

**Format Agreement for Sale may undergo changes as per the case specific
basis at the time of execution**

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____, _____,

AMONGST

1. **Development Corporation Private Limited [PAN AABCD0747K]**, a company incorporated under the Companies Act 1956, and within the meaning of the Companies Act 2013 having its Registered Office at Village Khastheka, Bishnupur, Patharberia, Jaychandrapur, Post Office Bishnupur, Police Station Bishnupur, PIN-743503, South 24 Parganas and Corporate Office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata-700020.
2. **Woodland Complex Private Limited [PAN AAACW2389K]**, a company incorporated under the Companies Act, 1956 and within the meaning of the Companies Act 2013 having its Registered Office at Village Khastheka, Bishnupur, Patharberia, Jaychandrapur, Post Office Bishnupur, Police Station Bishnupur, PIN-743503, South 24 Parganas and Corporate Office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata-700020.

Both serial number 1 and 2 above are hereinafter jointly referred to as the "**Owners**" and are being represented by their constituted Attorney **Eden Realty Ventures Private Limited**, represented by its Authorized Signatory,, _____ (PAN _____), son/daughter/wife of _____, by faith _____, by nationality Indian, occupation _____, working for gain at 7, Jawaharlal Nehru Road, Post Office – Dharamtala, Police Station – New Market, Kolkata-700013, being Party of the **FIRST PART**.

3. **Eden Realty Ventures Private Limited [PAN AAACL9697H]**, a Company incorporated under the Companies Act, 1956 having its registered and Corporate office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Post Office Dharmatala, Police Station New Market, Kolkata-700013, represented by its Authorized Signatory, _____ (PAN _____), son/daughter/wife of _____, by faith _____, by nationality Indian, occupation _____, working for gain at 7, Jawaharlal Nehru Road, Post Office – Dharamtala, Police Station – New Market, Kolkata-700013, hereinafter referred to as the "**Developer**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his/her/their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest), being Party of the **SECOND PART**.

Serial numbers 1, 2 and 3 above, are collectively known as “**Promoter**”

AND

[If the Allottee is a company]

4. _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives,

executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

Serial number 4 hereinafter jointly referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns), being Party of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as “Parties” and individually as a “Party”.

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

WHEREAS:

- A. Owners:** Development Corporation Private Limited and Woodland Complex Private Limited the “Owners” herein, are the recorded owners in respect of **All That** piece and parcel of plots of land measuring an area of **445.57 (four hundred and forty five point five seven) Decimal**, be the same a little more or less, together with buildings and other structures whatsoever lying erected and/or built and lying at and comprised in C.S./R.S. *Dag* Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding to L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza* Bhasa, J.L. No. 20, recorded under L.R. *Khatian* Nos. 1466 and 1467, Police Station Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, District South 24 Parganas, West Bengal, hereinafter referred to as “**Deed Property**” morefully described in **Schedule ‘A’**.
- B. Joint Development Agreement:** The Owners have approached the Developer herein to develop their Property and both the Owners and Developer have entered into a Joint Development Agreement dated 7th May, 2018, registered at the Office of the District Sub Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2018, at Pages 96100 to 96161, being No. 160402842 for the year 2018, with the intention to jointly develop and commercially exploit the Property as “**Promoter**”, in phase wise manner by constructing residential complex comprising of multistoried buildings, apartments/flats, parking spaces and Commercial Units/Shops etc. capable of being held and enjoyed independently, on the agreed terms and conditions.
- C. Larger Property:** On being approached by the Promoter for sanction of plans for constructing residential complex comprising of multistoried buildings, apartments/flats, parking spaces and Commercial Units/Shops, the

concerned **Competent Authority, Zila Parishad South 24 Parganas** has sanctioned the plans as per Clause F on the land admeasuring an area of 16655.22 (sixteen thousand six hundred and fifty five point two two), square meters, be the same a little more or less, equivalent to 411.597 (four hundred and eleven point five nine seven) decimal, be the same a little more or less, comprised in C.S./R.S. *Dag* Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding to L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza* Bhasa, J.L. No. 20, recorded under L.R. *Khatian* Nos. 1466 and 1467, Police Station Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, District South 24 Parganas, West Bengal hereinafter referred to as the "**Larger Property**" being the physical measurement found out of the Property, morefully described in **Part-1** of the **Schedule 'A'** hereunder and the complex to be developed on the Larger Property shall hereinafter be known and referred to as "**Solaris Joka**" (**Said Project**), comprising of the following:

- (1) **Solaris Joka Phase 1:** The Promoter in accordance with the Joint Development Agreement is undertaking the development of the Said Project and is commercially exploiting the same in a phase-wise manner and therefore has earmarked **All That** piece and parcel of plots of land admeasuring an area of 5260.91 (Five thousand Two hundred Sixty point Nine One) square meters, be the same a little more or less, for residential purpose equivalent to 130 (one hundred and thirty) decimals be the same a little more or less comprised in LR *Dag* nos. 494, 495, 513, 514, 515, 516 and 517 out of the Larger Property (**Phase 1 Land**) by constructing two multistoried towers (Towers A & B) sub-divided into zones consisting of residential and parking spaces, on the Phase 1 Land, capable of being held and enjoyed independently, as per the necessary sanction being granted by the concerned authority.
- (2) **Solaris Joka Phase 2:** The Promoter in accordance with the Joint Development Agreement has further earmarked **All That** piece and parcel of plots of land admeasuring an area of 11395.82 (eleven thousand three hundred ninety five point eight two) square meters, be the same a little more or less, for residential purpose, equivalent to 281.597 (two hundred eighty one point five nine seven) decimal, be the same a little more or less comprised in L.R *Dag* nos. 483, 485, 499, 484, 489, 490, 491, 492, 493, 497, 498 and 727, which is a demarcated portion of the **Larger Property (Phase 2 Land)** for the purpose of constructing 3 nos. of towers (Towers C, D & E) sub-divided into zones consisting of residential and commercial spaces on the Phase 2 Land morefully described in **Part-1A of Schedule A** presently consisting of about 613 (six hundred thirteen) residential apartments/flats, 467 (Four Hundred and Sixty Seven) Open/Covered Parking Spaces, and commercial space capable of being held and enjoyed independently, on the agreed terms and conditions in the project, name and styled as "**Solaris Joka Phase 2**" on the said Phase 2 Land.
- (3) **Future Property:** The Promoter may also acquire contiguous land to the Larger Property in future and shall at their discretion be entitled

to commercially exploit the Future Property to construct multistoried towers consisting of residential and commercial spaces and parking spaces in single or multiple phases, capable of being held and enjoyed independently, on the agreed terms and conditions, in full or in part, as per the necessary sanction being granted by the concerned authority to be named as the promoter may deem fit and proper.

- D. Competent to enter into this Agreement:** The Promoter is competent to enter into this agreement and is entitled to develop in phase wise manner the **Said Project** on the **Larger Property** and all legal formalities with respect to the right, title and interest of the Promoter regarding the Phase 2 Land on which the Said Complex is to be constructed, have been completed.
- E. Commencement Date:** The Zila Parishad South 24 Parganas has granted the commencement certificates to undertake and carry out the Phase wise development of the Said Project, the commencement dates being **20/11/2018** for **Solaris Joka Phase 1** and **14/07/2021** for **Solaris Joka Phase 2**
- F. Approvals:** With the intention of developing and commercially exploiting the "**Larger Property**" by constructing in a phase wise manner the **Said Project** thereon and selling/transferring various apartments/flats/spaces/units/shops and Parking Spaces therein, the Promoter has obtained layout plans, building plans bearing No. 558/668/KMDA dated 06.08.2018 further revalidated/revised as No. 558/668/Rev/KMDA dated 01.04.2019 & presently revalidated/revised as **631/761/KMDA** dated **07.07.2021** (**'Sanctioned Plan'**), specifications and approvals for the Said Complex (including the Said Apartment, Said Parking Space and Commercial units / shops) duly sanctioned by the Competent Authority i.e. **Zila Parishad, South 24 Parganas** for construction of the Said Complex, which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Zila Parishad, South 24 Parganas and other concerned authorities. The Promoter agrees and undertakes that it shall not make changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. WB RERA Registration:** The Promoter has registered the Solaris Joka Phase 1 as a "Real Estate Project" with West Bengal Housing Industry Regulatory Authority at Kolkata under the Provisions of the Act, Rules and regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. **HIRA/P/SOU/2019/000432**. The Promoter shall register/has registered the Solaris Joka Phase 2 as another 'Real Estate Project' with the concerned Real Estate Regulatory Authority ("**WBRERA**") under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time/ with latest registration No.....
- H. Apartment/Flat:** The Allottee has applied for a Flat in the Said Complex vide application no. _____ dated _____ and has been allotted

_____ -**Type Residential Apartment No.** _____, on the _____ **Floor** in **Zone-**_____ of **Tower-**_____, in Solaris Joka Phase ___, having carpet area of _____ (_____) **square feet**, more or less, corresponding to covered area of _____ (_____) **square feet**, more or less, more particularly described in **Part-2 of Schedule 'A'** below (**Said Apartment**) and the layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Schedule B** and the Promoter has allotted the Said Apartment in favour of the Allottee vide a Provisional Allotment Letter dated _____ together with

Said Parking Space: The Promoter is offering to the allottees the parking spaces which have been sanctioned by the Competent Authority, Zila Parishad South 24 Parganas. The right to park medium sized car or standard sized two-wheeler which may be covered or open. The Parking Space may further be at any place designated for parking of medium sized car or standard sized two-wheeler in the the ground floor/ basement/ Mechanical Parking System in any phase of the Said Complex and may be at any level in case of mechanical parking spaces), and the same may be independent i.e. having direct access from driveway or dependent i.e. not having direct access from driveway. The quantity, type and variant of Said Parking Space, if applied for by the Allottee, is more particularly described in **Part 3 of Schedule A** herein which shall be allotted as per terms provided agreed hereunder. The expression 'Parking Space' wherever used in this Agreement, unless the context requires otherwise, be deemed to mean the 'Said Parking Space' and both the terms shall be corollary and co-existent with/to each other.

- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.** Additional Disclosures/Details by the Promoter to the Allottee:
- (1) The Solaris Joka Phase 1 and Solaris Joka Phase 2 land or the Future Property, if any, as the Promoter may from time to time decide, shall be connected by common entry/exit gates with network of driveways and pathways and there shall also be certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Phases of the Complex. The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time owing to new/revised requirements of applicable laws and the Allottee hereby gives his/her/their irrevocable consent to the Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee in this regard.
 - (2) The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 by the allottees of the apartments in the Complex and the Allottee hereby agrees to become a member of such existing Association for the Complex as and

when asked by the Promoter and the same without any demur or delay. However, in case the Association has not been formed then the Allottee shall sign, execute and register all documents required within the stipulated times for formation of the Association and for its running and administration. The Allottee shall be required to pay to the Promoter as and when demanded the proportionate costs of formation and operationalization of the Association without any demur and/or delay.

- (3) The Allottee is aware and accepts that the pictorial representation of the Towers, Complex, layouts and etc as per the pictures, images, layouts or videos uploaded on the internet or in the brochure or elsewhere are just an artistic impression as visualized by artist/creator. The Allottee hereby understands confirms and accepts the same and undertakes that the non-availability of any view of or from the Apartment and/or Complex shall not be a ground for any cancellation of this agreement or any claim whatsoever or howsoever against the Promoter on such account.
- (4) For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each allottee shall be allotted, parking facility of the type applied by him/her/them in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
- (5) The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution/construction of the Complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- (6) The Allottee understands that the floor level of the area accommodating parking spaces shall be lower than the plinth level of the tower in order to accommodate Mechanical Parking System or other spaces and the Allottee shall never raise any objection and/or claims towards the same.
 - i. The Mechanical Parking System shall be managed, maintained and up-kept at the costs and expenses of the respective allottee of the Mechanical Parking System.
 - ii. The Mechanical Parking System shall be managed, maintained and up-

kept by the Promoter/ Facility Manager until the formation of Association of Apartment Owners to manage, maintain, repair, renew or take AMC and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Allottees who take parking facility in the Mechanical Parking System proportionately and the same shall so long is maintained by the Promoter/ Facility Manager be paid by them to the Promoter/ Facility Manager separately against bills raised by the Promoter/ Facility Manager for the same. Any use of the Mechanical Parking System by the Allottee shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter / Facility Manager shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter/ Facility Manager fully indemnified in respect thereof.

- iii. The Allottee of the Mechanical Parking System, shall without default be required to bear and pay the proportionate share of all fees, costs, charges, taxes and expenses for managing maintaining, up-keeping, insurance, AMC, running and operation of the Mechanical Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.
- iv. Furthermore, the maintenance charges and proportionate Common Expenses relating to Mechanical Parking System shall be paid by the Allottee irrespective of whether or not the Allottee uses the Mechanical Parking System allotted to him by the Promoter and any non-user or non-requirement in respect of parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges relating to Mechanical Parking system.
- v. The Allottee shall abide by, observe, fulfill and perform all rules and regulations applicable to the user of the Mechanical Parking System. The Allottee accepts and acknowledges that any use of the Mechanical Parking System shall be subject to force majeure and subject to interruptions and inconvenience due to force majeure or mechanical faults, malfunctions etc., for which the Allottee shall not hold the Promoter/Facility Manager liable or responsible in any manner.
- vi. The Allottee hereby agrees and undertakes that in case of his failure and/or defaults to pay his/her/their proportionate share of common expenses and/or maintenance charges relating to Mechanical Parking system such defaults shall be deemed as the default in payment of monthly maintenance charges for the said Apartment and he/she/they

shall not be allowed to use Mechanical.

vii. Parking system allotted and also the "other consequences for non-payment of maintenance charges as per this agreement shall follow.

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and give right-to-use and the Allottee hereby agrees to purchase in respect of the Apartment and the Said Parking Space respectively, if any, as applied for by the Allottee.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment as specified in **Clause H** and more fully described in **Part-2** of **Schedule A** and Said Parking Space, if any.

1.2 Total Price (excluding Goods & Service Tax) for the Apartment based on the carpet area amounts to **Rs.** _____/- (Rupees _____) (Total Price). The breakup of the Total Price and other amounts and applicable Taxes is as follows:.

	Tower – __ (____)	Rate of Apartment per square feet (as per Sl. No. 2 of Part-I of Schedule C).
	Apartment No. ____	Rs.
	Type – __	
	Floor - ____	

	Parking for 2 Wheeler (If any)	
	1 st Parking for 4 Wheeler (If any)	
	2 nd Parking for 4 Wheeler (If any)	
a)	Total Price (in rupees) without Taxes ("Said Apartment and Parking space ")	Rs.
b)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates,
c)	Other Costs (as per Clause-___ and subject to variation as per clause ___)	Rs. ____/-
d)	Deposits (as per Clause- _ and subject to variation as per clause _)	Rs. ____/-
e)	Taxes (The Goods and Service Tax and any other applicable tax on the Other Costs and Deposits (if any) shall be payable by the Allottee as per prevalent rates)	As per prescribed rates,
f)	Total Price and Taxes and Other Costs and Deposits	Rs. ____/-

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment and the Said Parking Space, if any;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Said Flat and Said Parking Space to the Allottee and/or date of sale deed in favour of the Allottee or up to the date of handing over the possession to the competent authority, as the case may be, after obtaining completion certificate

Provided that in case there is any increase/addition in the taxes, the

subsequent amount payable by the Allottee to the Promoter shall be changed / modified based on such change / modification.

- (iii) The Promoter shall periodically intimate or demand in writing to the Allottee, the amount payable as stated above as per the construction activity of the respective Zones in the respective Towers at its discretion and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price shall mean and include the Total Price (Apartment), Total Price (Parking Space)(if any as applied for by the Allottee) and Total Extra Charges in relation to the Said Apartment and it also includes recovery of price of land, construction of not only the Said Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Said Complex. It is clarified that Total Price (Apartment) and Total Price (Parking Space) shall also mean and include Total Price (Apartment and Parking Space).
 - (v) The Allottee is fully aware and is satisfied with the basis of calculation, the amount of GST and other taxes calculated and forming part of the Total Price as per the applicable tax rates and has agreed to pay accordingly.
 - (vi) The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other taxes/charges, which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ taxes/charges imposed by the competent authorities, the Promoter shall enclose the Said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee shall make the payment as per the payment plan set out in **Part 4 of Schedule C ("Payment Plan")** hereunder. The Allottee has opted for the payment plan as indicated in the Application form. The Allottee agrees and accepts that the Promoter may permit for any change in the Payment Plan, on the written application of the Allottee, at the sole and absolute discretion of the Promoter and the same with such conditions as it may deem fit including the payment of additional amount of **Rs. _____/-** (Rupees -----) including GST to the Promoter.

- 1.5 The Allottee shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Apartment and Parking Space (if any) and demand for payment raised by the Promoter for the payment as per the Payment Schedule described in **Part 4 of Schedule "C"** of this Agreement, within 15 (fifteen) days of presentation of demand or bill on account therefore, failing which the Allottee shall without prejudice to the other rights of the Promoter, pay interest at the rate prescribed in Section 19 of the Act, calculated from the date on which the amount would fall due upto the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Allottee also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) consecutive months, all common services to the Said Apartment of the Allottee shall be discontinued and/or the Allottee also be debarred from the benefits of the common facilities.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Allottee has also perused the sanctioned plans, layout plans and specifications of the Said Complex including the Common Areas.
- 1.8 The Promoter, by furnishing details of the changes, if any, in the carpet area, shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Said Complex is complete and the occupancy certificate or such other certificate, by whatever name called is issued by the competent authority. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the Apartment allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part 4** of Schedule **C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.9 Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive title to the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee

shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Complex and/or the Said Project;
- (iv) The Allottee has the right to visit the Said Complex site to assess the extent of development of the Said Complex and his/her/their Apartment.

1.10 It is clarified by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that except as provided herein the Said Project is an independent, self-contained project covering the Larger Property consisting of 2 phases being Solaris Joka Phase 1 and Solaris Joka Phase 2 and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee or as provided herein. It is again clarified that except as herein already provided and agreed by the Allottee, the Said Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Said Project.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment and Said Parking Space, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Complex). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment and Said Parking Space, if any, to the Allottee, the Promoter agrees to be liable, even after the sale of the same, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of **Rs.** _____/- (Rupees _____) only being part payment towards the Total Price,

the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price as per the **Payment Plan (Part 4 of Schedule C)** and as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, they shall be liable to pay interest at the rate prescribed in the Rules.

