

INDENTURE

1. **Date:** _____
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Eden Realty Ventures Private Limited** (formerly known as Laxmi Realtors Private Limited), a company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2013, having its registered office at Metropolitan Building, 7, Jawaharlal Nehru Road, Kolkata-700013, Post Office Esplanade, Police Station New Market, District Kolkata, West Bengal (**PAN AAACL9697H**), through its Constituted Attorney, **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 Siddha Park, 99A, Park Street, 6th Floor, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PANAAJCS6830L**), represented by its authorized signatory, **Sanjay Kumar Bothra**, son of Kishan Lall Bothra, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AEFPB3025B**)

(**Transferor/Sub Lessor**, 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 Siddha Park, 99A, Park Street, 6th Floor, Kolkata-700016, Police Station Park Street, District Kolkata, West Bengal (**PAN AAJCS6830L**), represented by its authorized signatory, **Sanjay Kumar Bothra**, son of Kishan Lall Bothra, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AEFPB3025B**)

(**Promoter**, which expression shall include its successors-in-interest and/or assign/s)

And

- 3.3 _____, son/daughter/wife of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN-_____, Post Office _____, Police Station _____, District _____, State _____ (**PAN _____**)
- 3.4 _____, son/daughter/wife of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN-_____, Post Office _____, Police Station _____, District _____, State _____ (**PAN _____**)

(**Transferees/Sub Lessees/Allottees**, which expression shall include their respective heirs, executors, administrators, successors-in-interest and/or permitted assigns)

Transferor/Sub Lessor, Promoter and Transferees/Sub Lessees/Allottees are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

4. Subject Matter of Indenture

- 4.1 **Said Apartment:** Residential Apartment No. _____ on the _____ floor, having a 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 a built up area of _____ (_____) square feet, more or less, being more particularly described in the **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 24th November, 2018 under Registration No. HIRA/P/NOR/2018/000183. The Real Estate Project is constructed on land measuring 6.66 (six point six six) acre equivalent to 26,952 (twenty six thousand nine hundred and fifty two) square meter, more or less, situate and lying at Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No.15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, as shown in **Pink** colour dots on the **Plan** annexed hereto and marked as **Annexure "1"** and more particularly described in the **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a phase (**Phase 1**) of the Whole Project (defined in 5.10.1 (iii) below) named **Siddha Eden Lakeville (Said Complex)**, constructed/being constructed on land measuring 6.773 (six point seven seven three) Acre equivalent to 27,409.35 (twenty seven thousand four hundred and nine point three five) square meter, more or less, including land measuring 0.47 (zero point four seven) Acre equivalents to 1,902.02 (one thousand nine hundred two point zero two) square meter, more or less, comprised in various *Dags* of *Mouza* Palpara, J.L. No. 7 and land measuring 6.303 (six point three zero three) acre equivalent to 25,507.336 (twenty five thousand five hundred seven point three three six) square meter, more or less, comprised in various *Dags* of *Mouza* Noapara, J.L. No. 9, both within Municipal Premises No. 561/A (previously 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, recorded in LR *Khatian* No 2, which is more particularly described in **Part I** of **Schedule A-1** below and is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "1" (Larger Property)**

being a divided and demarcated part and parcel of land measuring 11.29 (eleven point two nine) acre equivalent to 34 (thirty four) *bigha* 3 (three) *cottah* and 30.17 (thirty point one seven) square feet, more or less, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in *Khatian* Nos. (LR) 2 and 819 (modified), in *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* No. 810 (modified), in *Mouza* Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata 700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, which is more particularly described in **Part II of Schedule A-1** below and is delineated in **Red** colour boundary line on the Plan annexed hereto and marked as **Annexure "1" (Original 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 area of the Said Apartment bears to the total area of the Said Block/Building.
- 4.3 **Said Parking Space:** The right to park in the parking space/s described in the **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 the **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 Land Share, the Said Parking Space (if any), and the Share In Common Areas, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

