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## AGREEMENT FOR SALE

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_(date) day of \_\_\_\_\_(Month), 2023 (year).

### By and Between

**EDEN REALTY VENTURES PRIVATE LIMITED**, a company incorporated within the provisions of the Companies Act, 1956 and within the meaning of the Companies Act 2013, having its Administrative Office at 7, Jawahar Lal Nehru Road, Police Station- New Market, Post Office Dharmatala, Kolkata-700 013 (**having CIN U70101WB2003PTC095829 and PAN AAACL9697H**); represented by its Authorized Representative \_\_\_\_\_ (having Aadhaar No. .... and PAN ..... ) son/daughter of ....., by faith \_\_\_\_\_, by nationality Indian, working for gain at 7, Jawaharlal Nehru Road, Post Office – Dharmatala, Police Station – New Market, Kolkata-700013, as authorized vide resolution dated hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns);

### AND

..... (having Aadhaar No. ...., PAN .....) Son of ....., by Nationality Indian, aged about ..... years residing at ....., hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs executors, administrators, successors-in-interest and permitted assigns);

### AND

**IDEAL RIVERVIEW PROJECTS PRIVATE LIMITED**, a company incorporated within the provisions of the Companies Act, 1956 and within the meaning of the Companies Act, 2013, having its Administrative Office at 50, Jawahar Lal Nehru Road, Police Station Shakespeare Sarani, Post Office Little Russel Street, Kolkata-700 071 (having CIN U70109WB2011PTC162659 and PAN AACCI6117P) represented by its Authorized Signatory ..... (having Aadhaar No. .... and PAN .....) son/daughter of ....., by faith , by nationality Indian, working for gain at ....., authorized by Board Resolution dated ..... hereinafter referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in- interest and assigns).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

### WHEREAS:

- A. The Owner is the absolute owner of, amongst other properties, **ALL THAT** piece or parcel of land measuring about .... square meters or .... acres more or less located at a divided and demarcated portion of Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah, shown and delineated by "Blue" colour in the **Map One** annexed hereto ("**Phase 1C Land**"). The facts about the Owner deriving title to the Phase 1C Land is mentioned in **PART-VIII of Schedule A** hereto. The Owner and the Promoter have entered into a development agreement dated 26<sup>th</sup> March 2021 and registered with Additional District Sub Registrar Howrah in Book I, Volume No. 0502-2021, pages 130803 to 130865 Being No. 050203456 for the year 2021 ("**Development Agreement**") whereby the Owner has granted the right to the Promoter to develop the Phase 1C Land alongwith other lands at the consideration and on the terms and conditions therein contained. The Phase 1C land is as per the current planning of the Promoter earmarked for construction of:-
- a. multi facilities meant for use by the owners and occupiers of the Project as well as Other Phases and Future Phases or any of them, at the sole discretion of the Promoter, as morefully contained hereinafter as part of the Club ("**Sargam Club**") comprising of **Firstly** rooms and portions as mentioned in Sl No 2 of **PART-V of SCHEDULE A; Secondly** a portion of the Phase 1C Land described in Sl. No. 1 of **PART-V of SCHEDULE A ("Club Land")** and **Thirdly** may also include other areas as contemplated in clause H(e) hereto. It is clarified that Sargam Club is spread over portions of the Project and Other Phases and may in future also be at portions of the Future Phases.
  - b. multistoreyed buildings named (as per the current planning) as Dhani -Tower VI and Nilambari – VII both having a ground and \_\_\_\_ upper floors and other erections having primarily residential units with certain commercial units ("**Buildings**") at identified portions thereof and altogether known as '**Solaris Shalimar Phase 1C**' ("**Project**"). The Project includes a portion of Phase 1C Land as described in **PART-I of the SCHEDULE A** hereto ("**Project Land**") and also includes the Common Areas within the Buildings and the Project Land as mentioned in **PART-IV of Schedule A** hereto.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding to the development of the Project Land on which Project is to be constructed, have been completed;
- C. The intimation for commencement of construction of works relating to the Project has been submitted by the Owner with the Howrah Municipal Corporation and received by the Building Department, Howrah Municipal Corporation on \_\_\_\_\_;
- D. The Promoter has obtained the final sanctioned building plan approvals for the Buildings at the Project from Howrah Municipal Corporation vide Building Permit No. 34/23-24 being BRC No. 144/21-22/H.O. vide Office Ref No. 2054/AE/Bldg/23-24 dated 07.12.2023 ("**sanctioned building plans**") which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Howrah Municipal Corporation and other concerned authorities). The said sanctioned Building Plans also contemplate the buildings and constructions comprised in the portion of Sargam Club

situated in Phase 1C Land and Phase 1B Land. The Promoter agrees and undertakes that it shall not make any further changes to the layout plans (including revised plans) insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and other laws as applicable;

- E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata under registration number \_\_\_\_\_.
- F. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ ("**Unit**") having carpet area of \_\_\_\_\_ square feet, Type \_\_\_\_\_, on \_\_\_\_\_ floor in Tower No. \_\_\_\_\_ named \_\_\_\_\_ ("**Designated Building**") along with the right of parking motor car, if any as permissible under the applicable law ("**Parking Facility**") and of pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act comprised in the Project ("**Common Areas**"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Designated Apartment**" and the Unit is more particularly described in **PART- II** of **Schedule A** and the Parking Facility is more particularly described in **PART-III** of **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. Additional Disclosures/Details by the Promoter to the Allottee:
- a. In addition to the Phase 1C Land, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of several pieces or parcels of land being (a) piece or parcel of land measuring about .... square meters or .... acres more or less located at another divided and demarcated portion of the said Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah, shown and delineated by "Blue" colour in a Map One ("**Phase 1A Land**"), and the Phase 1A Land is already being developed and constructed by the Promoter (b) piece or parcel of land measuring about .... square meters or .... acres more or less located at another divided and demarcated portion of the said Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah shown and delineated by "Orange" colour in a Map One ("**Phase 1B Land**") on which a separate project is being planned to be commenced and (c) .... square meters or .... acres more or less located at another divided and demarcated portion of the said Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah ("**Lot 2 Land**") all owned by the Owner and on the terms and conditions contained in the Development Agreement;
  - b. Further, the Promoter is in negotiations to acquire contracts for development, transfer and administration in respect of several pieces or parcels of land directly or indirectly connected to Project Land, Phase 1A Land, Phase 1B Land,

Lot 2 Land or any of them. The first Phase on Phase 1A Land is already under construction and transfer and another phase is already being conceived on Phase 1B Land (hereinafter collectively referred to as "the **Other Phases**"). The Lot 2 Land and any further or other lands that may be contracted by the Promoter for development hereafter are hereinafter jointly or severally (as the context permits) referred to as "**Future Phase Lands**".