- 1.13 The Allottee accepts and confirms that (1) the Land Share and the Share in Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Complex (2) if the area of the Said Complex is recomputed by the Promoter or by the Promoter integrating/adding (notionally or actually) other lands to the Said Land (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Areas and (4) the Land Share and the Share in Common Areas shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
- 1.14 The Allottee admits and accepts that the Allottee and other Project Co-Owners (defined in clause 44 hereunder) shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association to the Promoter as and when demanded and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications, Power of Attorney and all other papers, declarations and documents as may be required. The Allottee hereby irrevocably authorizes and empowers the Promoter to take appropriate steps on behalf of the Allottee for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each Project Co-Owner shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of his/her/their Apartment.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer only on behalf of the Promoter and the same within the stipulated time as mentioned in the Payment Plan in Part 4 of Schedule 'C' for Said Apartment and for Said Parking Space (if any, as applied for by the Allottee) hereunder and the same through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Developer payable at Kolkata. Notwithstanding anything contained in this Agreement, The Developer (Eden Realty Ventures Private Limited) alone on behalf of the Promoter shall be entitled to raise demand notices and receive all amounts from the Allottee and the Developer shall

subsequently distribute the Sale proceeds among the Promoters as per their own discretion.

- 2.2 The Promoter shall be entitled to secure the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 2.3 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 2.4 **Timely payment** of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the **essence of the contract**. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at **Clause 30 (Notices)** hereunder shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter and/or the under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the Said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAW RELATING TO REMITTANCE:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable

the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in **Clause 3.1** above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment, remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments which shall be made by him/her/ them under any head(s) of dues against lawful outstanding of the Allottee against the Said Apartment, Said Parking Space, if any and Extra Charges if any, in his/her/their name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Said Complex phase wise as disclosed at the time of registrations of phases of the Said Complex with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottee or the competent authority, as the case may be.

The Allottee shall timely pay all the amounts payable by the Allottee under this Agreement as per Clause 2.4 (including the Total Price), which is the **essence of this contract.**

6. CONSTRUCTION OF THE SAID COMPLEX / SAID APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as per Schedule D and E hereunder, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Complex

in accordance with the Said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such competent authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement. The Allottee hereby agree and understand that the Towers in the Said Complex may be further be sub-divided into zones as per the sole discretion of the promoter and the construction shall be carried out accordingly.

Roof: The ultimate roof of the Said Complex shall mean the roof which will be for the common use of all the allottees of the Said Complex. The Promoter has planned for an elevated Grid Tied Rooftop Solar Panel Installation, which will provide shaded area and may be used for community activities. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name/logo/brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the Said Complex at its sole discretion.

7. POSSESSION OF THE SAID APARTMENT:

- 7.1 Schedule for possession of the Said Apartment- The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas [subject to **Clause 34**] to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the respective phases of the Said Complex in place on or before _____, _____ except the operational SAC as provided herein, unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, complete or partial lockdown, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("**Force Majeure**"). If, however, the completion of the Said Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (after deduction of any statutory charges payable to any authority for the time being in force) within 45 (Forty Five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees

that he/she/they shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been agreed and accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the completion certificate for the Said Complex. The Promoter shall hand over copy of the occupancy certificate of the Said Apartment, to the Allottee at the time of handover of the same.
- 7.3 Failure of Allottee to take Possession of Said Apartment- Upon receiving a written intimation from the Promoter (**Notice of Possession**) as per Clause 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails or neglects to take possession of his/her/their Flat as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds that the Allottee(s) fails to pay the entire payment or any portion of its as per the Payment Plan stated in Schedule C of this Agreement within the time provided in Clause 7.2, such Allottee shall be liable to pay to the Promoter **guarding charges** inclusive of GST (@ _____) and the maintenance charges only per month on and from the deemed date of possession till the date when the physical possession is taken over by the Allottee. The Allottee shall also pay the charges for maintenance and management of Common-Areas and facilities and applicable municipal rates & Taxes commencing from the Deemed Date of Possession in addition to the Guarding Charges, if any.
- 7.4 Possession by the Allottee - After obtaining the Tower wise occupancy certificate of the respective Phases and handing over physical possession of the apartments to the allottees, upon completion of the Said Complex it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws;
- 7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/ withdraw

their allotment in the Said Complex as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Said Complex without any fault of the Promoter or for any reason whatsoever, the Promoter herein shall be entitled to forfeit the Booking Amount (Said Apartment and Said Parking Space) paid for the provisional allotment and applicable taxes alongwith any interest liabilities of the Allottee to the Promoter. After forfeiting the amounts as aforesaid the balance amount, if any, of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

In case the Allotment of Flat, commercial units, and/or Parking space is made under any particular scheme/s or offer or the Allottee has availed the benefits of any offer/scheme related to the Project/ Complex, the Allottee hereby accepts and agrees that in the event of cancellation/opting out of the allotment for any reason whatsoever, the residential apartments, commercial units/shops and parking spaces (if any) provisionally allotted to such Allottee shall immediately stand released/withdrawn for further re-allotment by the Promoter, without any further reference to such Allottee and thereupon, the benefits received or to be received under any offer/ scheme shall stand withdrawn and the general terms of cancellation (as may be applicable) shall apply and the allottee shall also become liable to pay to the Promoter any amount which may have been incurred by the Promoter in regard to any offer or scheme availed by the Allottee.

- 7.6 Compensation - The Promoter may compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Complex is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his/her/their business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Said Complex without prejudice to any other remedy available, to return the total amount received by them in respect of the Said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due;

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter have absolute, clear and marketable title with respect to the Larger Property; the requisite rights to carry out development upon the Larger Property and absolute, actual, physical and legal possession of the Larger Property Land for the Said Complex;

- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Complex;
- (iii) There are no encumbrances upon the Larger Property or the Said Complex;
- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Said Complex in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Complex, Larger Property and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex, Larger Property, Said Apartment and Common Areas;
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land including the Said Complex and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (xi) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Complex to the competent Authorities till the completion certificate has been issued and possession of Said Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be in accordance with the terms

and conditions of this Agreement;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the Said Land and/or the Said Complex.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete Phases of the Said Complex within the stipulated time disclosed at the time of their respective registration with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter' business as a developer on account of suspension or revocation of its/his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Said Complex or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan provided in **Schedule C** annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount (Apartment and Parking Space, if any) (which shall be a minimum of 10% of the Total Price) paid for the allotment and the interest, taxes, stamp duty, registration fees (if any), charges and other liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated;

The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

It is further clarified that on and from the date of refund of the amount as mentioned in clause 9.2 and 9.3 above as the case may be this agreement shall stand cancelled automatically without any further reference or act from the Allottee and the Allottee shall have no right, title and/or interest on the Said Apartment, Said Parking Space (if any), Said Project/Said Complex and/or the Larger Property or any part or portion thereof and the Allottee shall further not be entitled to claim any charge on the Said Apartment and/or any part thereof in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the Allottee shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances at its discretion as it may deem fit and proper.

Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal Fees/Charges, Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.3.3 For avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian Postal Authority or due to change in address of the Allottee (save as provided in this agreement) or loss in transit.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of the Total Price and all other sums due under this Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Said Apartment and Said Parking Space (if any) together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in the absence of local law, the Conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate in respect of the Tower in which the Said Apartment is situated. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

- 10.1 **Nomination by Allottee with Consent:** The Allottee may only after a period of _____ months from the date of execution of this agreement and/or before execution and registration of Conveyance deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate or assign the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (five percent) of the Market price in respect of the Said Apartment and Said Parking Space (if any) and appurtenances as may be prevailing at that time (to be determined by the Promoter) plus the amount of applicable taxes as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoter and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the additional stamp duty and additional registration expenses, if any shall be borne by the Allottee and/or the Allottee's nominee.
- 10.2 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate and assign the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.

- 10.3 **Additional Legal Fee:** The Allottee shall pay an additional legal fee of **Rs. _____/-** (Rupees _____) including GST to the Promoter towards the aforesaid tripartite agreement.

11. MAINTENANCE OF THE APARTMENTS / SAID COMPLEX:

The Promoter shall be responsible to provide and maintain essential services in the Said Complex till the taking over of the maintenance of the Said Complex by the association of allottees upon the issuance of the completion certificate of the Said Complex. The Allottee shall pay to the Promoter the maintenance charges in advance for 24 months amounting to **Rs. _____/- (Rupees _____)** only inclusive of GST as provided in **Part 3 of Schedule C** which shall be used for the purpose of defraying monthly maintenance charges in respect of the Said Apartment for a period of 24 months commencing from the date of possession or deemed date of possession of the Said Apartment as the case may be. The Allottee shall be required to pay month by month and every month the maintenance charges as may be fixed by the Promoter/ Association for and on account of maintenance of the Said Complex, and the same after the expiry of aforesaid period of 24 months. However, in case the aforesaid amount gets exhausted before the aforesaid period of 24 months due to increase in monthly maintenance charges then the Promoter shall be entitled to demand from the Allottees the deficit amount of maintenance charges and the Allottee shall be required to pay the same without any demur and/or delay.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge.