- 5.1 **Entitlement to Original Larger Property:** The "Land & Land Reforms & Refugee Relief and Rehabilitation Department" (previously 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 17.81 (seventeen point eight one) acre, more or less, comprised in various *Dags* in *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, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the 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 14th 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 (twelve point two zero) acre, more or less, out of State Government's Property (**Lease hold 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 18th September, 2014 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.57, at Pages 3966 to 3984, being Deed No.11873 for the year 2014 (**Deed Of Lease**). Thus, the Transferor became entitled, on leasehold basis, to the Project Property, being land measuring 6.66 (six point six six) acre equivalent to 26,952 (twenty six thousand nine hundred and fifty two) square meter, more or less, situate and lying at Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas. The Transferor also became entitled, on leasehold basis, to land measuring 4.63 (four point six three) acre equivalent to 18,737 (eighteen thousand seven hundred and thirty seven) square meter, more or less, out of the Leasehold Property, situate and lying at Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (**Future Property**). The Project Property and the Future Property collectively being the Original Larger Property is more particularly described in **Part II of Schedule A-1** below, being land measuring 11.29 (eleven point two nine) acre equivalent to 34 (thirty four) *bigha*, 3 (three) *cottah* and 30.17 (thirty point one seven) square feet, more or less, **together with** structures erect thereon, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in L.R.*Khatian* Nos. 2 and 819 (modified), in *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), in *Mouza* Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, delineated in **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. By a Deed of Demarcation dated 22nd July, 2017, registered at the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, CD Volume No. 1904-2017, at Pages 282640 to 282662, being Deed No.190407473 for the year 2017, the Transferor demarcated and separated the balance land out of the Leasehold Property measuring 0.91 (zero point nine one) acre, more or less, (**Separated/Retained Property**) and the Original Larger Property. The Transferor has promoted and/or caused to be promoted other multistoried complexes, *viz* "**Solaris**

Bonhooghly-Phase I", "**Solaris Bonhooghly-Phase II**" and "**Bonorini**" on land portions measuring (i) 0.91 (zero point nine one) acre, more or less, being the Separated/Retained Property,(ii) 1.417 (one point four one seven) acre, more or less, and (iii) 4.1 (four point one) acre, more or less, respectively, with the remaining (iv) balance land used for roads and amenities related thereto, all being included in the State Government's Property. The details pertaining to the entitlement of the Transferor to the Original Larger Property are elucidated in the Title Report issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the Authority (collectively **Title Report**).

- 5.2 **Said Development Agreements:** For the purpose of developing and commercially exploiting the Original Larger Property by construction of the Said Complex thereon and transferring various apartments/spaces therein (**Apartments**), the Transferor entrusted the work of development of the Original Larger Property to the Promoter, on the terms and conditions recorded in registered Development Agreement 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. 190 2-2015, at Pages 30071 to 30115, being Deed No. 190206516 for the year 2015 (**Development Agreement**). Thereafter, the Transferor and the Promoter agreed that such work of development by the Promoter shall stand limited to the land comprised in the Larger Property on the terms and conditions recorded in a registered Supplementary Agreement dated 2nd February, 2021, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1902-2021, at Pages 63129 to 63201, being Deed No. 190200848 for the year 2021 (**Supplementary Agreement**). In terms of the Development Agreement and the Supplementary Agreement (collectively **Said Development Agreements**). In terms of the Said Development Agreements, 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 Complex 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 multistoried apartment buildings and car parking spaces. The construction of the Said Complex *inter alia* consists of (i) **Block/Building Nos. 1K** (namely Lagoon), **1L** (namely Marina), **1M** (namely Oceania), **1N** (namely Promenade), **1R** (namely Stream) and **1Q** (namely Ripple) *inter-alia* comprising of 6 (six) Ground+ 25 (G+25) storied residential buildings, being constructed on the Project Property (ii) **Block/Building Nos. 2A** and **2B** (namely Harmony) *inter-alia* comprising of 2 (two) Ground+ 10 (G+10) storied residential buildings, being constructed on the Project Property (iii) **Block/Building No. 1P**, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**) being constructed on the Project Property and (iv) **Block/Building No. 1J** (namely Islet), *inter-alia* comprising of 1 (one) Ground + 24 (G+24) storied residential building [Floor No. 23rd and 24th being the Said Club, morefully described in Clause 13.1 of the **Schedule E** below], all being constructed on the Project Property, as a phase (**Phase 1**) of the Whole Project (defined in Clause 5.10.1 (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 Transferor and/or the Promoter duly intimated the Baranagar Municipality about commencement of construction of the Project vide its letter dated 11th December, 2014. The Transferor and/or the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project including the Said Apartment and the Said Block/Building from the competent authority (**Sanctioned Plan**), which includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto from time to time from the Baranagar Municipality or any other competent authorities), which has been developed as Phase 1 of the Whole Project.
- 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 24th November, 2018 under Registration No. HIRA/P/NOR/2018/000183.
- 5.6 **Announcement of Transfer:** The Transferor and the Promoter formulated a scheme and announced transfer (subject to the Deed Of Lease) of Apartments and parking spaces, out of the Promoter's Allocation (defined in the Said Development Agreements) to prospective transferees/allottees (**Transferees**).
- 5.7 **Application and Allotment to Transferees/Allottees:** The Transferees/Allottees, upon full satisfaction of the Transferor's entitlement and the Promoter's authority to transfer, applied for taking transfer of the Said Apartment And Appurtenances and the Promoter, out of Promoter's Allocation, allotted the same to the Transferees/Allottees, who in due course entered into an agreement dated _____, _____ (**Said Agreement**) for transfer of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Block/Building:** The Promoter has completed construction of the Said Block/Building.
- 5.9 **Transfer to Transferees/Allottees:** In furtherance of the above, the Transferor and the Promoter are completing the transfer of the Said Apartment And Appurtenances in favour of the Transferees/Allottees, subject to the Deed Of Lease, by these presents, on the terms and conditions contained herein.
- 5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Transferees/Allottees confirm that the Transferees/Allottees have accepted and agreed that the following are and shall be the conditions precedent to this transfer:
- 5.10.1 **Understanding of Scheme by Transferees/Allottees:** The undertaking and covenant of the Transferees/Allottees that the Transferees/Allottees have understood and accepted the under mentioned scheme of construction as disclosed by the Promoter:
- (i) **Real Estate Project:** (i) Block/Building Nos. **1K** (namely Lagoon), **1L** (namely Marina), **1M** (namely Oceania), **1N** (namely Promenade), **1R** (namely Stream) and **1Q** (namely Ripple) *inter-alia* comprising of 6 (six) Ground+ 25 (G+25) storied residential buildings, being constructed on the Project Property (ii) Block/Building Nos. **2A** and **2B** (namely Harmony) *inter-alia* comprising of 2 (two) Ground+ 10 (G+10) storied residential buildings, being constructed on the Project Property (iii) Block/Building No. **1P**, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied

building for Multi-level Car Parking (**MLCP**) being constructed on the Project Property and **(iv) Block/Building No. 1J** (namely Islet), *inter-alia* comprising of 1 (one) Ground + 24 (G+24) storied residential buildings [Floor No. 23rd and 24th being the Said Club, more fully described in Clause 13.1 of the **Schedule E** below] being constructed on the Project Property, shall 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 **Pink** colour dots on the **Plan** annexed hereto and marked as **Annexure "1"** and more particularly described in the **Schedule A-2** below. "**Solaris Bonhooghly-Phase II**", "**Bonorini**" and the various Real Estate Projects constructible as per the Sanctioned Plan for the State Government's Property (excluding Separated/Retained Property) and "**Solaris Bonhooghly-Phase I**", constructed as per a separate Building Plan for the Separated/Retained Property are all separate from each other. The Transferees/Allottees agree and accept that **save and except** the Whole Project Included Amenities, the Transferees/Allottees shall not claim access to any of such separate multistoried complexes and/or Real Estate Projects.

(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 might be or might not 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 following which the area of the Larger Property, as mentioned in the **Schedule A-1**, below, may decrease.

(iii) Whole Project: The Promoter is undertaking the construction of the Larger Property in a phase-wise manner as mentioned in this Clause 5.10.1 (the phase-wise construction of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.10.1 and as also mentioned/contemplated in the other portions this Indenture, 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 Transferees of the Other Residential Component and, may not be available to the Transferees/Allottees or any other Transferees of Apartments 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 the 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 Transferees/Allottees agree that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to Apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Transferees/Allottees of such Apartments and to the exclusion of other Transferees in the Real Estate Project (**Limited Areas And Facilities**). The Transferees/Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Transferees/Allottees in the Said Apartment And Appurtenances and as more particularly described in the **Schedule B** hereunder written. The Transferees/Allottees agree to not use the Limited Areas And Facilities identified for other Transferees nor shall the Transferees/Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Transferees and/or the usage thereof.

(viii) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Transferees/Allottees and other Transferees on a non-exclusive basis are listed in the **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 used by the Transferees/Allottees and other Transferees in the Whole Project on a nonexclusive basis (**Whole Project Included Amenities**) are listed in the **Schedule D** hereunder written. The Transferees/Allottees agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in **Schedule D** below) in all respects prior to handing over of possession of the Said Apartment to the Transferees/Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Transferees/Allottees expressly agree not to raise any objection regarding the same and also further waive the right, if any, to do so.