- c. The Promoter has, as of present, already undertaken development of 5 Towers namely Savan – Tower I, Rewa – Tower II, Gauri – Tower III, Malhar – Tower IV and Pancham – Tower V all on identified portions of Phase 1A Land and has also conceptualized the erection of 1 Tower namely Sagar - Tower VIII on identified portion of Phase 1B Land.
- d. The projects on the Phase 1A and 1B Land is intended to be integrated with the Project without affecting the entitlement of the Allottee as regards the Unit. The Lot 2 Land and any other Future Phase Lands or any part thereof may, at the sole discretion of the Promoter, be integrated with the Project without affecting the entitlement of the Allottee as regards the Unit. For the usage of road and its maintenance from the Future Phase Land, the Allottee shall be charged a separate maintenance charge which shall be intimated at such time when the integration of internal road network takes place. The Allottee shall at the request of the Promoter execute and/or register such consents and supplementary agreements as and when required by the Promoter.
- e. The Promoter intends to construct erect and set up the Sargam Club as and being a multi facility club for the common use of owners and occupiers of the Project Land and the Phase 1A Land, Phase 1B Land as well as owners and occupiers of the projects that may be constructed on Future Phase Lands or any one or more of them, as the Promoter shall in its sole discretion from time to time decide. The owners of Units in the Project and/or their Association shall have .... percent share in the Club Land while the owners of Units in the Phase 1B Land and/or their Association shall have .... percent share in the Club Land and the owners of Units in the Phase 1A Land and/or their Association shall have fifty percent share in the Club Land. The area of land comprised in Phase 1A land is .... Sqm without adding the area of Sargam Club. The area of land comprised in Phase 1B land is \_\_\_\_\_ square meters without adding the area of Sargam Club. The area of land comprised in the Project Land is \_\_\_\_\_ Square meters without adding the area of Sargam Club The area of Sargam Club land is .... Sqm of which one-half undivided share i.e. .... Sqm more or less shall be appurtenant to the Phase 1A and ... shall be appurtenant to Phase 1B and .... shall be appurtenant to Phase 1C. The Promoter shall construct the club building and structures and provide the first time equipments and infrastructure to be installed therein. The Sargam Club is intended to be located at portions each of the Phase 1A Land, the Phase 1B Land and the Phase 1C Land and some of the facilities will be located at portions of different Towers each thereat parts may be located in Future Phase Lands also if so and as the Promoter from time to time decides and implements. For instance the games room forming part of the Sargam Club shall be located in the ground floor of Tower V forming

part of the Project at Phase 1A Land. Until commencement and completion of any project in Phase 1B Land and/or any Future Phase Lands (whose owners are decided to be conferred rights of use of the Sargam Club by the Promoter), the Sargam Club shall be only those areas and facilities as are contained in the Project and the Phase 1A Land and with commencement and completion of the projects on Phase 1B land and in any Future Phase Lands, if any area or facility forming part thereof is earmarked by the Promoter to form part of the Sargam Club, then the Sargam Club shall be expanded to include the same. The Sargam Club is independent of the Project but the membership and right to use of the Sargam Club shall be granted to each of the allottees of Units in the Project and the projects on Phase 1A Land, Phase 1B Land and any other expanded Future Phase Lands so permitted by the Promoter. The use of the facilities of the Sargam Club by any person shall be subject to adherence of the applicable rules and payment of applicable charges in respect thereof by such person from time to time. The Promoter may at any time in future assign a different name to the Sargam Club and thereafter the said Sargam Club shall be known by that name only for all intents and purposes.

- f. Several of the apartments have been offered to interested applicants by way of E-lottery in the form of various categories. In case the Allottee hereto has been allotted the Unit by virtue of E-lottery, the Allottee hereby accepts, acknowledges, confirms and assures the Promoter of being wholly satisfied with the entire process and outcome of E-Lottery and of allotment of the Unit (including its category) and Parking Facility, if any, and the entering upon of this Agreement shall be full and complete discharge of the Promoter in respect of anything and everything done heretofore including the application, application kit, information and document/s in such kit and on designated websites, provisional and/or final allotment, waitlist procedure, payments and acknowledgements, role of marketing agents and channel partners etc., and this agreement supercedes any contrary or inconsistent terms and conditions contained in the E-Lottery related documentations stated above or otherwise. In case the Allottee is not an E-lottery applicant, the Allottee accepts that he never had nor has any objection to the E-lottery as conducted and shall not rely upon or refer to any act, deed or thing (including documentations used in lottery) for any purpose whatsoever.
- g. The Allottee is aware and accepts that the pictorial representation and/or views of or from the Buildings at the Project as per the pictures or videos uploaded on the internet or in the brochure or elsewhere are just an artistic impression as visualized by artist/creator. There is already constructions coming up on Phase 1A Land and there will be constructions on the Phase 1B Land as well and there may be constructions on any other Future Phase Lands as well as other lands in the vicinity whereby such view shall be obstructed or be not available as depicted. The Promoter makes the Allottee fully aware of this aspect and does not take responsibility of ensuring the view of or from the Buildings or surroundings in respect of any landscape, air space, river, other Buildings in the Project or Future Phase Lands, the Sargam Club etc.,. The Allottee hereby understands confirms and accepts the same and undertakes that the non- availability of any view of or from the Designated Apartment shall

not be a ground for any cancellation of this agreement or any claim whatsoever or howsoever against the Promoter on such account.