- 12.1 **Decision of Architect Final:** If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects. If directed by the Architect, the Promoter shall at its own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the Deemed Possession as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

12.2 **Default and/or negligence of the Allottee:** 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 Allottee and/or any other Allottee in the Said 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 Allottee and/or any other Allottee/person in the Said Apartment or in the Said Project. The Allottee is/are aware that the Said Block 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/Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate cessation of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Allottee and/or the association of Allottee shall have no claim(s) of any nature whatsoever against the Promoter in this regard.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and Parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Said Project shall be earmarked for purposes such as Parking Spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Parking Spaces and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- 1) The Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Project is not in any way damaged or jeopardized.
- 2) The Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the facade of the Said Project or anywhere on the exterior of the Said Project or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever or carry out any change in the exterior elevation or design including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Block and pathways of the Said Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
- 3) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 4) The Allottee shall co-operate in the management and maintenance of the Said Complex/Said Project and the Said Complex/Said Project including the common portions and facilities thereat by the Promoter/the Facility Manager/the Association.
- 5) The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Facility Manager/the Association for the beneficial common use and enjoyment of the Common Areas at the Said Complex/Said Project.
- 6) The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Apartment and Appurtenances and the Common Areas, from the Date of Possession.
- 7) The Allottee shall 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 Project Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Said Complex/Said Project save in the manner as be indicated by the Promoter/the Facility Manager/the Association.

- 8) The Allottee shall use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee 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.
- 9) The Allottee shall not sub-divide the Said Apartment, the Parking Space And Appurtenances and the Common Areas, under any circumstances.
- 10) The Allottee shall not change/alter/modify the names of the Said Complex or the Said Project from that mentioned in this Agreement.
- 11) The Allottee shall not use or permit to be used the Said Apartment or the Common Areas or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Said Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Project. The Said Apartment and Parking Space, if any, shall always be treated as a Single Unit and shall not be transferred separately.
- 12) The Allottee shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 13) The Allottee shall 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.
- 14) The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association for use of the Common Areas.
- 15) The Allottee shall 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 therefore.
- 16) The Allottee shall 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 and the Common Areas.

- 17) The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Areas or outside walls of the Said Apartment/ Said Project save at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- 18) The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 19) **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Complex and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 20) **Housing Loan by Allottee :** In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the Total Price or any portion of it, envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES:

The Allottee is entering into this Agreement for the allotment of the Said Apartment and Said Parking Space (if any) with the full knowledge of all laws, rules, regulations, notifications applicable to the project. That the Allottee hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they have taken over for occupation and use of the Said Apartment and Parking Spaces (if any), all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Apartment and Parking Spaces (if any) at his/her/their own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Complex after the layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided herein.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said Apartment except as provided herein. Any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Said Apartment.

The Allottee hereby agrees and acknowledges that the Promoter shall be entitled to create, of its own and without any further action or consent, mortgage or charge or encumbrances over the Larger Property and the Said Project for the purposes of obtaining lending/ financing/ guarantees or for anything pertaining to development/construction of the Project from any Bank and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required for carrying out and completing the Complex. The Promoter is hereby authorized to execute and register all documents/ agreements/ letters/ undertakings that may be required for any such lending/ financing or mortgages/ charges/ encumbrance including giving any undertaking and/or no objection for and on behalf of the Allottee including submitting the original title deeds with respect to the Larger Property with the lenders for that purpose. The Promoter shall keep the Allottee as also the said Larger Property absolutely indemnified and harmless against repayment of the loans and advances including interest of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs).

20. WEST BENGAL APARTMENT OWNERSHIP ACT:

The Promoter have assured the Allottee that the Said Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for execution and registration of the same before the concerned Sub-Registrar/ Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to appear before the Sub-Registrar/

Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee to the Promoter as per the **Schedule C** only shall be returned to the Allottee, without any interest or compensation whatsoever, after deducting the Booking Amount of Said Apartment and Said Parking Space (if any) and applicable taxes alongwith any interest liabilities of the Allottee to the Promoter.

22. ENTIRE AGREEMENT:

It is agreed between the Parties that this Agreement is being entered into by taking into consideration the carpet area of the Said Apartment and supersedes any and all understandings, any other agreements, Provisional allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment/ Larger Property, as the case may be. It is further agreed between the parties that this Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment and the Said Complex/Said Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Said Apartment, in case of a conveyance, as the said obligations go along with the Said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as provided under Schedule C including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or

unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rule and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee agrees and confirms to make any payment, in common with other allottee(s) in Said Complex, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Complex.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the concerned Sub-Registrar/ Registrar.

30. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee : _____
Address: _____, Post Office _____, Police Station _____, PIN – _____, District _____

Promoter : **M/s. Eden Realty Ventures Pvt. Ltd.**
7, Jawaharlal Nehru Road, Post Office Dharamtala, Police Station New Market, Kolkata-700013

It shall be the duty of the Allottee and the Promoter to inform each other of

any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEE:

That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

- 34. Completion date:** The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Said Complex to the Association of Allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over the possession of the Said Apartment along with ready and complete common Area of the Real estate Project (as specified in Schedule "E" below) with all specifications (as provided in Schedule "D" below) in place on **31st December, 2027** in respect of Tower C or Tower D or Tower E of Solaris Joka Phase 2 ("**Completion Date**").

The Completion Date has been accepted by the Allottees. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her/its/their payment obligations, having clearly agreed and understood that the payment obligations of the Allottees is linked inter alia to the progress of construction and the same is not a time linked plan.

- 35. Commercial Units/Shops:** The Promoter, at its discretion, may or may not construct several units/shops for commercial use in the Said Project and for transferring the same to the intending allottees at such price and on such terms and conditions which the Promoter may deem fit and proper. The allottees of the commercial units shall be entitled to enjoy the facilities

and conveniences of the Said Complex including the Common Areas as may be decided by the Promoter at its sole discretion. The Allottee hereby agrees and accepts the same unconditionally and shall not, under any circumstances, raise any objection or hindrance thereto.

- 36. Said Scheme:** The Promoter has formulated a scheme for sale/transfer of the residential apartments, commercial units/shops and parking spaces (**Said Scheme**). The Said Scheme is based on the legal premise that **(1)** the Promoter has got legal title to the 'Larger Property', **(2)** such sale/transfer of residential apartments, commercial Units/Shops and parking spaces by the Promoter to the Allottee shall be subject to the Allottee paying to the Promoter the agreed Total Price on account therefore as provided hereinafter, which includes the Extra Charges, **(3)** to give perfect title to the Allottee, the Promoter shall enter into an agreement with the Allottee where under the Promoter shall agree to convey its right in respect of the Said Apartment and Said Parking Spaces and Commercial Units/Shops to the Allottee and **(4)** the agreed Total Price which includes the Extra Charges shall be payable by the Allottee entirely to the Promoter.
- 37. Mechanical Parking System:** It shall mean the Mechanical Parking System at the Said Complex for parking of medium sized car or standard sized two-wheeler and includes all equipment, appliances, accessories thereof and electricity and other connections thereto;
- (1) The Allottee understands that the allotment of Mechanical Parking shall be strictly in accordance with the terms of usage as provided herein or any other terms as may be laid down by the Promoter in this regard.
 - (2) The Mechanical Parking System shall be managed, maintained and up-kept at the costs and expenses of the Allottee taking parking facility at the Mechanical Parking System.
 - (3) The Mechanical Parking System shall be managed, maintained and up-kept by the Promoter/ Facility Manager until the formation of Association of Apartment Owners to manage, maintain, repair, renew or take AMC and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Allottees who take parking facility in the Mechanical Parking System proportionately and the same shall so long is maintained by the Promoter/ Facility Manager be paid by them to the Promoter/ Facility Manager separately against bills raised by the Promoter/ Facility Manager for the same. Any use of the Mechanical Parking System by the Allottee shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter / Facility Manager shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter/ Facility Manager fully indemnified in respect thereof.

- (4) In case the Allottee taking parking facility in the Mechanical Parking System, he shall be without default required to bear and pay the proportionate share of all fees, costs, charges, taxes and expenses for managing, maintaining, up-keeping, insurance, AMC, running and operation of the Mechanical Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.
- (5) Furthermore, the maintenance charges and proportionate Common Expenses relating to Mechanical Parking System shall be paid by the Allottee irrespective of whether or not the Allottee uses the Mechanical Parking System allotted to him by the Promoter and any non-user or non-requirement in respect of parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charges relating to Mechanical Parking system.
- (6) The Allottee shall abide by, observe, fulfill and perform all rules and regulations applicable to the user of the Mechanical Parking System. The Allottee accepts and acknowledges that any use of the Mechanical Parking System shall be subject to force majeure and subject to interruptions and inconvenience due to force majeure or mechanical faults, malfunctions etc., for which the Allottee shall not hold the Promoter/Facility Manager liable or responsible in any manner.
- (7) The Allottee hereby agrees and undertakes that in case of his failure to pay the proportionate share of common expenses and/or maintenance charges relating to Mechanical Parking system he shall not be allowed to use Mechanical Parking system allotted to him.