(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 by way of - (i) 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 Transferees/Allottees hereby irrevocably agree and give their 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 Transferees/Allottees' consent contemplated under the

relevant provisions of the Act, Rules and Regulations. The Transferees/Allottees 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 Transferees/Allottees hereby agree 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.

(xi) **Possession of Said Parking Space comprised in MLCP:** In the event the Said Parking Space (if any), is situated in the MLCP of the Real Estate Project, the Transferees/Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Transferees/Allottees only after completion of construction of the MLCP Block/Building.

5.10.2 **Satisfaction of Transferees/Allottees:** The undertaking of the Transferees/Allottees to the Transferor and the Promoter that the Transferees/Allottees are acquainted with, fully aware of and are thoroughly satisfied about the entitlement of the Transferor, right of the Promoter in the Project Property, the Sanctioned Plan, all background papers, the right of the Transferees/Allottees and the Promoter to grant this transfer subject to the Deed Of Lease, the scheme of construction described above and the extent of the rights being granted in favour of the Transferees/Allottees and the negative covenants mentioned above and/or elsewhere in this Indenture and the Transferees/Allottees hereby accept the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Transferees/Allottees to the Transferor and the Promoter that the right, title and interest of the Transferees/Allottees are confined only to the Said Apartment And Appurtenances and the Transferor and/or 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 Transferor and/or the Promoter, which the Transferees/Allottees hereby accept and to which the Transferees/Allottees, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Transferor and the Promoter hereby transfer by way of sublease subject to the Deed of Lease to and unto the Transferees/Allottees, free from all encumbrances of any and every nature whatsoever, in the Said Apartment And Appurtenances, described in the **Schedule B** below:

6.1.1 **Said Apartment:** Residential Apartment No. _____ on the ___ floor, having a 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 a built up area of ____

(_____) square feet, more or less, being more particularly described in the **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. __ (namely _____), 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 24th November, 2018 under Registration No. HIRA/P/NOR/2018/000183, the Real Estate Project is constructed on the Project Property as shown in **Pink** colour dots on the **Plan** annexed hereto and marked as **Annexure "1"** and more particularly described in the **Schedule A-2** below, being land measuring 6.66 (six point six six) acre equivalent to 26,952 (twenty six thousand nine hundred and fifty two) square meter, more or less, situate and lying at Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas. The Real Estate Project has been developed as Phase 1 of the Whole Project named **Siddha Eden Lakeville**, constructed/being constructed on the Larger Property being land measuring 6.773 (six point seven seven three) acre equivalent to 27,409.35 (twenty seven thousand four hundred and nine) square meter, more or less, comprised in various *Dags* of *Mouza* Palpara, J.L. No. 7 in various *Dags* of *Mouza* Noapara, J.L. No. 9, Municipal Premises No. 561A (previously 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, recorded in LR *Khatian* No 2, which is more particularly described in **Part I** of **Schedule A-1** below and is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "1"**.

- 6.1.2 **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. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total 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 and the Promoter, in consideration of a sum of **Rs. _____/- (Rupees _____)**, paid by the Transferees/Allottees to the Promoter, receipt of which the Promoter hereby and by the Memo and Receipt of Consideration by Promoter below, admits and acknowledges.

8. Terms of Transfer

- 8.1 **Title, Sanctioned Plans and Construction:** The Transferees/Allottees have examined or caused to be examined the following and the Transferees/Allottees are 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 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 Transferees/Allottees have measured the area of the Said Apartment and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 **Clarification on GST Input Credit:** The Transferees/Allottees understand, confirm and accept that the Consideration of the Said Apartment And Appurtenances has been arrived at after adjusting the full GST input credit to be passed on to the Transferees/Allottees and the Transferees/Allottees consequently shall not be entitled to and covenant not to raise any manner of dispute, claim and/or demand against the Transferor and/or the Promoter in this regard.
- 8.4 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Indenture is:
- 8.4.1 **Transfer:** sub lease, within the meaning of the Transfer of Property Act, 1882.
 - 8.4.2 **Absolute:** absolute and in terms of this Indenture.
 - 8.4.3 **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.
 - 8.4.4 **Benefit of Common Portions:** subject to the terms and conditions of this Indenture, 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 and the Promoter (if the Transferor and/or the Promoter retain any Apartment in the Said Block/Building).
- 8.5 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Indenture is subject to:

