the Title Report issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively “**Title Report**”) and the devolution of title and entitlement details of the Transferor/Sub Lessor to the Larger Property (as mentioned in the Title Report) is annexed and marked as **Annexure “3”** hereto.

- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Larger Property by construction of the Said Complex thereon and transferring various apartments/spaces therein (**Apartments**), the Transferor/Sub Lessor entrusted the work of development of the Larger Property to the Promoter, on the terms and conditions recorded in registered Development Agreements i.e. the Development Agreement dated 8th May, 2015, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No. 1902-2015, Pages 30071 to 30115, being Deed No. 190206516 for the year 2015 (**Development Agreement**). In terms of the Development Agreement, the Transferor has become entitled to transfer, encumber or otherwise alienate or dispose off the Apartments, parking spaces and other transferrable spaces (Transferor’s Allocation) in the Said Block/Building/the Project Property/the Larger Property (as and where defined herein) and to appropriate the entire consideration therefor.
- 5.3 **Real Estate Project:** The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The construction of the Said Complex *inter alia* consists of Block/Building Nos. **1H** (namely Harbour) and **1G** (namely Glacier), *inter-alia* comprising of 2(two) Ground + 25 (G+25) storied residential buildings, being constructed on the Project Property, which are presently being constructed as a phase (**Phase 2**) of the Whole Project (as defined in Clause 5.12.1 (iii) below) and registered as a ‘real estate project’ (**Real Estate Project/Project**) with the Authority, under the provisions of the

Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 5.4 **Intimation to Baranagar Municipality and Sanction of Plans:** The Promoter duly intimated the Baranagar Municipality about commencement of construction of the Project vide its letter dated 11<sup>th</sup> December, 2014. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), which has been developed as a phase (**Phase 2**) of the Whole Project (defined in Clause 5.12.1 (i) below).
- 5.5 **Registration under the Act:** The Promoter has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.6 **Announcement of Sub Lease:** The Transferor formulated a scheme and announced transfer of Apartments and parking spaces, out of the Transferor's Allocation (defined in the Development Agreement) to prospective transferees/allottees vide Sub Lease subject to the Deed Of Lease (**Transferees/Sub Lessees**).
- 5.8 **Application and Allotment to Transferee/Sub Lessee:** The Transferee/Sub Lessee, upon full satisfaction of the Transferor/Sub Lessor's entitlement and the Transferor's authority to transfer, applied for transfer of the Said Apartment And Appurtenances and the Transferor has allotted the same to the Transferee/Sub Lessee, who in due course entered into a registered agreement dated \_\_\_\_\_ registered in the office of \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at pages \_\_ to \_\_, being Deed No. \_\_\_\_\_, for the year \_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.10 **Construction of Said Block/Building:** The Promoter has completed construction of the Said Block/Building.
- 5.11 **Transfer to Transferee/Sub Lessee:** In furtherance of the above, the Transferor/Sub Lessor and the Promoter are completing the Transfer of the Said Apartment And Appurtenances in favour of the Transferee/Sub Lessee, subject to the Deed Of Lease, by these presents, on the terms and conditions contained herein.
- 5.12 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Transferee/Sub Lessee confirms that the Transferee/Sub Lessee has accepted and agreed that the following are and shall be the conditions precedent to this Transfer:
- 5.12.1 **Understanding of Scheme by Transferee/Sub Lessee:** The undertaking and covenant of the Transferee/Sub Lessee that the Transferee/Sub Lessee has understood and accepted the under mentioned scheme of construction as disclosed by the Promoter:
- (i) Block/Building Nos. **1H** (namely Harbour) and **1G** (namely Glacier), *inter-alia* comprising of 2(two) Ground + 25 (G+25) storied residential buildings, being constructed on the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed

and developed upon a portion of the Larger Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below.

(ii) **Scheme of Construction of Larger Property:** The detailed scheme of construction attached as **Annexure "1"** discloses the proposed designated uses of the buildings/structures and the phase/s of construction on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the construction of the Larger Property. The conceptual layout of the construction on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure "1"** or in such other manner as may be possible under the relevant /applicable laws.

