

Indenture

- 1. Date:**
- 2. Place:** Kolkata
- 3. Parties:**

B E T W E E N

SRI PALLAB GUPTA (PAN – ADXPG9669D) son of Late Pabitra Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Plot No.11, Sector –A, Metropolitan Co- operative Housing Society, P.S. Pragoti Maidan, P.O. Dhapa, Kolkata – 700 105, West Bengal, hereinafter called and referred to as the ‘TRANSFEROR’ (which expression shall unless repugnant to the context shall deem to mean and include each of his heirs, administrators, legal representatives and assigns) of the FIRST PART.

AND

ULTIMATE 17 SMARTVISTA LLP, Having LLPIN ACE-2979 date of incorporation 08.12.2023. having its office 385, Santi Pally Ward No. 107, E.K.T. Kolkata, Kolkata – 700 107 being represented by its partners 1. SRI PALLAB GUPTA (DIN – 00047726) (PAN – ADXPG9669D) son of Late Pabitra Gupta, 2. SMT. LAXMI GUPTA (DIN – 10419734) (PAN – AWCPG0665M) wife of Late Pabitra Gupta, by occupation- Business, both by faith- Hindu, both by Nationality- Indian, both residing at Plot No.11, Sector –A, Metropolitan Co- operative Housing Society, P.S. Pragoti Maidan, P.O. Dhapa, Kolkata – 700 105, West Bengal hereinafter called and referred to as ‘DEVELOPER’ (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its heirs successor, successor-in-office, legal representatives, administrators and assigns) of the SECOND PART.

AND

.....
.....

.....hereinafter called and referred to as the “TRANSFeree”/ ‘ALLOTTEE” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

(The Developer and Allottee shall hereafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’)

NOW THIS TRANSFER WITNESSES AS FOLLOWS:

4. Subject Matter of Indenture

- a. **Said Commercial Unit:** Commercial Unit 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 Commercial Unit is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure ----- (Said Commercial Unit)**, in Block/Building No._____(**Said Building**)
- b. **The** Real Estate Project is constructed on land measuring ----- which is more particularly described in **Schedule -----** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure ----**
- c. **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.

5. Background

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- a. **Intimation to KMC and Sanction of Plans:** The Transferor/Lessee duly intimated the KMC about commencement of construction of the Project vide its letter dated ----- The Transferor/Lessee has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (for the Said Commercial Unit from the competent authority), which has been developed as Commercial Project namely --

 - b. **Registration under the Act:** The Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on_under Registration No.__.
 - c. **Announcement of Sub Lease:** The Developer formulated a scheme and announced transfer of Commercial Units and parking spaces, to prospective transferees/allottees vide Sub Lease subject to the Indenture Of Lease (**Transferees/Sub Lessees**).
 - d. **Application and Allotment to Transferee/Sub Lessee:** The Transferee/Sub Lessee, upon full satisfaction of the Developer's entitlement and authority to transfer, applied for transfer of the Said Commercial Unit And Appurtenances and the Developer 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 Commercial Unit on the terms and conditions contained therein.
 - e. **Construction of Said Block/Building:** The Developer has completed

construction of the Said Block/Building.

- f. **Transfer to Transferee/Sub Lessee:** In furtherance of the above, the Developer is completing the Transfer of the Said Commercial Unit And in favour of the Transferee/Sub Lessee, subject to the Indenture Of Lease, by these presents, on the terms and conditions contained herein.
- g. **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:
- h. **Satisfaction of Transferee/Sub Lessee:** The undertaking of the Transferee/Sub Lessee to the Developer that the Transferee/Sub Lessee is acquainted with, fully aware of and is thoroughly satisfied about the entitlement of the Developer, right of the Lessee in the Project Property, the sanctioned plan, all background papers, the right of the Developer to grant this Transfer vide Sub Lease subject to the Indenture Of Lease, and the extent of the rights being granted in favour of the Transferee/Sub Lessee and the negative covenants mentioned in this Indenture and the Transferee/Sub Lessee hereby accepts the same and shall not raise any objection with regard thereto.
- i. **Rights Confined to Said Commercial Unit:** The undertaking of the Transferee/Sub Lessee to the Developer that the right, and interest of the Transferee/Sub Lessee is confined only to the Said Commercial Unit And the Developer is entitled to deal with and dispose off all other portions of the Project to third parties at the sole discretion of the Developer 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

The Developer hereby transfer vide Sub Lease subject to the Indenture Of Lease, to and unto the Transferee/Sub Lessee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Commercial Unit ,described in **Schedule ----** below,being:

- a. **Commercial Unit:** The Said Commercial Unit, being Residential Commercial Unit no._, on the _____ floor, having 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 -----** below and the layout of the Commercial Unit is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “-----”**, in Building No.____, situate and lying at Municipal Premises No. ----- named **Project ----- morefully mentioned in the Schedule----- below.**

7. Consideration and Payment

- a. **Consideration:** The aforesaid transfer of the Said Commercial Unit And Appurtenances is being made by the Transferor/Lessee in consideration of a sum of Rs.____/- (Rupees__), paid by the Transferee/Sub Lessee to the Developer and the Developer hereby by the Memo and Receipt of Consideration admit and acknowledge. The same.

8. Terms of Transfer

- i. **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/Lessee in respect of the Project Property, the Said Building and the Said Commercial Unit ;
- (b) The sanctioned plan sanctioned by the KMC;
- (c) The construction and completion of the Said Building, the Common Areas, the Said Commercial Unit and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

ii. Measurement: The Transferee/Sub Lessee has measured the area of the Said Commercial Unit 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.

iii. Salient Terms: The transfer of the Said Commercial Unit being effected by this Transfer is sub lease within the meaning of the Transfer of Property Act, 1882 in the manner of absolute, irreversible and in perpetuity.

iv. 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, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.

v. Tenure and Terms of the Indenture Of Lease: the Transferee/Sub Lessee shall be entitled to the Said Commercial Unit And Appurtenances for the remaining period of the tenure of -----(ninety nine) years and

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

vi. 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 Commercial Unit.

vii. 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** ----- below (collectively **Common Expenses/Maintenance Charge**).

viii. Observance of Covenants: the Transferee/Sub Lessee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule** -----below.

ix. 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 Developer and Lessee and/or his successors-in- interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Developer.

9. Possession

a. **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Commercial Unit And Appurtenances has been handed over by the Developer to the

Transferee/Sub Lessee, which the Transferee/Sub Lessee admits, acknowledges and accepts.

10. Outgoings

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

11. Holding Possession

- a. **Transferee/Sub Lessee Entitled:** The Developer hereby covenants 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 Commercial Unit 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 Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Developer.

12. General

- a. **Conclusion of Contract:** The Parties have concluded the contract of Transfer in respect of the Said Commercial Unit 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.
- b. **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.

13. Interpretation

- a. **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- b. **Headings:** The headings in this Transfer are inserted for convenience only and shall be ignored in construing the provisions of this Transfer.
- c. **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.
- d. **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE A

PART I ("Project Property/ said land ")

ALL THAT piece and parcel B+G+17 storied building (commercial) lying

on leasehold land measuring 25 cottahs be the same a little more or less alongwith 20 ft wide entrance road from E.M Bypass to the building with all easement rights comprised in R.S. Dag no. 421 (P), L.R. Dag no. 421, L.R. Khatian no. 845, of Mouza- Laskarhat, J.L. No. 11 being KMDA Plot no. C-7 at Sector-C and situated at and being part of the East Kolkata Area Development Project of the authority under P.S.- Kasba, within the jurisdiction of KMC Ward no. 107 in the District- South 24 Parganas, which is butted and bounded as follows:

ON THE NORTH: 12 ft (3650cm) wide road and canal

ON THE SOUTH: Plot no. GRH-5 (Boundary wall of Custom Quarter)

ON THE EAST: Petrol Pump then EM Bypass 76.20 M. wide Road

ON THE WEST: RS Dag no. 422

PART-II ("COMMERCIAL UNIT")

ALL THAT the Commercial Unit No.containing a carpet area ofsq. ft., be the same a little more or less, corresponding super built up area is calculated at.....sq. ft. be the same a little more or less on the Floor of the building known as “-----” and shown and delineated in the map or plan annexed hereto and bordered in colour RED thereon and Together With the undivided proportionate impartible part or share in the land comprised in the said premises attributable to the said Commercial Unit.

PART IIA (CAR PARKING SPACE)

ALL THAT the right to park.....Car in the Covered Car Parking Space no..... on the Basement / ground floor of the Premises.