- 8.5.1 **Tenure and Terms of the Deed Of Lease:** the Transferees/Allottees being 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.
- 8.5.2 **Payment of Rates & Taxes:** the Transferees/Allottees 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.
- 8.5.3 **Payment of Monthly Subscription, User Charge for Said Club:** the Transferees/Allottees 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.
- 8.5.4 **Payment of Maintenance Charge:** the Transferees/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).
- 8.5.5 **Observance of Covenants:** the Transferees/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.5.6 **Indemnification by Transferees/Allottees:** indemnification by the Transferees/Allottees about the Transferees/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Transferees/Allottees hereunder. The Transferees/Allottees agree to keep indemnified the Transferor 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 and the Promoter and/or their successors-in-interest by reason of any default of the Transferees/Allottees.

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 Transferor and the Promoter to the Transferees/Allottees, which the Transferees/Allottees admit, acknowledge and accept.

10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes along with 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 Transferees/Allottees (**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 Transferees/Allottees.

11. Holding Possession

- 11.1 Transferees/Allottees Entitled:** The Transferor and the Promoter hereby covenant that the Transferees/Allottees 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 Transferees/Allottees, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Transferor and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Transferor and the Promoter.

12. Further Acts

- 12.1 Transferor and Promoter to do:** The Transferor and the Promoter hereby covenant that the Transferor 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 Transferees/Allottees and/or successors-in-interest of the Transferees/Allottees, 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 Transferees/Allottees to the Said Apartment And Appurtenances.
- 12.2 Promoter to do:** The Promoter hereby covenants that the Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferees/Allottees and/or successors-in-interest of the Transferees/Allottees, 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 Transferees/Allottees to the Said Apartment And Appurtenances.

13. Defect Liability

- 13.1** The Promoter shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within 5 (five) calendar years from the Date Of Possession simultaneously with date of this Indenture.
- 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 Transferees/Allottees and/or any other Transferees 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 Transferees/Allottees and/or any other Transferees in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Transferees/Allottees 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 Transferees/Allottees and/or the Association (upon formation as defined in **Schedule E** below) 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) unauthorized modifications or repairs done by the Transferees/Allottees or their nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipment 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 Transferees/Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Complex and if the annual maintenance contracts are not done/renewed by the Transferees/Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property 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 Transferees/Allottees have been made aware and the Transferees/Allottees expressly agree that the regular wear and tear of the Said Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Transferees/Allottees 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 Indenture 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 **Overriding 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 Indenture are inserted for convenience only and shall be ignored in construing the provisions of this Indenture.
- 15.3 **Definitions:** Words and phrases have been defined in this Indenture 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'
Part I
(Larger Property)

Land measuring 6.773 (six point seven seven three) acre equivalent to 27,409.35 (twenty seven thousand four hundred and nine) square meter, more or less, including land measuring 0.47 (zero point four seven) acre equivalent to 1,902.02 (one thousand nine hundred two point zero two) square meter, more or less, comprised in various *Dags* of *Mouza* Palpara, J.L. No. 7 and land measuring 6.303 (six point three zero three) acre equivalent to 25,507.336 (twenty five thousand five hundred seven point three three six) square meter, more or less, comprised in various *Dags* of *Mouza* Noapara, J.L. No. 9, Municipal Premises No. 561A (previously 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, recorded in LR *Khatian* No 2, and is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "1"**.

The details of the said *Dags* are given in the Chart below-

Sl No.	RS Dag Nos.	Area Involved Partly/Fully	Mouza	Area in Acre
1	51	Full	Noapara	0.5400
2	50	Full	Noapara	0.3300
3	49	Full	Noapara	0.2300
4	43	Part	Noapara	0.0900
5	47	Part	Noapara	0.1600
6	48	Part	Noapara	0.0400
7	54	Full	Noapara	0.2200
8	55	Part	Noapara	0.0230
9	56	Part	Noapara	0.4570
10	53	Full	Noapara	0.5200
11	52	Full	Noapara	0.3000