(iii) **Whole Project:** The Promoter is undertaking the construction of the Larger Property in a phase-wise manner as mentioned in this Clause 5.12.1 (the phase-wise construction of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.12.1 and as also mentioned/contemplated in the other portions this Transfer hereinafter referred to as **the Whole Project**).

(iv) **Other Residential Component:** Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(v) **Other Residential Exclusive Amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Transferee/Sub Lessee of the Other Residential Component and, may not be available to the Transferee/Sub Lessee or any other Transferee/occupants of apartments/flats in the Real Estate Project.

(vi) **Further Development:** The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property and/or Future Property (for future blocks/buildings comprising of multiple number of multistoried residential buildings and car parking space), in full or in part, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities.

(vii) **Limited Areas And Facilities:** The Transferee/Sub Lessee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Transferee(s) of such apartments/flats and to the exclusion of other Transferee(s) in the Real Estate Project (**Limited Areas And Facilities**). The Transferee/Sub Lessee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Transferee/Sub Lessee in the Said Apartment And

Appurtenances and as more particularly described in **Schedule B** hereunder written. The Transferee/Sub Lessee agrees to not use the Limited Areas And Facilities identified for other Transferee(s) nor shall the Transferee/Sub Lessee has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Transferee(s) and/or the usage thereof.

**(viii) Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Transferee/Sub Lessee and other Transferee(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

**(ix) Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Transferee/Sub Lessee and other Transferee(s) in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in **Schedule D** hereunder written. The Transferee/Sub Lessee agrees and accepts that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project.

**(x) Maximum FAR:** The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Baranagar Municipality and all other concerned authorities, and construct additional built-up area – (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Transferee/Sub Lessee hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Transferee/Sub Lessee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Transferee/Sub Lessee shall not raise any objection or cause any hindrance in the said construction/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Transferee/Sub Lessee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter to complete the construction smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to transfer or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

5.12.2 **Satisfaction of Transferee/Sub Lessee:** The undertaking of the Transferee/Sub Lessee to the Transferor/Sub Lessor and the Promoter that the Transferee/Sub Lessee is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the Transferor/Sub Lessor, right of the Transferor in the Project Property, the sanctioned plan, all background papers, the right of the Transferor/Sub Lessor and the Promoter to

grant this Transfer vide Sub Lease subject to the Deed Of Lease, the scheme of construction described above and the extent of the rights being granted in favour of the Transferee/Sub Lessee and the negative covenants mentioned above and/or elsewhere in this Indenture and the Transferee/Sub Lessee hereby accepts the same and shall not raise any objection with regard thereto.

5.12.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Transferee/Sub Lessee to the Transferor/Sub Lessor and the Promoter that the right, title and interest of the Transferee/Sub Lessee is confined only to the Said Apartment And Appurtenances and the Transferor and the Promoter are entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block/Building to third parties at their sole discretion, which the Transferee/Sub Lessee hereby accepts and to which the Transferee/Sub Lessee, under no circumstances, shall be entitled to raise any objection.

## 7. Transfer

6.2 **Hereby Made:** The Transferor/Sub Lessor and the Promoter hereby transfer vide Sub Lease subject to the Deed Of Lease, to and unto the Transferee/Sub Lessee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, in Block/Building No. \_\_\_\_\_, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Real Estate Project is constructed on the Project Property as shown in \_\_\_\_\_ colour boundary line on the **Plan** annexed and marked as **Annexure "1"** hereto and more particularly described in **Schedule A-2** below, being land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, situate and lying at Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas. The Real Estate Project has been developed as a phase (Phase 1) of the Whole Project named **Siddha Eden Lakeville**, constructed/being constructed on the Larger Property delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"** and described in **Schedule A-1** below, being land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake

View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas.

- 6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the carpet area of the Said Apartment bears to the total carpet area of the Said Block/Building.
- 6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.
- 6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

## 7. Consideration and Payment

- 7.1 **Consideration:** The aforesaid transfer of the Said Apartment And Appurtenances is being made by the Transferor/Sub Lessor and the Promoter in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Transferee/Sub Lessee to the Transferor, the receipt of which the Transferor hereby and by the Memo and Receipt of Consideration by Transferor below, admit and acknowledge.