38. Allotment Terms of Said Parking Space (if any, as applied for by the Allottee):

The Allottee hereby agrees and confirms that:

- (1) The Allottee shall be eligible for allotment and allocation of the Said Parking Space only upon full and final payment of all sums due by the Allottee in terms of this agreement including but not limited to the amount provided as Total Price for the Said Parking Spaces and the Allottee further abiding by all the obligations as provided in this agreement;
- (2) The allotment of the Said Parking Spaces shall be done by the Promoter in favour of the allottees of the residential portion of the Said Complex, allottees of the commercial portion of the Said Complex and/or to any third party/person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper and the Allottee shall not raise any objection to the same;

- (3) The allocation of the Said Parking Spaces will be made through a process of lottery post the completion of the Said Complex or at any time the Promoter may at its sole discretion deem fit and proper and the location of the Said Parking Space shall accordingly be intimated to the respective allottee upon completion of the Lottery process. The location of the unsold parking spaces shall be identified/demarcated and the same shall be retained by the Promoter for disposal of the same as per the terms and conditions provided herein. Further, the Promoter, at its sole discretion, may decide to allot preferential parking spaces without recourse to lottery for the allottees whose allotment are not on the basis of E-lottery and in such event, the lottery for deciding the location of the parking space shall be conducted only amongst the parking spaces not forming part of preferential parking spaces. The Allottee understands and accepts that in case the Allottee has applied and opted for Parking Facility the parking space may either be at the ground level of the Said Complex or at the multilevel Mechanical Parking in the Said Complex and the Allottee shall not be entitled to raise any objection nor any claim whatsoever or howsoever against the Promoter on account thereof. The process of allotment, with or without lottery shall be such as be decided by the Promoter and the allotment shall be intimated to the concerned allottees and shall be final and binding upon the allottees and the Promoter shall not entertain any kind of change in parking type, allotment or modification, objection or reconsideration of such allotment. It is clarified that the term "Lottery" wherever used in the Agreement shall mean that the Lottery can be a physical Lottery wherein the Allottee may be allowed to be present physically at the venue of the Lottery or it may be an E-lottery wherein the lottery shall be held on a digital/electronic platform and the allottee shall be required to check the results of such lottery on the designated website of the Promoter or the promoter may also allow at its sole discretion the allottee to check the results on real time basis i.e, during the e-lottery ;
- (4) The scheme of Lottery for allocating the Said Parking Spaces shall be formulated and conducted by the Promoter on the terms and conditions as it may deem fit at its sole discretion. The Promoter, if it deems fit and proper may segregate and conduct the process of Lottery for allocating the said parking spaces in type/categorywise/zonewise/towerwise/phasewise manner and the Allottees shall be allowed to participate in the lottery process of their respective zone/tower/phase, if any applied for;
- (5) Scheme of numbering of Said Parking Spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision;
- (6) The Allottee will have the right to park a medium sized car or standard sized two-wheeler, as applicable, in the Said Parking Space;

- (7) The right to park medium sized car or standard sized two-wheeler in the Said Parking Space of the Complex is not being agreed to be transferred on the basis of any Phase of the Complex or fixed area and location, and the decisions of the Promoter in this regard shall be final and binding on the Allottee and that the Parking Space can only be used for parking of a medium sized motor car or standard size two-wheeler vehicle of the Allottee, as applicable, and not for any other purpose. It is hereby clarified that the Allottees of Phase 1 land can be allotted right-to-use parking spaces in Phase 2 and no Allottee shall be entitled to raise any claim and/or objection towards the same;
- (8) The right to park a medium sized car or standard sized two-wheeler in the Said Parking Space would be handed over to the Allottee only after completion of construction of the Said Complex and delivery of possession of the Said Apartment;
- (9) Unsold parking space(s) at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/transfer such unsold parking space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper.

39. Right to use amenities and facilities by allottee of OAPS:

- (1) The promoter has absolute authority to allot the Said Parking Spaces to any third party/person, who is not an allottee of the Said Complex, on the terms and conditions as it deems fit and proper at all times ("**Other Allotted Parking Space**" or "**OAPS**"). The OAPS shall have the right to use the common amenities and facilities at the Said Complex as be attributable and appurtenant to the Said Parking Space/s only. The OAPS shall also have the right of ingress and egress by use of the driveways from the entrance leading to the parking space and also the right to use the following, appurtenant to the Said Parking Space/s, at the Said Complex: -
 - i. Entrance Lobby at the Ground Floor;
 - ii. Common Toilets on the Ground Floor;(Provisions relating to mechanical Parking shall be incorporated herein)
- (2) The right to use the above amenities and facilities shall be available for use in common by all the allottees and/or occupiers of apartments, Said Parking Spaces and Commercial Units/Shops in the Said Complex.
- (3) It is further clarified that the OAPS shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any common area of the Said Complex other than that which has been specifically mentioned herein.

- (4) The OAPS shall be required to join the Association formed for maintenance and upkeep of the Said Complex.
- (5) The OAPS shall pay to the Promoter, as per the demand raised, a Security Deposit amounting to Rs. ___/- (Rupees ___ hundred) along with applicable GST. The Promoter reserves the right to adjust this deposit towards any dues payable by the OAPS on account of maintenance charges or any other dues before handing over the Security Deposit to the Association.
- (6) The OAPS shall also be required to pay, as and when demanded, to the Promoter in advance the monthly maintenance charges for 24 months @ Rs. ___/- (Rupees _____) inclusive of GST for the purpose of defraying the monthly maintenance charges for a period of 24 months commencing from the date of possession or deemed date of possession for the same, as the case may be. The Allottee shall also be required to pay month by month and every month the maintenance charges as may be fixed by the Promoter/Association for and on account of maintenance charges of the Said Complex and the same after the expiry of the aforesaid period of 24 months. However, in case the aforesaid amount gets exhausted before the aforesaid period of 24 months due to increase in the monthly maintenance charges, then the promoter shall be entitled to demand upon the Allottee to pay the deficit amount of maintenance charges and the Allottee shall be required to pay the same without any demur and/or delay.
- (7) The Promoter/ Facility Manager/Association shall be at liberty to increase the said monthly maintenance charges after every 3 (three) years by a maximum of 15% of the existing monthly rate for maintenance and upkeep of the Common Areas and services used by OAPS in the Said Complex. The Allottee hereby agrees and accepts this and shall not raise any objection whatsoever in future regarding the same. The Allottee hereby agrees and accepts the same and shall not raise any objection whatsoever in future regarding the same. However, in case it is required to increase the rate of maintenance charges over and above 15% the same shall be done only after taking prior written consent of majority of OAPS.
- (8) As a member, the OAPS shall have voting rights only in matters related to the usage of Said Parking Space only. Accordingly, the Association shall involve the OAPS and take his/her consent in all matters related to the usage of Said Parking Space and for no other matter.

40. Right of use of Common Areas by allottees of Commercial Units/Shops:

- (1) The allottees of the Commercial Units/Shops (**CSA**), if any shall have the right to use the Common Areas, common amenities and facilities at the Said Complex as be attributable and appurtenant to the Commercial Units/Shops only. The CSA shall also have the following rights at the Said Complex:

- i. Right of ingress and egress from the entrance leading to the Commercial Units/shops.
 - ii. Right to use the Common Areas for maintenance of Water Supply from the Water reservoir/tanks.
 - iii. Right to use the Common Areas for cleaning the manholes and pits for keeping proper Drainage and Sewerage system and also for maintenance of the Electrical meters and PHE ducts.
 - iv. Right to use the Common Areas for usage of Network of Cable TV/DTH.
 - v. Right to use the Common Areas for usage of Fire-fighting system and Refuge platform.
- (2) It is further clarified that the CSA shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any common area of the Said Complex other than that which has been specifically mentioned herein or has been allowed by the Promoter/ Facility Manager.
- (3) The CSA shall be required to join the Association formed for maintenance and upkeep of the Said Complex. They shall be required to pay to the Promoter/Association, the necessary charges for maintenance and upkeep as decided by the Promoter/Association.
- (4) The CSA shall pay to the Promoter, as per the demand raised, a Security Deposit amounting to Rs. ____/- (Rupees _____) along with GST for the Commercial Units/Shops. The Promoter reserves the right to adjust this deposit towards any dues payable by the CSA on account of maintenance charges or any other dues of the Commercial Units/Shops before handing over the Security Deposit to the Association.
- (5) The CSA shall also be required to pay, as and when demanded, to the Promoter in advance the monthly maintenance charges for 24 months @ Rs. ____/- (Rupees _____) inclusive of GST for the purpose of defraying the monthly maintenance charges for a period of 24 months commencing from the date of possession or deemed date of possession for the same, as the case may be. The Allottee shall also be required to pay month by month and every month the maintenance charges as may be fixed by the Promoter/Association for and on account of maintenance charges of the Said Complex and the same after the expiry of the aforesaid period of 24 months. However, in case the aforesaid amount gets exhausted before the aforesaid period of 24 months due to increase in the monthly maintenance charges, then the promoter shall be entitled to demand upon the Allottee to pay the deficit amount of maintenance charges and the Allottee shall be required to pay the same without any demur and/or delay.
- (6) The Promoter/Facility Manager/Association who shall be at liberty to increase the said monthly maintenance charges after every 3

(three) years by a maximum of 15% of the existing monthly rate for maintenance and upkeep of the common areas and services used by them in the Said Complex. The Allottee hereby agrees and accepts the same and shall not raise any objection whatsoever in future regarding the same. However, in case it is required to increase the rate of maintenance charges over and above 15% the same shall be done only after taking prior written consent of majority of CSA.

(7) The CSA shall become a member of the Association but **shall not** have any voting rights. The Association shall involve the CSA and will take his/her consent in all matters related to the Commercial Units/Shops only and for no other matter.