- h. The parking spaces are sanctioned as per the sanctioned building plans and are intended to be allotted to allottees of any Units of any Phases within Phase 1A, 1B and 1C land. The parking spaces, as per the current planning are of types open, covered (including basement also) and semi covered and located in the ground floor of the Buildings, Open Spaces at the Project Land and/or Multilevel Mechanized Parking Systems ("MCP"). While MCP will always be a dependent parking, the location of other parking space will determine the dependence/independence of use of the same. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle.
- i. 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 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.
- j. In case the Promoter finds demand of parking facility to be more than the current capacity of the Project or any projects to be constructed in any Other Phase or Future Phase Lands or otherwise considers it appropriate, the Promoter may (a) plan and construct a basement and/or additional multilevel mechanized parking system in any part of the Phase 1A and/or 1B Land and for that to modify existing sanctioned building plans, and/or (b) allot parking facility to allottees of units in the Project and/or in the projects in any Future Phase Lands and vice versa.
- k. While the allotment to the Allottee hereunder mentions the type of parking facility allotted to the Allottee, the actual location of the parking space to be granted to the Allottee shall be decided by lottery to be conducted by the Promoter from time to time Provided That 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 in the open parking space, the Parking Facility at such open parking space may either be at the open space at the ground level of the Project Land or at the Multilevel Mechanized Parking Systems 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.

- i. The Phase 1A Land, Phase 1B Land, the Phase 1C Land and other Future Phase Lands or any part thereof, 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 Project and Future Phase Lands or any of them more particularly described in **PART-VI** of **Schedule A** ("**Shared Facilities**", which expression shall include any modifications, additions or alterations to the same as may be made by the Promoter from time to time). The Shared Facilities are not part of the Project but the right to use the same shall be granted to each of the allottees of Units in the Project.
- m. The Promoter shall be entitled to construct commercial units/shops in the Project and to sell or otherwise transfer the same to the intending allottees at such price and on such terms and conditions which the Promoter may deem fit and proper and to grant to the allottees of such commercial units/shops any right of use of the Common Areas and/or the Shared Facilities as the Promoter may, in its sole discretion, decide and grant.
- n. 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 irrevocable consent for 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.
- o. The project on Phase 1A and 1B Land shall in addition to the common areas and facilities which are shared with the Project including those mentioned in Section II of **PART-IV** of **SCHEDULE A** have its own amenities and facilities as may be offered by the Promoter before the launch of the same and similarly each of the projects on the other Future Phase Lands shall have its own amenities and facilities as may be offered by the Promoter before the launch of each such projects in addition to those to be shared in common. The mentioning of the future plans pertaining to Future Phase Lands including the towers mentioned and/or named as above and/or the amenities and facilities therein are not to be taken as any commitment or promise to any Allottee thereabout and the Promoter is free to modify, alter, delay, defer, abandon its plans in respect of all or any of these Future Phase Lands without being liable for any question or claim by the Allottee. However, in case the plan in respect of any of these lands fructify with or without any modification or alteration, then the Allottee is hereby made aware of the consequential terms and conditions contained in this agreement pertaining thereto and the Allottee shall be bound by the same. If the Promoter decides not to develop any part of any Future Phase Lands, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the remaining lands and the Owner and Promoter shall own, hold, enjoy and/or deal with or transfer the excluded

land in such manner as it may deem fit and proper.

- p. In the same way as the plans in respect of Project and Phase 1B Land, the plans in respect of any other Future Phase Lands may be by way of addition, alteration or revision of the plans sanctioned and revised in respect of the project on Phase 1A Land and the Project with or without the project on Phase 1B Land. Any constructed area/additional constructed areas or sanctionable area arising in respect of the Project Land due to green building sanction or any other change in law or rules may be utilized in additional constructions in the Project Land or any Other Phase or Future Phase lands in such manner and to such extent as the Promoter may deem fit and proper and the right to avail and/or construct the same and to sell or otherwise transfer the same shall vest in the Promoter or any person to whom the Promoter may transfer, assign and/or otherwise grant the same.
  - q. The Promoter may modify the sanctioned building plans in any manner in respect of its planning and implementation including as stated above and also insofar as the constructions on any Other Phase and/or Future Phase Lands is concerned in such manner as it may deem fit and proper.
  - r. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
  - s. 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 of the Project which is a building 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.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
  - J. 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;
  - K. 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 the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in clause G.

**II NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, 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 Designated Apartment as specified in clause G Together with the membership and right of use of the Sargam Club and right of use of the Shared Facilities.
- 1.2 The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is Rs. .... (Rupees ..... Only) ("**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..... floor	
	Proportionate cost of Common Area	No Separate Charges
	Preferential Location Charges	No Separate Charges
	Parking Cost	Rs. /-
a)	Total Price (in rupees) without Taxes ("Unit Price")	.....
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, currently being 1%, amounting to Rs.....
c)	Other Costs (as per Clause-11.2.1 and subject to variation as per clause 11.2.3)	Rs. ....

d)	Deposits (as per Clause- 11.2.2 and subject to variation as per clause 11.2.3)	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, currently being 18%, amounting to Rs. ....
f)	Total Price and Taxes and Other Costs and Deposits	Rs. ....

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (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 Unit to the Allottee and/or date of sale deed in favour of the Allottee.

Provided that in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. 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 of Designated Apartment includes: 1) pro rata share in the Common Areas; and 2) cost of parking(s), if any, as provided in the Agreement. Further, the Other Costs and Deposit mentioned in clause 1.2(c) and 1.2(d) does not include several amounts as mentioned in Clause 11.2.3 hereto and the same shall be payable by the Allottee additionally.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in 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/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(s) shall make the payment as per the payment plan applicable for Installment Payment Plan set out in **PART-III** of **SCHEDULE "C"** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @\_\_\_% per annum for the period by which the respective installment has been preponed with prior written consent of the Promoter. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause H above), 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 herein in respect of the Unit without the previous written consent of the Allottee.
- Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee 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 Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty- five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.
- 1.8 Subject to clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Unit.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. 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 Owner, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance

charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the Project Land and in the common areas to the association of allottees as provided in the Act.