## 8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Transferee/Sub Lessee has examined or caused to be examined the following and the Transferee/Sub Lessee is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (d) The right, entitlement, interest and authority of the Transferor/Sub Lessor and the Promoter in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
  - (e) The sanctioned plan sanctioned by the Baranagar Municipality;
  - (f) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.2 **Measurement:** The Transferee/Sub Lessee has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Transfer is:



- 8.3.1 **Transfer:** sub lease within the meaning of the Transfer of Property Act, 1882.
- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Transfer, together with proportionate benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-transferees of the Said Block/Building, including the Transferor/Sub Lessor and the Promoter (if the Transferor/Sub Lessor and/or the Promoter retain any Apartment in the Said Block/Building).
- 8.4 **Subject to:** The sub lease of the Said Apartment And Appurtenances being effected by this Transfer is subject to:
- 8.4.1 **Tenure and Terms of the Deed Of Lease:** the Transferee/Sub Lessee shall be entitled to the Said Apartment And Appurtenances for the remaining period of the tenure of 99 (ninety nine) years and further renewable tenure of 99 (ninety nine) years, mentioned in the Deed Of Lease And all other terms and conditions mentioned in the Deed Of Lease.
- 8.4.2 **Payment of Rates & Taxes:** the Transferee/Sub Lessee regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Transferee/Sub Lessee regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter.
- 8.4.3 **Payment of Maintenance Charge:** the Transferee/Sub Lessee regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.4 **Observance of Covenants:** the Transferee/Sub Lessee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 **Indemnification by Transferee/Sub Lessee:** indemnification by the Transferee/Sub Lessee about the Transferee/Sub Lessee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Transferee/Sub Lessee hereunder. The Transferee/Sub Lessee agrees to keep indemnified the Transferor/Sub Lessor and the Promoter and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Transferor/Sub Lessor and the Promoter and/or their successors-in-interest by reason of any default of the Transferee/Sub Lessee.
9. **Possession**

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter to the Transferee/Sub Lessee, which the Transferee/Sub Lessee admits, acknowledges and accepts.

## 10. Outgoings

10.1 **Payment of Outgoings:** All municipal taxes alongwith proportionate Lease Rent as per the Deed Of Lease, applicable in respect of the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Transferee/Sub Lessee (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Transferee/Sub Lessee.

## 11. Holding Possession

11.1 **Transferee/Sub Lessee Entitled:** The Transferor/Sub Lessor and the Promoter hereby covenant that the Transferee/Sub Lessee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Transferee/Sub Lessee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Transferor/Sub Lessor and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Transferor/Sub Lessor and the Promoter.

## 12. Further Acts

12.1 **Transferor/Sub Lessor and Promoter to do:** The Transferor/Sub Lessor and the Promoter hereby covenant that the Transferor/Sub Lessor and the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferee/Sub Lessee and/or successors-in-interest of the Transferee/Sub Lessee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferee/Sub Lessee to the Said Apartment And Appurtenances.

12.2 **Transferor/Sub Lessor and Promoter to do:** The Transferor/Sub Lessor and Promoter hereby covenant that the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferee/Sub Lessee and/or successors-in-interest of the Transferee/Sub Lessee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferee/Sub Lessee to the Said Apartment And Appurtenances.

## 13. Defect Liability:

- 13.1 The Promoter shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Baranagar Municipality.
- 13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Transferee/Sub Lessee and/or any other Transferees/Sub Lessees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Transferee/Sub Lessee and/or any other Transferee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Transferee/Sub Lessee is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Transferee/Sub Lessee and/or the association of Transferees shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 13.3 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 Transferee/Sub Lessee 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.
- 13.4 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee, 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 vendors/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 and the Common Areas wherever applicable. The Transferee/Sub Lessee has been made aware and the Transferee/Sub Lessee 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 20<sup>0</sup> 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 Transferee/Sub Lessee 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 Apartment and in the workmanship executed.