- 41. Land Share:** The undivided, impartible, proportionate and variable share in the Larger Property, as be attributable and appurtenant to the Said Apartment. The Land Share is to be /shall be derived by taking into consideration the proportion, which the carpet area of the Said Apartment bears to the total carpet area of the Said Complex. The Land Share may vary on the development and commercial exploitation of Future Property.
- 42. Share in Common Areas:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities and facilities at the Said Complex in the Larger Property as be attributable and appurtenant to the Said Apartment. The common portions, amenities and facilities is being described in **Schedule 'E'** below (collectively **Common Areas**). The Allottee hereby consents and confirms that the Common Areas shall be available for use in common with all the allottees and/or occupiers of apartments within the Said Project (collectively **Project Co-Owners**), allottees of OAPS at the Said Project and also to the allottees of Commercial Units/Shops as per provisions laid down below.
- 43. "Carpet Area"** of an apartment shall mean the net usable floor area of the apartment excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment
- 44. Association:** An Association to be formed in accordance with the applicable acts, and Bye Laws alongwith the Rules as framed by the Promoter, at its sole discretion, for the purpose of managing the Said Complex/Said Project and shall be managed by the Facility Manager. The Promoter may at is sole discretion and on such terms and conditions as it deems fit and proper may form a separate association for the allottees of the commercial units/shops for its upkeep and maintenance.
- 45. Facility Manager:** The management and upkeep of the Common Areas including the facilities and amenities as also the day to day affairs of the Said Complex/Said Project may be entrusted to a professional facility management individual/organisation/body to be appointed by the Promoter. The Facility manager may or may not be the SAC manager. The Facility Manager shall look after the acts relating to the purposes of managing

maintaining up-keeping and security at the Said Complex/Said Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common on such terms and conditions as it deems fit and proper. The Facility Manager may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper.

- 46. Architect:** Architect shall mean Espace having its office at 35A, Dr. Sarat Banerjee Road, Kolkata – 700021, represented by Sri Malay Kumar Ghosh, Architect under the provisions of Architect Act, 1972 or any other person or firm or Company as may be appointed by the Promoter from time to time.
- 47. Deemed Date of Possession:** In case the delivery of physical possession of the Said Apartment and Said Parking Space, if any, is withheld by the Promoter on any grounds/reasons, the physical possession of the Said Apartment and Said Parking Space, if any, shall be deemed to have been taken by the Allottee on the Deemed Date of Possession as indicated in the **Notice of Possession** irrespective of the date when the Allottee takes physical possession of the Said Apartment and Said Parking Space, if any.
- 48. Booking Amount:** Booking Amount shall mean and include Application money or any other money paid by the Allottee at the time of application for booking of an Apartment and Said Parking Space (if any, as applied for by the Allottee) in the Said Complex.
- 49. SOLARIS ACTIVITY CENTRE (Said SAC):**
- (1) **For Project Co-Owners:** The Promoter has decided to provide certain conveniences, amenities and facilities for the residential allottees of the Said Project named as Solaris Activity Centre (**Said SAC**). It is clarified that the conveniences, amenities and facilities of the Said SAC shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities of the Said SAC has been provided in **Part 2 of Schedule E**.
 - (2) **Combined SAC:** The conveniences, amenities and facilities of the Said SAC shall be used by all the allottees of the Said Project and hence shall be meant for use by all the Co-Owners of the Said Project. The Allottee hereby unconditionally accepts the proposed usage of the Said SAC by the other Allottees of the Said Project, and shall not, under any circumstances, raise any objection or hindrance to the other residential allottees of Solaris Joka/Said Project in using all or part of the amenities and facilities provided in the Said SAC.
 - (3) **SAC Manager:** The Promoter herein shall appoint SAC Manager which may or may not be the Facility Manager to look after and maintain the Said SAC and the same on such terms as the Promoter shall think

proper. The allottees of the apartments of the Said Project shall proportionately bear the costs of the SAC Manager as also the costs of maintenance of the Said SAC.

- (4) **Membership Obligation of Allottee:** Membership of the Said SAC being compulsory for the Project Co-Owners, the Allottee (which expression, in the context of the Said SAC, means only 1 (one) person if the number of Allottee under this Agreement being more than 1 (one), as be nominated *inter se* among the Allottees) agrees to become a member of the Said SAC, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Said SAC and its facilities (**SAC Scheme**) will be formulated by the Promoter in due course and circulated to members before the Said SAC is made operational. The Allottee agrees and accepts to abide by such SAC Scheme.
- (5) **Membership of the Said SAC:** The Allottee accepts and confirms that **(i)** membership of the Said SAC shall only be for the allottees of the residential portion of the Said Project **(ii)** each family of an apartment shall be entitled to 1 (one) membership, irrespective of the number of allottees of such apartment **(iii)** membership shall be only for individuals (i.e. no corporate membership) and if the allottee is a body corporate, it will be required to nominate 1 (one) individual occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said SAC **(iv)** the Said SAC can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years **(v)** in the event of further conveyance of the Said Apartment, the membership will automatically stand conveyed in favour of such new allottee at the then applicable SAC Scheme and thereupon the allottee abovenamed shall cease to be a member of the SAC and **(vi)** if the Allottee lets out his/her apartment, he/she may request for a temporary suspension of his/her usage right of the Said SAC and permission for usage of the Said SAC by the tenant under his/her membership. The Allottee agrees and confirms that the membership of the Said SAC shall under no circumstances be separately conveyed.
- (6) **Facilities of the Said SAC:** Notwithstanding anything contained in the Schedule E below, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Said SAC and the same may also from time to time be varied at the sole discretion of the Promoter.
- (7) **Commencement of Operation of the Said SAC:** The Promoter shall endeavor to get the Said SAC fully or partially operational after the entirety of the Said Project is complete and made ready. The Allottee accepts and confirms that the Completion Date of the Said Apartment shall have no connection and correlation with the Said SAC becoming operational and that the Allottee shall not raise any claim or objection

in this regard.

- (8) **Maintenance of the Said SAC:** The Allottee agrees and confirms that the Said SAC (at the sole discretion of the Promoter) be initially managed and operated by the Promoter either by itself or through its nominee for a period of 2 (two) years from the date of completion of construction of the Said Project or such extended time as the Promoter shall think proper and subsequently, the Association on its formation shall look after the maintenance, management and operation of the Said SAC.
- (9) **Membership Fee and Annual Subscription & Other Charges:** The Allottee agrees and confirms that:
- (a) The Allottee shall pay to the Promoter, a non-refundable one-time membership fee of **Rs. _____/-** (Rupees _____) only as provided in **Part 3 of Schedule C**, which shall be appropriated by the Promoter towards consideration for providing the Said SAC and the same without being liable to account for the same.
- (b) The Allottee shall have to pay a fixed annual subscription for membership of the Said SAC, which shall be determined by the Promoter at the time of opening of the Said SAC and the same at the sole discretion of the Promoter and this shall be in addition to the Maintenance Charges.
- (c) Apart from the annual subscription as provided above, the Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Facility Manager/Association for and on account of those facilities, which would be made available at the Said SAC for use of the same by the members on "Pay and Use" basis.
- (10) **Common Usage of the Said SAC:** The Allottee along with his/her family members shall be at liberty to use and enjoy the conveniences, amenities and facilities forming the Said SAC situated at the Said Project along with the other allottees of the Apartments of the Said Project. The Promoter/Facility Manager/SAC Manager/Association shall make suitable mechanism with regard to use of such facilities of the Said SAC as also for payment of usage charges by the Allottees. The Promoter at its sole discretion may allow the Allottees of Solaris Joka Phase 2, to become a temporary member of SAC to use and enjoy the conveniences of SAC prior to the execution and registration of their respective Deed of Conveyance for the Apartment and Parking space, if any, in the Said Complex and the temporary membership shall be confirmed only after the execution and registration of their respective Deed of Conveyance. However, the same shall be strictly subject to the Allottee making all payments as and when demanded by the Promoter and further the Allottees abiding by all the rules and regulations as framed by the Promoter in this regard. Notwithstanding anything

contained herein the Promoter reserves the right to cancel/rescind such temporary membership at any point of time and the same without stating any reason.

- (11) **Status of Said SAC:** The Conveniences of the Said SAC shall be deemed to be a constituent of the Common Areas of the Said Project and the Allottee shall have undivided, impartible, proportionate and variable share and/or interest in the Conveniences of the Said SAC, subject to the other provisions of this Agreement, particularly, with regard to the Said SAC.

- 50. Right of Said Signage:** The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Eden Realty" and/or "Solaris" (**Said Signage**) of the Developer being erected on the roof and/or the parapet walls and/or the facade of the Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Developer shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Developer to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Developer and/or the men and agents of the Developer shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the Developer shall also be entitled to use all common areas and amenities of the Complex for the purpose of managing and maintaining the said signage and the same without any obstruction or hindrance either from the Allottee or the Facility Manager for all times to come. The Allottee further agrees not to use the name/mark "Eden/Eden Realty/Solaris" 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 Allottee does so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark.
- 51. Rights Confined to the Said Apartment And Appurtenances:** The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose off all other Apartments, commercial units/shops, parking spaces and portions of the Larger Property and proportionate share of the Said Land in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

- 52. Extension/Addition:** The Allottee upon perusal of the Act and other terms and conditions of this Agreement hereby specifically agree, declare and confirm that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter **(1)** integrating/adding (notionally or actually) other lands to the Said Complex and in this regard to demolish boundary walls and affix gates wherever necessary and connecting existing roads to future roads and **(2)** granting all forms of unfettered and perpetual proportionate right of use over the Common Areas to third parties. The Allottee further declare and confirm that in consideration of the Promoter agreeing to sell the Said Apartment and Said Parking Space, if any, and Appurtenances in favour of the Allottee, the Allottee has agreed and accepted the above various terms and conditions and also that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Areas including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.
- 53. Solar Power Plant:** The Promoter shall at its sole discretion install an Elevated Grid Connected Solar Power Plant at roof top of Towers in the Said Complex for providing power for certain Common Amenities and Common Areas at the Said Complex (**Said Solar Power Plant**). Such Common Amenities and common areas shall be decided by the Promoter at its sole discretion under the following terms mentioned hereunder and the Allottee hereby agrees and undertakes to never raise any objection or claim towards the same:
- 53.1 The capacity of the Said Solar Power Plant shall be as per the sole discretion of the Promoter.
- 53.2 Costs of installation of the Said Solar Power Plant shall be borne and incurred by the Promoter either directly by itself or through the Association subject to the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Promoter or the Association, the Promoter shall solely and exclusively be entitled to be paid the same.
- 53.3 The Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant to be installed on the Roof Top of the Said Complex and the same as common facilities of the Said Complex for a period of 2 (two) years from the date of completion of the Said Complex and subsequently, the Association on its formation shall look after the maintenance, management and operation thereof as a common facility. The Promoter shall never in any manner whatsoever be held liable or responsible for the operation, maintenance, safety and security of the Said Power Plant after its installation and handing over of the same to the Facility Manager/Association.
- 53.4 The Allottee agrees and confirms that the Promoter shall not be liable for any variation in the efficiency of the Said Solar Power Plant.