- (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land , construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land 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 and except as disclosed to the Allottee as per clause 'I' above and except that the Project's facilities and amenities and Common Areas as mentioned in Section II of **PART-IV** of **SCHEDULE A** hereto shall be available for use and enjoyment of the allottees of the Project in common with the allottees of the project at the Phase 1A Land and Phase 1B Land and any other Future Phase Lands as the Promoter may from time to time specify in common with the Owner, the Promoter and other persons permitted by the Promoter.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely the projects at Other Phases and those that may be developed in Future Phase Lands and the Shared Facilities shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, 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 (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, 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..... Only) being as booking amount towards the Total Price and Other Costs and Taxes of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan 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, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable)] in favour of "**Eden Realty Ventures Pvt Ltd A/C Shalimar Collection \_\_\_\_\_ A/C**" payable at Kotak Mahindra Bank. The Owner and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause 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.
- 2.2 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 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 amendment(s) 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 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 shall 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 this regard. 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/agreement of the Unit and Parking Facility, if any, 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/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

**5. TIME IS ESSENCE:**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas in a phase wise manner to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

**6. CONSTRUCTION OF THE PROJECT / APARTMENT:**

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, plans,[annexed along with this Agreement] layout plans which has been approved by the competent authority, as represented by the Promoter. The Allottee has also understood that the building in which the Unit is situated forms part of the specified phase of development. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications as mentioned in **PART-IX** of Schedule A hereto. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and any modifications to be hereafter approved by the authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal (Building) Rules, 2007 & The West Bengal Municipal Act 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE DESIGNATED APARTMENT:**

### **7.1 Schedule for possession of the said Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Unit within ..... with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure.**"). If, however, the completion of the Project 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 Unit, 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 project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**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 Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within 90 days of receiving the occupancy certificate of the Project/Building containing the Unit.

### **7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any 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 Unit and the Parking Facility, if any to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

**7.4 Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Designated Apartment to the Allottee, it

shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the 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 his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment and the Allottee shall not dispute or object to such forfeiture and/or hold the Promoter liable in any manner in respect thereof. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated 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 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 Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act:

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

## **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER AND THE PROMOTER:**

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

- (i) The Owner has absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Owner has absolute, actual, physical and legal

possession of the Project Land with license to the Promoter to carry out the Project thereon;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from Kotak Mahindra Investments Limited for construction of the Project by mortgaging, amongst other properties, the Project Land and the construction, there are no encumbrances upon the Unit and appertaining share in Project Land or in the Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has 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 Owner/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (x) The Project 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 Project Land;
- (xi) The Promoter has 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 Project to the competent

Authorities but save those payable by the Allottee and other owners of apartments and other areas in the Project;

- (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 of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.

## **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 Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones 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 penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the 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 apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Designated Apartment.

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 consecutive two demands made by the Promoter as per the Payment Plan 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 specified 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 Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (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 :

9.4 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.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

## **10. CONVEYANCE OF THE SAID APARTMENT:**

10.1 The Owner and the Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs and Deposits in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Project Land and in the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy certificate.

10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and 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).

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

### **Clauses in relation to maintenance of Project, infrastructure and equipment:**

- 11.2 **Other Costs and Deposits:** The Allottee is since prior to allotment of the Designated Apartment to him, aware of applicability of Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-

- 11.2.1 Additional Costs: The following amounts ("**Additional Costs**") which are all to be appropriated by the Promoter to its own account absolutely:-

- (a) Membership Cost in respect of Sargam Club amounting to Rs..... Only) (With GST). This one-time cost shall give a perpetual membership of the Sargam Club to the Allottee but does not include the recurring periodic or other charges applicable to the use of the Sargam Club.
- (b) Allottee's fixed share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel and its cabling for power connection in the Unit as well as the Common Areas amounting to Rs..... (Rupees ..... Only) (With GST). This one-time cost does not include (a) the recurring periodic or other electricity consumption charges and costs payable by the Allottee and/or (b) any security deposit payable to CESC Limited or any other Electricity Provider and the same shall be separately payable by the Allottee as demanded by the Promoter/Association/Facility Manager. The Allottee shall have to directly apply for and pay all expenses and outgoings including any security deposit required for obtaining individual electric meters for the Said Unit
- (c) Allottee's fixed share of costs, charges and expenses for generator and its cabling for providing backup power in respect of (i) certain amenities and facilities forming part of the Common Areas to the extent of Common Area Lighting and one lift in each Tower and (ii) allocating power for running the basic electric appliances like fan and light in the Unit, amounting to Rs..... (Rupees Only) (With GST). This one-time cost does not include the recurring periodic or other running, operational, maintenance, repair and replacement charges

payable by the Allottee in respect of generator. The Promoter has presently planned a power back-up from the generator of ..... Watts in the case of Type A Flat, ..... watts in case of Type B, Type B1 and Type C Flat and ..... Watts in case of Type D, Type D1 and Type E Flat and the Promoter may vary such power back-up in any Type of Flat or all or any of them as the Promoter may at its sole discretion decide. The fixed share of cost paid by the Allottee and the power backup being provided is as per the sole discretion of the Promoter and the Allottee shall never raise any dispute whatsoever in this matter.

- (d) Legal costs and charges in respect of preparation and registration of this agreement and the Conveyance Deed to be executed in pursuance hereof amounting to Rs..... (Rupees Only) (With GST).
- (e) Advance Maintenance Charges for a fixed period of 24 months from the date of issuance of Occupancy Certificate in respect of the Building amounting to Rs. .... (Rupees Only) (With GST)

11.2.2 **Deposit:** A security deposit ("**Deposit**") amounting to Rs..... (Rupees Only) as security for payment of outgoings pertaining to the Designated Apartment payable by the Allottee from the liability commencement dates stipulated herein. This Security Deposit alongwith the security deposit that may be paid by the Allottee as per clause 11.2.3(e) hereto shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Allottee) upon completion of the Project or earlier if the Promoter so decides.