#### **14. General**

- 14.3 **Conclusion of Contract:** The Parties have concluded the contract of Transfer in respect of the Said Apartment And Appurtenances by this Transfer after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.4 **Over Riding Effect:** It is clarified that this Transfer shall supersede and/or shall have over riding effect on the agreement and/or any other documents executed prior to the date of this Transfer.
- 15. Interpretation**
- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Transfer are inserted for convenience only and shall be ignored in construing the provisions of this Transfer.
- 15.3 **Definitions:** Words and phrases have been defined in the Transfer by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**SCHEDULE 'A-1'**  
**(Larger Property)**

Land measuring 11.29 acre (eleven acre and twenty nine decimal) equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point seventeen) square feet, comprised in R.S. Dag Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), Mouza Palpara, J. L. No. 7 and R.S. Dag Nos. 36, 39, 43, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 72, 73, 74, 75, 76, 129, 133, 136, 146, 147, 148, 149, 150, 549, 553, 554, 555 and 556, recorded in Khatian Nos. 810 (modified), Mouza Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561/A, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, the details of the *Dags* are given in the Charts below :

***Mouza- Palpara***

Sl. No.	R.S. Dag No.	Portion	Area (acre)
1	32 (Part)	Eastern portion	0.14
2	35 (Part)	Eastern portion	0.21
3	47 (Part)	Eastern portion	0.12
		<b>Total</b>	<b>0.47</b>

***Mouza- Noapara***

Sl. No.	R.S. Dag No.	Portion	Area (acre)
1	36 (Part)	South & Middle Portion	0.13
2	39 (Part)	North & Middle Portion	0.45
3	43 (Part)	Southern Portion	0.09
4	47 (Part)	Southern Portion	0.16
5	48 (Part)	Southern Portion	0.04
6	49 (Full)	Not Applicable	0.23
7	50 (Full)	Not Applicable	0.33
8	51 (Full)	Not Applicable	0.54
9	52 (Full)	Not Applicable	0.3
10	53 (Full)	Not Applicable	0.52
11	54 (Full)	Not Applicable	0.22
12	55 (Part)	Ex Northern Portion	0.69
13	56 (Full)	Not Applicable	0.61
14	57 (Full)	Not Applicable	0.43
15	58 (Full)	Not Applicable	0.3
16	59 (Full)	Not Applicable	0.59
17	60 (Full)	Not Applicable	0.4
18	61 (Part)	Southern Portion	0.03
19	62 (Part)	Western Portion	0.17

20	63 (Full)	Not Applicable	0.04
21	64 (Part)	Western Portion	0.15
22	65 (Part)	Western Portion	0.47
23	66 (Part)	Northern Portion	0.15
24	67 (Part)	Northern & South-West corner	0.18
25	72 (Full)	Not Applicable	0.43
26	73 (Part)	Northern Portion	0.57
27	74 (Full)	Not Applicable	0.28
28	75 (Full)	Not Applicable	0.3
29	76 (Part)	Northern Portion	0.3
30	129 (Part)	North-West corner	0.13
31	133 (Part)	North-East corner	0.03
32	136 (Part)	Eastern corner	0.03
33	146 (Part)	Ex Northern & South-West corner	0.7
34	147 (Part)	South-West corner	0.02
35	148 (Part)	Western Portion	0.17
36	149 (Full)	Not Applicable	0.07
37	150 (Part)	North-West corner	0.09
38	549 (Full)	Not Applicable	0.24
39	553(Full)	Not Applicable	0.12
40	554 (Part)	Western Portion	0.04
41	555 (Part)	Western Portion	0.07
42	556 (Part)	North East corner	0.01
		<b>Total</b>	<b>10.82</b>

**Grand Total = (0.47 + 10.82) = 11.29 acre**

**SCHEDULE 'A-2'**  
**(Project Property)**

Land measuring 1.07 (one point zero seven) Acre equivalent to 4367.556 (four three six seven point five five six) square meter, more or less, situate and lying at Municipal Premises No. 561/A (Previously Premises No. 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

**SCHEDULE 'B'**  
**(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, in Block /Building No. \_\_\_\_\_. The layout of the Said Apartment is delineated in \_\_\_\_ colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet in the ground Floor of any block/building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the multi-level parking space admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the open space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet at the ground level of the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

### **SCHEDULE 'C'**

(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 Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- 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
- 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 Flat)
- Electricity meter(s) for common installations and space for their installation
- 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 'D'**  
**(Whole Project Included Amenities)**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Transferee on a non-exclusive basis along with Transferee(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 <b>save and except</b> 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

**SCHEDULE 'E'**  
**(Covenants)**

The Transferee/Sub Lessee covenants with the Transferor/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:

12. **Satisfaction of Transferee/Sub Lessee:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee and the negative covenants mentioned in this Agreement and the Transferee/Sub Lessee hereby accepts the same and shall not raise any objection with regard thereto.
  