Part-III (SPECIFICATIONS)

(TECHNICAL SPECIFICATION OF THE BUILDING)

1. Foundation : As per Municipality Structural Sanction Plan.
2. Plinth : As per Municipality Structural Sanction Plan.
3. Super Structure : As per Municipality Structural Sanction Plan.
4. Walls : As per Municipality Structural Sanction Plan.
5. The front elevation of the building, may be subject to modification, alteration, or redesign at the sole discretion of the Developer. Such changes may occur during the construction phase or thereafter, as deemed necessary for aesthetic, functional, or regulatory compliance purposes. The Purchaser shall have no claim, objection, or compensation arising from such changes
6. The Developer shall finishing the building's lobby with a modern design, incorporating high-quality materials, contemporary aesthetics, and functional elements that align with current architectural trends.
7. The final design shall include premium flooring with high end vitrified tiles and marble granite, energy-efficient lighting, modern furnishings, and advanced security features. The Developer reserves the right to make adjustments to the design as necessary, provided that the overall modern aesthetic is maintained.
8. The Developer shall install a centrally air-conditioned system in the building, providing efficient climate control to all units and common areas. Each unit shall be equipped with an individual meter to record and monitor air conditioning usage, allowing for separate billing based on actual consumption.
9. The Developer shall provide each unit with a separate and fully functional W.C., designed to meet modern sanitary standards. Each W.C. shall include essential fixtures, including but not limited to a toilet, washbasin, ventilation system, and plumbing connections.

PART – IV (COMMON AREAS and COMMON FACILITIES)

1. The right in common with the other Transferees/ Allottees for the use of the common parts for egress and ingress and right in undivided

proportionate share of land .

2. The right of passage in common with other Transferee/s / Allottee/s to get electricity, water connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary beneficial use and occupation of the other parts, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable as per Local Law to Leasehold right of the Commercial Unit.
5. Lift
6. Fully functional common toilets at Ground Floors ----- numbers and ----- nos on higher floors.
7. The usage, and access to the roof of the building, including any structures or facilities located thereon, shall remain exclusively with the Developer and/or Transferor. The Transferee/s/ Allottee/s shall have no right, claim, or interest in the roof or its usage, and shall not access or utilize the roof for any purpose unless expressly authorized in writing by the Developer and/or Transferor.
8. Fire Fighting System: A fully functional and compliant fire fighting system, including smoke detectors, fire alarms, sprinkler systems, fire extinguishers, and emergency exits, shall be installed in accordance with applicable fire safety codes and regulations. Regular inspections and maintenance of the system shall be ensured by the Developer to maintain operational readiness.
9. 24-Hour Security: The Developer shall provide a 24-hour security system, including but not limited to CCTV surveillance in common areas, access control mechanisms, and trained security personnel. The security system will be operational from the date of handover and managed by the [maintenance agency/Association] thereafter.
10. Internet/Wi-Fi Facility: The Developer shall ensure the provision of

internet and Wi-Fi infrastructure throughout the building, including common areas. This includes setting up the necessary cabling, equipment, and access points. The service provider(s) and usage charges for individual units will be the responsibility of the occupants of units.

11. Electricity: Transferee/Allottee/s will have to apply to concerned electricity office individually for obtaining supply of power and meter for their respective commercial units. The Developer shall facilitate in making such applications by the Transferee/Allottee/s. The Transferee/Allottee/s shall be required to pay the applicable security deposit and/or other charges for the same to the said concerned electricity department.
12. Diesel Generator Back-up:
 - (a) The Developer shall provide power back-up system through diesel generator in limited areas within the Unit along with certain selected Common Areas in the Project .
 - (b) The extent of power back-up provided will be decided by the Developer and informed to Transferee/Allottee/s before possession of the Unit. The running charges for such power back-up will be part of the Maintenance Charge to be paid by the Transferee/Allottee/s.
13. Water Supply: Water supply to the Transferee/ Allottee/s / lawful occupants of the Project will be made available by sourcing the same from the governmental agencies or any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply within the Unit is strictly not permitted.

Schedule B

(Covenants)

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 Land, right and entitlement of the Developer the sanctioned plans, all the background papers, the right of the Transferor/Lessee to enter into this Transfer, the scheme of construction described in this Transfer and the extent of the rights being granted in favour of the Transferee/Sub Lessee and the negative covenants mentioned in this Transfer 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 - -----above) and Specifications (described in Schedule ---above) and all other ancillary matters, is entering into this Transfer. The Transferee/Sub Lessee has examined and is acquainted with the Said Project and has agreed that the Transferee/Sub Lessee shall neither have nor shall claim any right over any portion of the Said Building and/or the Project **save and except** the Said Commercial Unit And Appurtenances.
3. **Facility Manager:** The Developer 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 Project **(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 Transferees of the Said Project.