12	549	Full	Noapara	0.2400
13	75	Full	Noapara	0.3000
14	74	Full	Noapara	0.2800
15	72	Full	Noapara	0.4300
16	57	Part	Noapara	0.1700
17	67	Part	Noapara	0.0300
18	58	Part	Noapara	0.0430
19	73	Part	Noapara	0.5700
20	76	Part	Noapara	0.3000
21	146	Part	Noapara	0.7000
22	148	Part	Noapara	0.1700
23	149	Full	Noapara	0.0700
24	150	Part	Noapara	0.0900
25	35	Part	Palpara	0.2100
26	47	Part	Palpara	0.1200
27	32	Part	Palpara	0.14
Total				6.7730

Part II
(Original Larger Property)

Land measuring 11.29 (eleven point two nine) acre equivalent to 34 (thirty four) bigha 3 (three) cottah and 30.17 (thirty point one seven) square feet, more or less, comprised in R.S. *Dag* Nos. 32, 35 and 47 recorded in Khatian Nos. (LR) 2 and 819 (modified), in 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), in Mouza Noapara, J.L. No. 9, being a divided and demarcated portion of Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas and is delineated in Red colour on the **Plan** annexed hereto and marked as **Annexure "1"**

SCHEDULE 'A-2'
(Project Property)

Land measuring 6.66 (six point six six) acre equivalent to 26,952 (twenty six thousand nine hundred and five two) square meter, more or less, situate and lying at Municipal Premises No. 561A (previously 561), Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of the Baranagar Municipality, Police Station Baranagar, Kolkata-700108 within Ward No. 15 of the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas, as shown in **Pink** colour dots on the **Plan** annexed hereto and marked as **Annexure "1"**.

SCHEDULE 'B'

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being Residential Apartment No. _____ on the ___ floor, having a 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 a built up area of ___ (_____) square feet, more or less, in Block/Building No. ___ and Block/Building Name _____. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;
- (b) The Said Parking Space, being the right to park ____ (_____) medium sized car in the multi-level/open/covered/mechanical, car/two-wheeler parking space, of the Tower/Building No. _____ admeasuring _____ (_____) square feet in 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 the **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 Apartment)
- 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
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation
- 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
- Roof Area
- Stair Room
- CCTV

SCHEDULE 'D'
(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Transferees/Allottees on a non-exclusive basis along with other Transferees 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.	Skywalk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'E'
(Covenants)

The Transferees/Allottees covenant with the Promoter (which expression includes the body of all Transferees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (**Association**), wherever applicable) and admit and accept that:

1. **Satisfaction of Transferees/Allottees:** The Transferees/Allottees are acquainted with, fully aware of and are 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 Indenture, the scheme of construction described in this Indenture and the extent of the rights being granted in favour of the Transferees/Allottees and the negative covenants mentioned in this Indenture and the Transferees/Allottees hereby accept the same and shall not raise any objection with regard thereto.
2. **Transferees/Allottees Aware of and Satisfied with Common Areas and Specifications:** The Transferees/Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in the **Schedule C** above), quality, specifications, materials, workmanship and structural stability thereof and all other ancillary matters, is entering into this Indenture. The Transferees/Allottees have examined and are acquainted with the Said Complex and have agreed that the Transferees/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common

Expenses/Maintenance Charges (3) the Transferees/Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Transferees/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Transferees/Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the other Transferees of the Said Complex/Whole Project.

4. **Transferees/Allottees to Mutate and Pay Rates & Taxes:** The Transferees/Allottees shall (1) pay the Baranagar Municipality Tax, surcharge, levies, cess etc. (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 Transferees/Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof and (2) have mutation completed at the earliest. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. **Transferees/Allottees to Pay Common Expenses/Maintenance Charges:** The Transferees/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof. The Transferees/Allottees further admit and accept that (1) the Transferees/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation). With regard to the Common Expenses/Maintenance Charges, it is clarified that **notwithstanding** anything contained in the Said Agreement (defined in Clause 5.7 above), including the Maintenance Charges for Common Areas specified in the Said Agreement, the Transferees/Allottees agree and accept that the Common Area Maintenance charges (as referred to in the **Schedule C** of the Said Agreement) paid by the Transferees/Allottees to the Promoter at and/or before the date of execution of this Indenture (**Maintenance Deposit**) shall always be treated as Maintenance Deposit, which shall be held by the Promoter as security for payment of Common Expenses/Maintenance Charges and in the event of any non-payment/default by the Transferees/Allottees in paying the Common Expenses/Maintenance Charge, the Promoter shall be entitled to deduct from the Maintenance Deposit the amount in default. Immediately upon such deduction, the Transferees/Allottees shall deposit with the Promoter an amount equivalent to such deduction so that the Maintenance Deposit remains intact at all times.