11.2.3 In connection with the Additional Costs and Deposit payable by the Allottee as aforesaid, it is agreed by and between the parties hereto as follows:-

- (a) The amounts of Additional Costs and Deposit do not include the Goods & Service Tax and any other tax, levy, cess by any name called (including 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 from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment. 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.
- (b) 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 in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.

- (c) Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds amounting to Rs. .... (Rupees Only) (with GST) shall be paid to the Promoter by the Allottee.
- (d) The amounts of Additional Costs do not include any fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees or any new levy or imposition in respect of transaction of sale and purchase of flats with or without parking facility and appurtenances, and if the same are made applicable or levied, the Allottee shall be liable to pay the same at the applicable rates and within the prescribed time therefor.
- (e) Proportionate share of the security deposit in respect of the electric meter/s for lighting and operation of the Common Areas.
- (f) None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof.

11.2.4 The payment of Other Costs and Deposits by the Allottee shall be as per the Payment Plan. If nothing is mentioned in the Payment Plan, the concerned amount shall be paid by the Allottee to the Promoter within 15 (fifteen) days of being demanded by the Promoter from the Allottee.

### **11.3 Maintenance In-charge:**

- 11.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.
- 11.3.2 The Promoter may, if it so consider proper, enable the merger of the multiple associations in respect of the Project and any other projects in the Future Phase Lands or any part thereof or formation of a federation, syndicate or organization of all the associations for dealing with the matters of common interest.
- 11.3.3 **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 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 Units 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.

**11.3.4 Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").

#### **11.4 Common Areas Related:**

11.4.1 The Buildings and the Project shall contain certain Common Areas as specified in Section I of the **PART-IV** of the **SCHEDULE A** hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. The Common Areas mentioned in Section II of **PART-IV** of **SCHEDULE A** shall be for use and enjoyment of the allottees of the Project and also of the allottees of the project at the Phase 1A Land and 1B Land in common with the Owner, the Promoter and other persons permitted by the Promoter including allottees of Future Phases or any of them as the Promoter may decide.

11.4.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

11.4.3 Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

11.4.4 The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Unit in favour of the Allottee, then the

transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

### **11.5 Unit Related:**

- 11.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit-out or other activity.
- 11.5.2 **Transfers by Allottee:** The Allottee may only after a period of 36 (Thirty six) months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @5% (Five percent) of the Total Price (excluding Other Costs and Deposits and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs.5000/- with applicable GST) and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @5% (Five percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owner or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owner or the Promoter or to which the Owner or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be

payable by the Allottee in advance to the Owner and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of Thirty six months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

### 11.5.3 Area Calculations:

- (a) **Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- (b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (c) **Double Height Balcony Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
- (d) **Built-up Area:** The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built- up area of the Double Height Balcony includes the Double Height Balcony Area including the thickness of the parapet walls thereof and one-half of partition walls.
- (e) **Unit Area for Common Area Maintenance ("CAM"):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the chargeable area for maintenance shall be ..... Square feet more or less.
- (f) The Allottee shall apply for and obtain the individual electric meter from CESC Limited within 1(one) month from the date of receiving a written intimation from the Promoter as per clause 7.2 above.

- 11.6 **Housing Loan by Allottee :** In case the Allottee is desirous of obtaining any housing loan or finance or availing the benefits under Subsidy Scheme for payment of the consideration envisaged herein, he/she shall be at liberty to choose any Bank or financial Institution to get the same. However, 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 or Bank or Financial Institution whom the Allottee has approached for availing such any housing loan or finance or the benefits and the Promoter or its directors, men agent and staff shall not have any liability or responsibility in this regard. The Promoter or the Owner or any of their agent or representative have neither referred the Allottee to any Bank nor they have represented or assured the allottee about the grant of any such loan or finance or subsidy to the allottee and they shall not be held responsible in any manner if any loan or finance or subsidy is not granted or disbursed to the allottee. The eligibility

and disbursement of any loan or finance or subsidy is solely at the discretion of the concerned bank/financial Institution or Nodal Agency appointed by Government of India for the same and the Promoter shall have no responsibility, liability or accountability, inter alia, in connection with the sanction and disbursement of such loan/finance or the benefit of the any subsidy. 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.

### **11.7 Parking Facility Related:**

- 11.7.1 In addition to those contained in clause H above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in **PART-IV of Schedule A** hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the allottees of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those allottees who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.
- 11.7.2 The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement.
- 11.7.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- 11.7.4 Any scheme of numbering of 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;
- 11.7.5 The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

### **11.8 Sargam Club and Shared Facilities Related:**

- 11.8.1 **Users:** The Allottee shall have the right to use Shared Facilities and the Sargam Club in common with the Owner, the Promoter and other Co-owners of the Project and Other Phases and the projects that may be developed on Future Phase Lands or any part thereof, as the Promoter may in its sole discretion decide from time to time, and other persons permitted by the Promoter. The Allottee hereby unconditionally accepts the proposed usage of the Sargam Club in common by the allottees of the Project as well as by

the owners and occupiers of the projects to be constructed on the Future Phase Lands or any of them, as the Promoter may in its absolute discretion decide and to the other stipulations, terms and conditions as also contained in clause H above with regard to the Sargam Club and the Shared Facilities, and shall not, under any circumstances, raise any objection or hindrance to such common use.