4. **Transferee/Sub Lessee to Mutate and Pay Rates & Taxes:** The Transferee/Sub Lessee shall
 - (1) pay the KMC Tax, surcharge, levies, cess etc. (proportionately for the Said Block/Building and/or the Said Project and wholly for the Said Commercial Unit And Appurtenances and until the Said Commercial Unit 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 Lessee 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 Lessee /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 Developer /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 Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. **Transferee to Pay Interest for Delay and/or Default:** The Transferee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferee 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 Developer /the Facility Manager/the Association (upon formation), as the case may be. The Transferee 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 and the Transferee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
7. **No Obstruction by Transferee/Sub Lessee to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said 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/constructional activity. The Transferee/Sub Lessee also admits and accepts that the Lessee and/or employees and/or agents and/or contractors of the Lessee shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Transferee/Sub Lessee shall not raise any objection in any manner whatsoever with regard thereto.
8. **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 Transfer and the Developer shall have absolute right to transfer, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **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 Lessee of Commercial Units in the Said Project 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 building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Project (**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 Commercial Unit sub-lessee will be entitled to cast a vote irrespective of his/her/its size of Commercial Unit. 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 Block/Building, the Real Estate Project, the Whole Project and the Said Project by the

Developer/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 Developer/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 Project.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Commercial Unit 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 Commercial Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Lessee or to the other Commercial Unit transferees. The main electric meter shall be installed only at the common meter space in the Said Project 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 Lessee /the Facility Manager/the Association (upon formation). The Lessee 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) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Commercial Unit and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Commercial Unit. In the event the Transferee/Sub Lessee makes any alterations/changes, the Transferee/Sub Lessee shall compensate the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/ Transferor/the Association (upon formation) for restoring it to its original state.
- (f) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Commercial Unit 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.
- (g) **No Sub-Division:** not sub-divide the Said Commercial Unit And Appurtenances and the Common Areas, under any circumstances.
- (h) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Project from that mentioned in this Transfer.
- (i) **Trade Mark Restriction:** not to use the name/mark **Siddha** in any form or

manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Commercial Unit and if the Transferee/Sub Lessee does so, the Transferee/Sub Lessee shall be liable to pay damages to the Lessee and shall further be liable for prosecution for use of the mark **Siddha**.

- (j) **No Nuisance and Disturbance:** not use the Said Commercial Unit 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.
- (k) **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.
- (l) **No Obstruction to Developer /Facility Manager/Association/ Apex Body:** not obstruct the Lessee/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Lessee in constructing on other portions of the Building and/or the Said Project and transferring or granting rights to any person on any part of the Said Building/Project Property (excepting the Said Commercial Unit and the Said Parking Space, if any).
- (m) **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 Commercial Unit and the Said Parking Space, if

any.

- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Lessee/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (o) **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.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Commercial Unit, the Said Parking Space, if any or the Common Areas.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Commercial Unit and the Said Parking Space, if any.
- (r) **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 Commercial Unit/Said Building/Said Project **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 Commercial Unit.
- (s) **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.
- (t) **No Installing Generator:** not install or keep or run any generator in the

Said Commercial Unit and the Said Parking Space, if any.

- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Commercial Unit.
- (w) **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.
- (x) **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 Commercial Unit 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 Commercial Unit and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Commercial Unit 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 transfers the Said Commercial Unit 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 address and telephone number.

11.1.12 **No Objection to Construction:** The Transferee/Sub Lessee has accepted the scheme of the Lessee to construct/develop the Said Larger Project in phases and to construct on other portions of the Larger Property and hence the Transferee/Sub Lessee has no objection to the continuance of construction, 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/constructional activity.

11.1.13 **No Right in Other Areas:** The Transferee/Sub Lessee shall not have any right in the other portions of the Larger Property and the Transferee shall not raise any dispute or make any claim with regard to the Lessee either constructing or not constructing on the said other portions of Project Property.

11.1.14 **Hoardings:** The Developer shall be entitled to put hoarding/boards of their Brand Name ,in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Developer may in its sole discretion deem fit on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Developer shall also be entitled to place, select, decide hoarding/board sites.

SCHEDULE 'C'
(Common Expenses)

Execution and Delivery

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

Authorized Signatory [Transferor/Lessee]

Authorized Signatory [Transferee/Sub Lessee]

WITNESSES

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 Commercial Unit And Appurtenances described in **Schedule** ---above.

Witnesses:

Signature_____

Signature_____

Name :

Name :