6. **Transferees to Pay Interest for Delay and/or Default:** The Transferees/Allottees shall, without raising any objection in any manner whatsoever and without claiming

any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferees/Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Transferees/Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Transferees/Allottees and the Transferees/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Transferees/Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
8. **No Obstruction by Transferees/Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project, the Transferees/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Transferees/Allottees due to and arising out of the said construction/constructional activity. The Transferees/Allottees also admit and accept 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 building materials and for other purposes and the Transferees/Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. **No Rights of or Obstruction by Transferees/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Indenture and the Promoter shall have absolute right to 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 Areas:** The Transferees/Allottees fully comprehend and accept 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 Transferees/Allottees shall not question any variation (including diminution) therein (3) the Transferees/Allottees shall not demand any refund of the Consideration paid by the Transferees/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Transferees/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. **Transferees/Allottees to Participate in Formation of Association and Apex Body:** The Transferees/Allottees admit and accept that the Transferees/Allottees and other intending Transferees of Apartments in the Said Complex shall form the Association and the Transferees/Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (**Apex Body**). The Transferees/Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body shall acquire and hold membership with voting rights and in this regard the Transferees/Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Transferees of each Apartment will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall ensure and not object to the Association joining the Apex Body.
12. **Obligations of Transferees/Allottees:** The Transferees/Allottees shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/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 Date Of Possession.
 - (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 Transferees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferees/Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building save in the manner indicated by the Promoter /the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes and dish-antenna shall have to be purchased by the Transferees/Allottees.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferees/Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Transferees/Allottees make any alterations/changes, the Transferees/Allottees shall compensate the Promoter/the Association (upon formation) (as the case may be) as estimated by the Promoter/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Transferees/Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Transferees/Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Transferees/Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Transferees/Allottees on the inner side of the doors and windows of the Said Apartment. The Transferees/Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Transferees/Allottees that no outdoor units of split air-conditioners will be installed on the external walls of the Said Block/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 Transferees/Allottees shall install the out-door unit of the same either inside the Transferees/Allottees' 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 Transferees/Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Transferees/Allottees accept 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 Indenture.

- (j) **Trade Mark Restriction:** not use the name/mark **Siddha** or **Eden Realty** 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 Transferees/Allottees do so, the Transferees/Allottees shall be liable to pay damages to the Promoter and/or Transferor as the case may be and shall further be liable for prosecution for use of the mark **Siddha** or **Eden Realty**.
- (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 neighboring 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 transferring 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 Transferees/Allottees from displaying a standardized name plate outside the main door of the Said 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 Transferees/Allottees and/or family members, invitees or servants of the Transferees/Allottees, the Transferees/Allottees shall compensate for the same.
 - (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
 - (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safety equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Transferees/Allottees hereby understand and accept 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 Transferees/Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Transferees/Allottees hereby confirm that the Transferees/Allottees shall not violate any terms of the statutory requirements/fire norms.
- 12.1 **Notification Regarding Letting/Transfer:** If the Transferees/Allottees let out or transfer the Said Apartment And Appurtenances, the Transferees/Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number. Further, prior to any transfer of the Said Apartment And Appurtenances, the Transferees/Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Transferees/Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 12.2 **No Objection to Construction:** The Transferees/Allottees have 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 and hence the

Transferees/Allottees have no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Transferees/Allottees shall not raise any objection to any inconvenience that may be suffered by the Transferees/Allottees due to and arising out of the said construction/constructional activity.

- 12.3 **No Right in Other Areas:** The Transferees/Allottees shall not have any right in the other portions of the Larger Property/the Said Complex and the Transferees 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 Said Complex.
- 12.4 **Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all Transferees of the Said Block/Building (**Common Roof**) and all common installations such as **Skywalk** (defined as demarcated landscaped portion on the Common Roof of every Block, with amenities as decided by the Promoter and the Transferor at their sole discretion, which may or may not be connected to each Block but shall be accessible from the common loft and common staircase of each Block), being in the nature of common amenities and a part of the Said Club; 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 the Promoter with right of exclusive transfer and the Transferees/Allottees specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Transferees/Allottees specifically agree 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 transferees of the Said Block/Building.
- 12.5 **Hoardings:** The Promoter and the Transferor shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter and the Transferor are permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter and the Transferor may in their sole discretion deem fit on the Larger Property and on the facade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter and the Transferor shall also be entitled to place, select, decide hoarding/board sites.
- 12.6 **Transfer of Common Areas to Association:**Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required and to be transferred to the Association (upon formation), then the Promoter/Developer and/or the Transferor, as per their respective entitlements, shall be entitled to do so and the Transferees/Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Transferees of the Project (including the Transferees/Allottees herein) proportionately and the Promoter and/or the Transferor shall not be liable therefor in any manner whatsoever and the

Transferees/Allottees and the other Transferees shall keep the Promoter and the Transferor fully indemnified with regard thereto.