- 11.8.2 **Naming:** The name 'Sargam Club' may be changed by the Promoter at any time and upon such change the expression "Sargam Club" wherever used in this agreement shall mean and refer to the changed name.
- 11.8.3 **Facilities:** The conveniences, amenities and facilities of the Sargam Club shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities, as per current planning, of the Sargam Club has been provided in Sl. No. 2 of **PART-V** of **Schedule A** hereto. However, notwithstanding anything contained in Sl. No. 2 of **PART-V** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Sargam Club and the same may also from time to time be varied at the sole discretion of the Promoter.
- 11.2.1 **Sargam Club Costs:** All costs and expenses for and relating to the Sargam Club (including the cost of the Club Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project and Other Phases and allottees of those projects in the Future Phase Lands (or any part thereof) as may be granted membership in the Sargam Club by the Promoter. It is clarified that the liability of the allottees of the projects in Future Phase Lands shall commence only from the date when the membership of the Sargam Club is granted to them.
- 11.8.4 **Membership Obligation of Allottee:** Membership of the Sargam Club shall be mandatory and compulsory for the allottees of the Project. The Membership shall in case of joint allottees be given to only one amongst them as they may nominate and if such nomination is not made then the first named Allottee shall be the member of the Sargam Club. The Allottee further accepts and confirms that (i) membership of the Sargam Club shall only be for the allottees of the residential apartments, (ii) each apartment shall be entitled to one 1 (one) membership only 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 or an organization or entity, it will be required to nominate 1 (one) individual authorized representative who is also the resident of the concerned apartment for being admitted to membership of the Sargam Club, (iv) the Sargam Club 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 sale or transfer of the Designated Apartment, the membership of the transferor Allottee will automatically stand transferred in favour of such transferee at the then applicable Club Rules with cessation of membership or right of use of the transferor Allottee and (vi) if the Allottee let out his/her apartment, he/she may request for a temporary suspension of his/her usage right of the Sargam Club and permission for usage of the Sargam Club by the tenant under his/her membership. The Allottee agrees and confirms that the membership of the Sargam Club shall under no circumstances be separately conveyed.

- 11.8.5 **Commencement of Operation of the Sargam Club:** The Promoter shall commence the operation of portion of Sargam Club within the Phase 1C Land only upon completion of construction of all the buildings at the Project and those within the Other Phases upon completion of construction of all buildings thereon. In case the Allottee takes possession of the Unit before the commencement of operation of the Sargam Club, the Allottee shall not raise any objection or dispute on the non- commencement of operation thereof or make any demand for such commencement. The Promoter may at its discretion commence the operation of the Sargam Club earlier than the period stipulated hereinabove in this clause. The Allottee accepts and confirms that the date of completion of construction of the Designated Apartment or possession thereof by the Allottee shall have no connection and correlation with the Sargam Club becoming operational and that the Allottee shall not raise any claim or objection in this regard.
- 11.8.6 **Administration of the Sargam Club:** The Allottee agrees and confirms that the Sargam Club (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Club Manager**") for the management and administration of the Sargam Club and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Sargam Club. The Association and the associations of allottees on Other Phase and Future Phase Lands who are given membership rights by the Promoter in the Sargam Club shall jointly be given the responsibilities in respect of the Sargam Club at such time and on such terms and conditions as the Promoter may deem fit and proper.
- 11.8.7 **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 as provided in clause 11.2.1 (a) hereto for providing membership to the Sargam Club.

- (b) The Allottee shall have to pay a fixed annual subscription for membership of the Sargam Club, which shall be determined by the Promoter at the time of opening of the Sargam Club and the same at the sole discretion of the Promoter shall be in addition to the Maintenance Charges and proportionate Common Expenses payable by the Allottee.
- (c) The Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Club Manager/Associations for and on account of the facilities, which would be made available at the Sargam Club for use of the same by the members on "Pay and Use" basis.

11.8.8 **Further and Fuller Terms:** Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Sargam Club are 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 Sargam Club and its facilities will be formulated by the Promoter in due course and circulated to members before the Sargam Club is made operational. The Allottee agrees and accepts to abide by the same.

#### **11.9 Overall Project Related :**

11.9.1 **Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-IX of SCHEDULE A** hereto.

11.9.2 **Roof:** The Roof of the Buildings shall be part of the Common Areas. If elevated shaded space is provided on a portion of the rooftop, the same shall be used by the Association of Allottees as a Community Space for gatherings and functions. The toilet and bathroom or any other room on the roof shall be part of the Community Space.

11.9.3 **Temporary Electricity Connection related:** In case the Allottee fails to obtain electricity meter from CESC Limited in respect of his Unit before the date of delivery of possession thereof to the Allottee and the Allottee requests for temporary connection, then the Promoter may, subject to availability, provide the same on the following conditions:

- (a) 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 Unit from CESC Limited, whichever be earlier.
- (b) The temporary connection shall be for power of not exceeding 1 (one) kva.
- (c) The Allottee shall alongwith request for temporary electric connection

be liable to pay to the Promoter (i) non-refundable installation charge of Rs. 1000/- and (ii) deposit of Rs. 10,000/- (Rupees ten thousand) only in respect of his Unit. The said deposit of Rs. 10,000/- 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 CESC Limited.

- (d) In case the Allottee fails to make payment of the bills raised by the Promoter/Association/Facility Manager in respect of temporary connection in terms of clause 11.12(c) hereto within the due date thereof, 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.

11.9.4 **Non Obstruction in Project:** The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

11.9.5 **Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% percent of the Co-owners (other than the Owner or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

11.9.6 **Construction Finance:** The Promoter has taken construction finance for construction of the Project from Kotak Mahindra Investments Limited by mortgaging the Project Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

11.9.7 **Architect:** Unless changed by the Promoter, Messrs. Espace of Kolkata shall be the Architect for the Project.

#### **11.10 Future Expansion Related:**

11.10.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

11.10.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities

mentioned in **Part-IV** of **Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

- 11.10.3 The Allottee accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Other Costs or Deposits payable by the Allottee hereunder shall not vary thereby.
- 11.11 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Allottee shall be obliged and responsible to comply with strictly:-
- 11.11.1 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 11.11.2 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- 11.11.3 Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.11.4 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 11.11.5 Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and

other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

- 11.11.6 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.11.7 not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Buildings at the Project or the Project Land save the battery operated inverter inside the Unit.
- 11.11.8 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 11.11.9 to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Howrah Municipal Corporation, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.11.10 to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Unit 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 Project. 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 Building.
- 11.11.11 not to sub-divide the Unit and space for Parking Facility under any circumstances.
- 11.11.12 not use or permit to be used the Unit or the Common Areas or the Parking Facility, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the 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 Project.
- 11.11.13 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Parking Facility, if any and the Common Areas.
- 11.11.14 not to 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.