13. **Transferee/Sub Lessee Aware of and Satisfied with Common Areas and Specifications:** The Transferee/Sub Lessee, 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 Transferee/Sub Lessee has examined and is acquainted with the Said Complex and has agreed that the Transferee/Sub Lessee 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.
  
14. **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 Transferee/Sub Lessee 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 Transferee/Sub Lessee and it shall be deemed that the Facility Manager is rendering the services to the Transferee/Sub Lessee 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 Transferee/Sub Lessees of the Said Complex/Whole Project.

15. **Transferee/Sub Lessee to Mutate and Pay Rates & Taxes:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee, 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 Transferee/Sub Lessee in respect thereof and (2) have mutation completed at the earliest. The Transferee/Sub Lessee further admits and accepts that the Transferee/Sub Lessee 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).
16. **Transferee/Sub Lessee to Pay Common Expenses/Maintenance Charges:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee in respect thereof. The Transferee/Sub Lessee further admits and accepts that (1) the Transferee/Sub Lessee 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 the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
17. **Transferee/Sub Lessee to Pay Interest for Delay and/or Default:** The Transferee/Sub Lessee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Transferor/Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferee/Sub Lessee 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 Transferor/Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Transferee/Sub Lessee 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 Transferee/Sub Lessee and the Transferee/Sub Lessee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

18. **Transferor's Charge/Lien:** The Transferor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Transferee/Sub Lessee to the Transferor **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Transferor shall stand extinguished on the financial institution clearing all dues of the Transferor.
19. **No Obstruction by Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Transferee/Sub Lessee due to and arising out of the said construction/developmental activity. The Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection in any manner whatsoever with regard thereto.
20. **No Rights of or Obstruction by Transferee/Sub Lessee:** 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 Transferor and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
21. **Variable Nature of Land Share and Share In Common Portions:** The Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not question any variation (including diminution) therein (3) the Transferee/Sub Lessee shall not demand any refund of the Total Price paid by the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
22. **Transferee/Sub Lessee to Participate in Formation of Association and Apex Body:** The Transferee/Sub Lessee admits and accepts that the Transferee/Sub Lessee and other intending Transferee/Sub Lessees of apartments in the Said Complex shall form the Association and the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Transferee/Sub Lessee further admits and accepts that the Transferee/Sub Lessee shall ensure and not object to the Association joining the Apex Body.

**11.Obligations of Transferee/Sub Lessee:** The Transferee/Sub Lessee shall:

- (aa) **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).
- (bb) **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.
- (cc) **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.
- (dd) **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 Transferee/Sub Lessees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferee/Sub Lessee 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 Transferee/Sub Lessee.
- (ee) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferee/Sub Lessee 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.

- (ff) **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 Transferee/Sub Lessee makes any alterations/changes, the Transferee/Sub Lessee 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.
- (gg) **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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Transferee/Sub Lessee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Transferee/Sub Lessee on the inner side of the doors and windows of the Said Apartment. The Transferee/Sub Lessee 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 Transferee/Sub Lessee that no outdoor 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 Transferee/Sub Lessee shall install the out-door unit of the same either inside the Transferee/Sub Lessee'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 Transferee/Sub Lessee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Transferee/Sub Lessee 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.
- (hh) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (ii) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.
- (jj) **Trade Mark Restriction:** not to use the name/mark Siddha and Eden, 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 Transferee/Sub Lessee does so, the Transferee/Sub Lessee shall be liable to pay damages to the Transferor/Promoter and shall further be liable for prosecution for use of such mark.
- (kk) **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.

- (ll) **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.
- (mm) **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).
- (nn) **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.
- (oo) **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.
- (pp) **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.
- (qq) **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.
- (rr) **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.
- (ss) **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 Transferee/Sub Lessee from displaying a standardized name plate outside the main door of the Apartment.
- (tt) **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.