- 12.7 **No Objection To Transferees Of Original Larger Property:** Notwithstanding anything elsewhere to the contrary herein contained and subject to the terms of the Supplementary Agreement, it is expressly agreed, understood and clarified that the Transferees/Allottees shall not raise any objection upon any transferee/allottee of any apartment in any of the buildings erected upon any portion outside the Larger Property but within the Original Larger Property, being constructible/constructed by the Transferor and/or any party authorized by the Transferor for the such construction; from taking membership of the Said Club and using the Shared Infrastructure (defined in the Supplementary Agreement) included in but not limited to the Common Areas Of the Real Estate Project and the Whole Project Included Amenities.

13. Said Club

- 13.1 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 Transferor and/or the Promoter as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Transferees/Allottees and (2) the Transferees/Allottees hereby unconditionally accept 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 Transferees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.
- 13.2 **Membership Obligation of Transferees/Allottees:** Membership of the Said Club being compulsory for all Transferees of the Whole Project, the Transferees/Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Transferees/Allottees is more than 1 (one), as be nominated *inter se* among themselves) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Transferees/Allottees understand and accept 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 Transferees/Allottees) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Transferees/Allottees of the club scheme shall be a condition precedent to completion of transfer of the Said Apartment And Appurtenances in terms of this Indenture.
- 13.3 **Membership Scheme of Said Club:** The Transferees/Allottees understand and accept that (1) membership of the Said Club shall be open only to the Transferees/Allottees 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 is a body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, 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/Allottee 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 the Transferees/Allottees let out the Said 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 Transferees/Allottees.

- 13.4 **Facilities of Said Club:** The Transferees/Allottees understand and accept that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.
- 13.5 **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 Transferees/Allottees understand and accept 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 Transferees/Allottees shall not raise any claim or objection in this regard.
- 13.6 **Club Manager:** The Transferees/Allottees understand and accept that the Said Club (at the sole discretion of the Promoter) 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 Transferees/Allottees further understand and accept 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.
- 13.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Transferees/Allottees understand and accept that (1) the Transferees/Allottees do not have to pay any membership fee for membership of the Said Club as the Consideration includes the membership fee but future transferees of the Transferees/Allottees may have to pay separate amounts towards membership fee (2) the Transferees/Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Transferees/Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Transferees/Allottees reside 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.
- 13.8 **User Charge:** The Transferees/Allottees understand and accept 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.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Apartment) walls of the Said Block/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment 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 Transferees/Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment 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.

**Eden Realty Ventures Private Limited
Through Constituted Attorney
Siddha Real Estate Development Private Limited**

**Sanjay Kumar Bothra
Authorized Signatory**

[Transferor/Sub Lessor]

Siddha Real Estate Development Private Limited

Sanjay Kumar Bothra
Authorized Signatory
[Promoter]

[Transferees/Sub Lessees/Allottees]

Drafted by:

Advocate,
High Court, Calcutta
F/

Witnesses:

Signature_____

Signature_____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: 7C, Kiran Sankar Roy Road

Address: 7C, Kiran Sankar Roy Road

Kolkata-700001

Kolkata-700001

Receipt of Consideration

Received from the within named Transferees/Sub Lessees/Allottees 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.

Siddha Real Estate Development Private Limited

**Sanjay Kumar Bothra
Authorized Signatory
[Promoter]**

Witnesses:

Signature _____

Signature _____

Name: _____

Name: _____

Dated this _____ day of _____, 2021

Between

**Eden Realty Ventures Private Limited
...Transferor/Sub Lessor**

And

**Siddha Real Estate Development Private Limited
...Promoter**

And

_____ & Anr.
...Transferees/Sub Lessees/Allottees

INDENTURE

Apartment No. _____, _____ floor

__ (_____) Multi Level/Open/Coverd/Mechanical Car/Two wheeler Park
Siddha Eden Lakeville
District North 24 Parganas

Saha & Ray
Advocates
3A/1, 3rd floor
Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata-700001