- 11.11.15 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.11.16 not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever 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 as aforesaid.
- 11.11.17 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.11.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.11.19 the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) or at any Future Phase Lands or at the Club Land or Shared Facilities nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-
- (a) The Allottee shall use only the space for Parking Facility identified for him as per **PART-III** of **SCHEDULE A** hereto for parking;
  - (b) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 5 mtrs x 2.5 mtrs or 134.55 square feet more or less) and/or two wheeler (but not exceeding the size of 2.5 mtrs x 1 mtr or 26.91 square feet more or less), as the case may be. In case the area as mentioned in the stamp duty assessment slip is more than what is mentioned in this clause, the area mentioned in this clause shall prevail inasmuch as the same is the agreed usable area between the parties and the higher area mentioned in the stamp duty assessment slip is the requirement of the registering authority for the purpose of assessing the stamp duty and registration fees.
  - (c) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (d) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to

him.

- (e) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.
- (f) The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.
- (g) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- (h) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
- (i) In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.
- (j) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if allotted to the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Promoter or the Maintenance-in-Charge 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.

11.11.20 In case the Allottee is granted the exclusive right to use any Double Height Balcony as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Double Height Balcony shall be subject to the following conditions:-

- (a) to use the Double Height Balcony for the purpose for which it has been sanctioned and in a decent and respectable manner and keep

the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.

- (b) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
- (c) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (d) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Double Height Balcony or at any place in the said Double Height Balcony so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (e) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Double Height Balcony nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Double Height Balcony or anywhere at the Project Land.
- (f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Double Height Balcony and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
- (g) not to transfer or assign or part with their right of use of the Double Height Balcony or part with the possession of the said Double Height Balcony, independent of the Designated Apartment and vice versa.
- (h) not to sub-divide the Double Height Balcony in any manner.

11.11.21 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

11.11.22 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Unit free from all hazards relating to fire.

- 11.11.23 to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.
- 11.11.24 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 11.11.25 not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the Parking Facility, if any.
- 11.11.26 not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
- 11.11.27 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.
- 11.11.28 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- 11.11.29 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 11.11.30 to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owner and the Promoter and all other persons entitled thereto.
- 11.11.31 to use the Common Areas, the Sargam Club and the Shared Facilities with due care and caution and not hold the Owner or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, the Sargam Club and/or the Shared Facilities by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Sargam Club.
- 11.11.32 not to make any construction or addition or alteration or enclose any Common Areas, the Sargam Club and/or the Shared Facilities nor display

any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

- 11.11.33 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, the Sargam Club and the Shared Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.11.34 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.11.35 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.11.36 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 11.11.37 not to change/alter/modify the names of the Project and/or any of the Buildings therein or at any Future Phase Lands from those mentioned in this Agreement.
- 11.11.38 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- 11.12 **Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-
- (a) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Unit, Parking Facility and/or Designated Apartment directly to the Howrah Municipal Corporation, BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the

## Project Land.

- (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.
- (c) Electricity charges for electricity consumed in or relating to the Unit directly to the CESC Limited in respect of the individual meter for the Unit. It is clarified that in case temporary electricity connection is provided by the Promoter to the Allottee in respect of the Unit, then the Allottee shall be liable to pay to the Promoter or person nominated by the Promoter, the electricity Charges for the electricity consumed or allocated (whichever be higher) for the said Unit at the rates which shall be charged by the CESC Limited alongwith service charge equivalent to 20% of such electricity charges. Such electricity and related charges for the temporary electricity connection for the Unit shall be payable within 7 days of receiving the bills raised by the Promoter/its nominee in respect thereof.
- (d) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in **PART-VII** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.\_\_\_\_\_ (Rupees ....) only per Square foot per month of the Unit Area for CAM mentioned in clause 11.5.3 (e) above. The said minimum rates shall be subject to increases from time to time as be deemed fit and proper by the Maintenance In- charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.

- (g) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

11.12.2 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

11.12.3 The maintenance charges does not include any payment or contribution towards the Sargam Club payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Parking Spaces including MCP and the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and/or MCP and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

11.12.4 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.

11.12.5 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the

membership and use of the Sargam Club shall be suspended and the Maintenance-in-charge and Club Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

11.12.6 The Allottee shall be and remain responsible for and to indemnify the Owner, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non- fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

11.12.7 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs..... (Rupees ....) only per Square feet per month of the carpet area of the Unit towards withholding charges.

11.12.8 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of .... from the date of the Completion Certificate.

11.12.9 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VII** of

**SCHEDULE A** hereto.

11.13 **Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause H above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause H above and/or the following rights and authorities at any time and from time to time hereafter:-

11.13.1 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. 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", "Solaris" and /or "Solaris City" etc., ("**Said Signage**") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Project and also the boundary walls of the Project. 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 if the Said Signage is illuminated, the Promoter 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 affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "Eden/Eden Realty/Solaris/Solaris City" 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 Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

11.13.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television,

internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

11.13.3 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

11.13.4 **Receipts and TDS:** All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment. Any TDS under the Income Tax Laws, if deducted shall be deposited by the Allottee within time failing which the Allottee shall not only be liable for the consequences under the applicable tax laws, but also be defaulter in such payment to the Promoter hereunder and for all consequential losses to the Promoter and pay to the Promoter interest @18% per annum thereon. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Allottee. The Allottee has satisfied himself about all such rights of the Promoter.

## **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 by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the

parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty ) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the Designated 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 In-charge (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 In-charge from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance In-charge/maintenance agency/Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Designated 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 or for inspection and requiring the Allottee to remedy any want of repair.