- 53.5 The Promoter at its sole discretion shall decide the commencement of operation of the said Solar Power Plant and the Allottee shall never raise any objection or claim towards such commencement of the said Solar Power Plant by the Promoter nor it shall hold the Promoter liable in any manner whatsoever if there is any delay in Commencement of operation of the Solar Panels.
- 54. Electricity:** The Allottee will be allocated the maximum Wattage as per his/her/their Flat type as provided in Schedule D. The Allottee shall pay to the Promoter an amount of **Rs. _____/-** (Rupees _____) only inclusive of GST towards the cost of transformer, wiring and allied cost for obtaining electrical connection in the Said Complex as provided in **Part 3 of Schedule C**. In addition, the Allottee will have to pay to WBSEDCL/ Electricity Distribution Agency, a further amount towards Security Deposit for his/her/their individual connection as per demand to be raised separately by the WBSEDCL/Electricity Distribution Agency. The Allottee understands and agrees that the electricity infrastructure such as wiring and fittings provided in the Said Apartment are for the single phase electricity load. In case, the Allottee requires to obtain any additional load of electricity, the Allottee shall be permitted to do so only after execution and registration of his/her/their respective Deed of Conveyance and the same after obtaining the prior written consent from the Promoter/Association in this regard. All expenses for obtaining such additional load shall be borne by the Allottee and the Promoter shall not be responsible in any manner whatsoever in this regard. The Allottee understands that notwithstanding anything contained herein obtaining such additional load solely depends on the electricity supplying agency and the Promoter has no responsibility and/or liability of any nature whatsoever and the Promoter shall not be held responsible in any manner whatsoever in this regard.
- 55. Electricity Meter for Common Areas:** The Allottee shall pay to the Promoter the proportionate amount of the security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Areas.
- 56. Generator:** Stand-by Diesel Generator (DG) for power back up facility at the Said Complex for running the basic electric appliances in the Apartments shall be provided. The Allottee shall pay **Rs. _____/-** (Rupees _____) only inclusive of GST towards costs of installation of the DG Set to the Promoter. The Promoter or the Facility Manager/Association shall make suitable mechanism for payment of DG usage charges by the Allottee of power. The Developer may if it deems fit and proper increase the wattage of Power Back up to be supplied to the allottees of the Complex and the same shall be subject to the payment of additional amount as may be demanded by the Promoter in this regard.
- 57. Security Deposit:** The Allottee shall pay to the Promoter an interest free security deposit of **Rs. _____/-** (Rupees _____) only inclusive of GST calculated on the total Carpet Area of the Said Apartment. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee on account of maintenance charges or

electricity charges or any other charges /deposits related to maintenance and/or electricity supply. This deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owner's Association or the maintenance body at the time of handing over the charge of maintenance and management of the Common Areas and facilities of the Said Complex.

- 58. Taxes:** The Allottee shall pay to the Promoter amounts of the G.S.T, S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body on the Promoter, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment. The applicable taxes shall be paid at the present rates. Due to increase or escalation in applicable taxes, the Allottee shall be liable to pay the increased taxes as per the demand raised by the Promoter. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever and Total Price shall remain unaffected.
- 59. Legal Charges:** Advocates of the Promoter (**Legal Advisors**) have drawn this Agreement and shall draw all further documents. The Allottee shall be required to pay to the Promoter documentation charges, fees inclusive of GST for **Rs.** _____/- (Rupees _____) only for the Said Apartment and Said Parking Space (if any, as applied for by the Allottee) as provided in **Part 3 of Schedule C**. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.
- 60. Stamp Duty and Registration Charges:** The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges to the statutory authority through the Promoter for registering this agreement.
- 61. Miscellaneous Registration Charges:** In addition to the above, a fixed miscellaneous charge as provided in **Part 3 of Schedule C** for each instance of registration of Agreement/ Conveyance Deeds inclusive of GST amounting to **Rs.** _____/- (Rupees _____) only has to be paid to the Promoter by the Allottee (**Miscellaneous Registration Charges**). All such Stamp Duty and Registration Charges and Miscellaneous Registration Charges shall be compulsorily paid by the Allottee to the Promoter 15 (fifteen) days prior to the date of execution and registration of this agreement.
- 62. Completion of Sale:** The Sale in respect of the Said Apartment and Said Parking Space, if any, and Appurtenances shall be completed by execution and registration of Sale deed in favour of the Allottee provided the Allottee tenders and pays in time the Total Price and all other amounts required to be paid by the Allottee as per the terms herein recorded. The Allottee shall be bound to have the Conveyance deed of the Said Apartment, Parking Space, if any executed and registered on or before the Deemed Date Of Possession, failing of which, exclusive physical possession of the Said Apartment, Parking Space, if any shall not be delivered to the Allottee, although the Allottee shall become liable for Maintenance Charges and Rates & Taxes from the Date Of

Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. Till execution and registration of the proposed Deed of Sale/Conveyance in respect of the Said Apartment, Said Parking Space, if any, the Allottee herein shall not be entitled to any right, title or interest in respect of the Said Apartment and Appurtenances.

- 63. Direct Allotment:** The Promoter as per its discretion, may also formulate promotional scheme/s for sale/transfer of the residential apartments, commercial units/shops and parking spaces on direct application from intending allottees (**Direct Allotment**). In case the Allotment is made under any particular Direct Allotment scheme/s related to the Complex, the Allottee hereby accepts and agrees that in the event of cancellation/opting out of the allotment for any reason whatsoever, the residential apartments, commercial units/shops and parking spaces (if any) provisionally allotted to such Allottee shall immediately stand released/withdrawn for further re-allotment by the Promoter, without any further reference to such Allottee and thereupon, the benefits received or to be received under the aforesaid scheme of Direct Allotment shall stand withdrawn and the general terms of cancellation under clause 7.5 or "Events Of Defaults And Consequences" under clause 9 (as may be applicable) shall apply.
- 64. Temporary Electricity Connection related:** In case the Allottee fails to obtain electricity meter from WBSEDCL in respect of his/her/their Apartment before the date of delivery of possession thereof to the Allottee and the Allottee requests for temporary electricity connection, then the Promoter may, subject to availability, provide the same on the following conditions:
- 64.1 The temporary connection shall not be for a period exceeding six months from the date of such connection or the date of the Allottee obtaining separate electric meter for his/her/their Apartment from Power Supplying agency, whichever be earlier.
- 64.2 The temporary connection shall be for power of not exceeding 1 (one) kva.
- 64.3 The Allottee shall alongwith request for temporary electric connection be liable to pay to the Promoter (i) non-refundable installation charge of Rs. _____/- and (ii) deposit of Rs. _____/- (Rupees _____) only in respect of his/her/their Apartment. (iii) Monthly usage charges as per the bills raised by the Promoter. The said deposit of Rs. _____/- shall be refunded to the Allottee after adjusting all his dues and interest/penal charges within 30 days of the Allottee obtaining the separate electric meter in respect of the Unit from WBSEDCL.
- 64.4 Such electricity and related charges for the temporary electricity connection for the Apartment shall be payable within 7 days of receiving the bills raised by the Promoter/its nominee in respect thereof within the due date thereof. In case the allottee fails to make payment of the bills raised within the due date the temporary connection may be disconnected

till the payment of the dues alongwith interest @ 18% per annum or part thereof for the period of delay.

65. SAVINGS:

Any application letter, Provisional allotment letter, agreement, or any other document signed by the Allottee in respect of the Said Apartment as the case may be, prior to the execution and registration of this Agreement for Sale for such Said Apartment and Said Parking Space (if any), shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

The Allottee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto.

SCHEDULE 'A'

DESCRIPTION OF THE "DEED PROPERTY"

ALL THAT the piece or parcel of plots of land admeasuring an area of **445.57 (four hundred and forty five point five seven) Decimal**, be the same a little more or less, equivalent to 18029.922 (Eighteen thousand and Twenty Nine point Nine Two Two), square meters, be the same a little more or less, comprised in C.S./R.S. Dag Nos.

Sl.no	LR Dag No.	R.S Dag No.	Area (decimal)
1	483	477	14.09
2	485	479	14.48
3	493	487	17
4	499	493	10
5	484	478	27
6	489	483	26.597
7	490	484	17
8	491	485	46
9	492	486	37
10	493	487	50
11	494	488	7
12	495	489	27
13	497	491	16
14	498	492	12
15	513	507	21
16	514	508	26
17	515	509	27

18	516	510	10
19	517	511	12
20	727	710	17

at Mouza Bhasa, J.L. No. 20, recorded under L.R. *Khatian* Nos. 1466 and 1467, Police Station Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, PIN: 743503, District South 24 Parganas, West Bengal, under the Additional District Sub-Registrar, Bishnupur

butted and bounded as follows:

- ON THE NORTH : By R.S. Dag No. 497, 966, 512, 709 & 710
- ON THE EAST : By R.S. Dag No. 482 & 711
- ON THE SOUTH : By R.S. Dag No. 478, 479 & 483
- ON THE WEST : By Diamond Harbour Road.