- (uu) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (vv) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (ww) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (xx) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Transferee/Sub Lessee and/or family members, invitees or servants of the Transferee/Sub Lessee, the Transferee/Sub Lessee shall compensate for the same.
- (yy) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (zz) **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 Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection in any manner whatsoever with regard thereto and further the Transferee/Sub Lessee hereby confirms that the Transferee/Sub Lessee shall not violate any terms of the statutory requirements/fire norms.

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

**11.1.12 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Transferee/Sub Lessee has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not raise any objection to any inconvenience that may be suffered by the Transferee/Sub Lessee 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 Transferee/Sub Lessee shall not have any right in the other portions of the Larger

Property/the Proposed Adjoining Land/the Said Complex and the Transferee/Sub Lessee 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 Transferee/Sub Lessees 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 Transferor and Promoter with right of exclusive transfer and the Transferee/Sub Lessee 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 Transferor and Promoter shall always have the right of further construction on the entirety of the top roof and the Transferee/Sub Lessee 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 Transferee/Sub Lessees/transferees of the Said Block/Building.

11.1.15 **Hoardings:** The Transferor and the Promoter shall be entitled to put hoardings/boards of their Brand Name, jointly, (including any brand name the Transferor/Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Transferor and the Promoter may in their joint 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 Transferor and the Promoter shall also be jointly 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 Transferees 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 Transferee/Sub Lessee and (2) the Transferee/Sub Lessee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project/Other Members 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 Transferee/Sub Lessee:** Membership of the Said Club being compulsory for all Transferees of the Whole Project, the Transferee/Sub Lessee (which expression, in the context of the Said Club, means only 1 (one) person if the number of Transferee(s) is more than 1 (one), as be nominated *inter se* among the Transferee(s)) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Transferee/Sub Lessee 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 Transferee) will be required to abide by these terms and conditions and rules and regulations **and**(3) the acceptance by the Transferee/Sub Lessee of the club scheme shall be a condition precedent to completion of transfer of the Said Apartment And Appurtenances in terms of this Transfer.

- 12.3 **Membership Scheme of Said Club:** The Transferee/Sub Lessee understands and accepts that (1) membership of the Said Club shall be open only to the Transferee/Sub Lessee of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees of such apartment (3) membership is open only to individuals (i.e. no corporate membership) and if the Transferee/Sub Lessee 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 further transfer of the Said Apartment, the membership will stand terminated and the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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 Transferee/Sub Lessee.
- 12.4 **Facilities of Said Club:**The Transferee/Sub Lessee understands and accepts that the Promoter and the Transferor 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 their sole discretion.
- 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 Real Estate Project is completed and made ready. The Transferee/Sub Lessee understands and accepts that the date of possession 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 Transferee/Sub Lessee shall not raise any claim or objection in this regard.
- 12.6 **Club Manager:** The Transferee/Sub Lessee understands and accepts that the Said Club (at the sole discretion of the Promoter and the Transferor) shall be managed and operated professionally through a club 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 Transferee/Sub Lessee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Transferees of the Said Complex shall have no right to replace the Club Manager.
- 12.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Transferee/Sub Lessee understands and accepts that (1) the Transferee/Sub Lessee 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 Transferee/Sub Lessee may have to pay

separate amounts towards membership fee (2)the Transferee/Sub Lessee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Transferee/Sub Lessee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Transferee/Sub Lessee 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 Transferee/Sub Lessee 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.

#### **SCHEDULE 'F'** **(Common Expenses)**

10. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
11. **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.
12. **Association:** Establishment and all other capital and operational expenses of the Association of Allottes.
13. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
14. **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 SaidBlock/ Building] and the road network, STP etc.
15. **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.

16. **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 Transferee/Sub Lessee.
17. **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.
18. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

16. **Execution and Delivery**

- 16.1 **In Witness Whereof** the Parties have executed and delivered this Transfer on the date mentioned above.

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**Authorized Signatory**  
**[Transferor/Sub Lessor]**

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**Authorized Signatory**  
**[Promoter]**

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**Authorized Signatory**  
**[Transferee/Sub Lessee]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt of Consideration**

Received from the within named Transferee/Sub Lessee the within mentioned sum of Rs.\_\_\_\_\_/-(**Rupees** \_\_\_\_\_) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

\_\_\_\_\_  
**Authorized Signatory**  
**[Transferor]**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name :

Name :