Part 1

[DESCRIPTION OF THE "**LARGER PROPERTY**"]

ALL THAT the piece or parcel of plots of land admeasuring an area of 411.597 (four hundred and eleven point five nine seven) decimal, be the same a little more or less, equivalent to 16655.22 (sixteen thousand six hundred and fifty five point two two), square meters, be the same a little more or less, comprised in C.S./R.S. *Dag* Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding to L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at Mouza Bhasa, J.L. No. 20, recorded under L.R. *Khatian* Nos. 1466 and 1467, Police Station Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, PIN: 743503, District South 24 Parganas, West Bengal, under the Additional District Sub-Registrar, Bishnupur

The said **LARGER PROPERTY** is butted and bounded as follows:

- ON THE NORTH : By R.S. Dag No. 497, 966, 512, 709 & 710
- ON THE EAST : By R.S. Dag No. 482 & 711
- ON THE SOUTH : By R.S. Dag No. 478, 479 & 483
- ON THE WEST : By Diamond Harbour Road.

Part 1A

[**Phase 2 Land/Said Land**]

ALL THAT the piece or parcel of plots of land measuring an area of 281.597 (two

hundred eighty one point five nine seven) decimal, be the same a little more or less, for residential and commercial purpose equivalent to 11395.82 (eleven thousand three hundred ninety five point eight two) square meters, be the same a little more or less, situated lying at and comprised in C.S./R.S. Dag Nos. 477, 479, 493, 478, 483, 484, 485, 486, 487, 491, 492 and 710, corresponding L.R. Dag Nos. 483, 485, 493, 499, 484, 489, 490, 491, 492, 497, 498 and 727 at Mouza Bhasa, J.L. No. 20, recorded under L.R. Khatian Nos. 1466 and 1467, Police Station Bishnupur, under Purba Bishnupur – Bhasa Gram Panchayat, Bishnupur- I Development Block, PIN: 743503, in the District of South 24 Parganas, West Bengal, under the Additional District Sub-Registrar, Bishnupur, being a portion of the Larger Property.

PART-2
[DESCRIPTION OF APARTMENT]

The Said Apartment, being _____-**Type** Residential Apartment No. _____, on the _____ **Floor** in **Zone-**_____ of **Tower-**_____, in Solaris Joka Phase _____, having carpet area of _____ (_____) **square feet**, more or less, corresponding to covered area of _____ (_____) **square feet**, more or less, in the Said Complex named “**Solaris Joka Phase 2**” is under construction on the Said Land.

The Said Apartment is shown in the **Plan-A** annexed hereto marked with **Red** border.

PART-3
DESCRIPTION OF SAID PARKING SPACE

The Said Parking Space, being _____ covered parking/ mechanical parking for parking medium sized car and right to park _____ two-wheeler in the covered area of the Said Complex.

SCHEDULE ‘B’

The Floor Plan of the Said Apartment is given on the **Plan-B** annexed hereto being a part of this Schedule and the Said Apartment is shown therein marked with **RED** border.

SCHEDULE ‘C’ PART 1 ABOVE REFERRED TO
PAYMENT PLAN
TOTAL PRICE (Apartment)

	Flat Type	_____
	Payment Plan	_____ Payment Plan

1	Total Price (Flat) with GST (Rs.)	_____/-	_____/- (GST)
2	The rate per sq ft of the Said Apartment (Carpet Area) is Rs.	_____/-	

SCHEDULE 'C'- PART 2
TOTAL PRICE (Said Parking Space)

Parking Space Type	Down Payment Plan			Instalment Payment Plan		
	Open car	Covered /mechanical car	Two wheeler	Open car	Covered /mechanical car	Two wheeler
Total Price (Base Price + GST) (Rs.)	0	0	0	0	0	0

SCHEDULE 'C' PART 3
Extra Charges

		Base Price (Rs.)	GST (Rs.)
1	Maintenance Charge in Advance inclusive of GST		
2	Interest free Security Deposit inclusive of GST		
3	Transformer/Cabling Allied Expenditure for obtaining electrical connection inclusive of GST		
4	DG Charges inclusive of GST		
5	Membership Charge for Solaris Activity Centre inclusive of GST		
6.	Documentation Charges		
7.	Misc. Registration Charges		
8.	Charges for Association Formation		
Total Extra Charges:			

Stamp Duty and Registration Fees- As per query raised by the Registering Authority

Note:

All Payments and Extra Charges under the respective heads, as provided in the Agreement to be paid as per the Demand Note and notice of the same for both Down Payment and Installment Payment Plan.

Total Price

Sl.	Description	Price (in Rs.)	GST (in Rs.)
1.	TOTAL PRICE (Apartment)		
2.	TOTAL PRICE (Said Parking Space)		
3.	Extra Charges		
	Total Price:		

SCHEDULE 'C'
PART 4 (Payment Schedule)

Instalment Payment

Sl. No.	Timeline	Amount Payable
1	At the Time of Application (Application Amount)	Applicable Application Amount
2	At the time of Allotment (Booking Amount)	10% of the Total Price minus Paid Application Amount
3	On registering the Flat Sale Agreement	10% of the Total Price
4	On Commencement of Piling of The Tower	10% of the Total Price
5	On Completion of Ground Floor Slab Casting of the Zone	10% of the Total Price
6	On Completion of 2nd Floor Slab Casting of the Zone	10% of the Total Price
7	On Completion of 5th Floor Slab Casting of the Zone	10% of the Total Price
8	On Completion of 8th Floor Slab Casting of the Zone	10% of the Total Price
9	On Completion of 10th Floor Slab Casting of the Zone	10% of the Total Price
10	On Completion of Roof Slab Casting of the Zone	10% of the Total Price
11	On Completion of Flooring of the Flat	5% of the Total Price
12	On Possession Notice of the Flat	Balance of Total Price Remaining

Down Payment

Sl. No.	Timeline	Amount Payable
1	At the Time of Application (Application Amount)	Applicable Application Amount
2	At the time of Allotment (Booking Amount)	10% of the Total Price minus Paid Application Amount
3	On registering the Flat Sale Agreement	Balance of the Total Price Remaining

Note: All Payments and Extra Charges as provided in the Agreement to be paid as per the Demand Note and notice of the same for both Down Payment and Instalment Payment Plan.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT).

(Specifications)- Flats

- Structure: RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- Exteriors: Cement plaster, waterproof cement-based paint.
- Flooring: Ceramic tiles in Bedrooms, Living/Dining, Anti-skid ceramic tiles in Bathroom/Open Terrace/Planter.
- Interiors: P.O.P/Putty punning over cement plaster inside flats;
- Kitchen: Anti-skid ceramic tiles on floor; Stone Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.
- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors: Main door: Wooden door frames, Solid core flush shutters with mortice lock and magic eye, Outside finish: Polished teak veneer, Inside: Paint finish/Polished teak veneer. Bedroom: Painted wooden door frames, Solid core flush shutters with paint finish. Bathroom: PVC door frame & shutter. Anodised Aluminium sliding/ openable door or painted wooden door frame with paint finish flush door shutter for Planter Beds & Open Terrace
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen; Allocated Load for Type A Flat is 500 Watts, Type B and Type C is 750 Watts and Type D is 900 Watts
- Plumbing: Internal concealed plumbing.

SCHEDULE 'E' – Part -1

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMPLEX)

1. **Power Back-up:** Emergency power backup for Common Area Lighting and One lift-in each tower. Emergency power backup in each flat for Lights and Fan. Choice of component is at the sole discretion of the Promoter in case there are multiple options.

2. **Common & Lobby Area:-**

Flooring:- Vitrified Tiles in lobbies on all floors. VDF Flooring/ Paver Block in Covered Car park. Grass track Paver/ Paver Block/ Bituminous Surface in Other Car park

Interiors:- OBD painting over P.O.P/ Putty punning on cement plaster

Stairs: Indian Patent Stone Flooring / Epoxy coating; MS/Brick/RCC railing.

Lift Facia: Vitrified Tiles in ground floor lobby.

Roof: Properly waterproofed.

SCHEDULE 'E' PART 2
Solaris Activity Center (SAC) - Conveniences

- | | |
|---------------------------------|-------------------------------|
| 1. Swimming Pool | 2. Changing Rooms with Shower |
| 3. Multipurpose Gym | 4. Games Room |
| 5. Multipurpose Community Space | |

DISCLAIMER: The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority becoming operational and ready to receive the same and it is hereby brought to the notice of all concerned that the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority or under the Real Estate Laws as are being implemented in West Bengal.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Sealed, signed and delivered by the
PROMOTER AND ALLOTTEE in presence of:
Witnesses:

1.

2.

OWNERS

DEVELOPER

ALLOTTEE

Drafted by

Identified by:

Advocate

MEMO OF CONSIDERATION

Received from the Allottee the said sum of **Rs.** _____/- (**Rupees** _____) only being the part payment of the Total Price as given below:

Mode	Date	Bank	Amount (in Rs.)
		Total:	

Witness:

1.

2.

DEVELOPER