**15. USAGE:**

**Use of Basement (if any) and Service Areas:** The basement(s) (if any) and service areas if any located within the Project shall be ear-marked 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) (if any) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

The Allottee shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Designated Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Designated Apartment at his/ her 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 Project after the occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this agreement and/or in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- 19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.
- 19.2 However, the Promoter shall be entitled to securitize 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.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

**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 registration of the same before the concerned registering authority 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 appear before the registering authority 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, allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the booking amount(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 , paid or payable by or applicable upon the Allottee, with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

understandings, brochure, any other agreements, application form, provisional and/or final allotment letter, correspondences and related documentations, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

**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 ALLOTTEES:**

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 Designated Apartment and the Project and/or projects on Future Phase Lands, if any, shall equally be applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated 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 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 allottees.
- 25.2 Failure on the part of the Promoter 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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee 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 Rules 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 has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which

the carpet area of the Unit bears to the total carpet area of all the apartments/units in the Project.

**28. FURTHER ASSURANCES:**

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, which may be mutually agreed between the Promoter and the Allottee, in Howrah after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional/Sub Registrar. Hence this Agreement shall be deemed to have been executed at Howrah.

**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 and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below :

Name of Allottee: .....

Allottee Address: .....

Email id of Allottee: .....

Promoter Name: **EDEN REALTY VENTURES PRIVATE LIMITED**

Promoter Address: 7, Jawahar Lal Nehru Road, Police Station- New Market, Post Office Dharmatala, Kolkata-700 013.

Email id of Promoter: registration@ervpl.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

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 allottees.

**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 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 or as amended from time to time and all disputes and differences relating to the Designated Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata and Howrah only.

**34.** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto and such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

**IV. IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Howrah (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(i) Signature\_\_\_\_\_ Name: .....

Address: .....

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature\_\_\_\_\_ Name: .....

Address: 7, Jawahar Lal Nehru Road, Police Station- New Market, Post Office Dharmatala, Kolkata-700 013

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

Signature \_\_\_\_\_

Name: .....

Address: 7, Jawahar Lal Nehru Road, Police Station- New Market, Post Office Dharmatala, Kolkata-700 013

At Howrah on \_\_\_\_\_ in the presence of:

WITNESSES :

1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

**SCHEDULE 'A' ABOVE REFERRED TO:**

**PART-I PROJECT LAND**

**All That** the pieces and parcels of land measuring about .... Sqm or ..... **Acres** more or less situate lying at and being L.R. Dag Nos. .... recorded in L.R. Khatian Nos. .... in Mouza Shibpur, J.L. No.1 Sheet Nos. ...., being a portion of Municipal Premises No. 39/1, Shalimar Road under Police Station Shibpur, Ward No. 39, within the limits of Howrah Municipal Corporation, District Sub-Registration Office Howrah, District Howrah, West Bengal- 711103 together with appurtenant ....% undivided share in the Club Land as described in Sl. No. 1 of Part V below.

**PART-II UNIT**

**ALL THAT** the flat being Unit No. .... of Type .... containing a carpet area of ..... Square

feet more or less alongwith balcony with a carpet area of ..... Square feet more or less and a total built-up area of Unit (including Balcony) of ..... Square feet more or less on the ..... floor under zone\_\_\_\_\_of the Tower .... named ..... of the Project at the Project Land.

The Said Unit is shown in the map/plan annexed hereto and marked with RED border being a part of Schedule B.

### **PART-III PARKING FACILITY**

It is expressly mentioned that no right to park any car or other vehicle has been agreed to be granted to the Allottee hereunder

### **PART-IV COMMON AREAS SECTION I**

#### **A. Common Areas In The Building/ In The Project**

- (i) Entrance Lobby of each Tower/block at the ground level of the Buildings
- (ii) Staircases, landings and passage and stair-cover on the ultimate roof of the Buildings.
- (iii) One or more Service rooms of the Buildings as the Promoter may identify to be part of Common Areas.
- (iv) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift/s of the Buildings.
- (v) Lift, with machineries accessories and equipments and lift well for installing the same in Buildings.
- (vi) Electrical installations with main switch and meter and space required therefor of the Buildings and space for Common Electric Meters.
- (vii) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Buildings.
- (viii) Waste water and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Buildings and thereafter to the municipal drains.
- (ix) Septic Tank if any.
- (x) Portion of Roof as may be identified by the Promoter as Common Roof of the Buildings which shall inter alia include solar panel area if and to the extent provided and other signage/installation areas where the Allottees shall have only no/curtailed/limited access and uses as decided by the

Maintenance In- charge and subject to the exceptions and reservations contained herein

- (xi) Common Toilets, if any in the ground floor or the roof of the Buildings.
- (xii) Fire Detection & Protection System, Fire Refuge Platform and Staircase as per WBFES recommendation.
- (xiii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

## **SECTION II**

### **B. Common Areas at the Project and to be also used in common by the Allottees of the project at the Other Phases and Future Phases (as permitted by the Promoter):**

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Drainage and sewage pipeline and STP
- (v) Water Treatment Plant
- (vi) Underground water reservoir
- (vii) Underground water reservoir for Fire Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (viii) Manholes and pits.
- (ix) DG Set, its panels, accessories and wirings and space for installation of the same.
- (x) Landscape areas (soft and hard) with beautification, Trees, Water Fountains and other installations and features, if any, Play areas, Badminton Court/s, Central Lawn, jogging/ walking tracks, artificial sand lay-back area, Meditation Lawn.
- (xi) Waterbody with beautification/promenade/cabana and deck/s, installations and facilities thereat.
- (xii) Rooftop Solar Panel and area for its Installation.

- (xiii) Visitor's Car Parking Area to the extent identified by the Promoter at the Project
- (xiv) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

#### **PART-V SARGAM CLUB FACILITIES**

**1. All That** the pieces and parcels of land measuring about ..... **Square Meters** more or less lying at Mouza Shibpur, J.L. No.1 Sheet No. ...., L.R. Khatian No. ...., L.R. Dag Nos. .... being a portion of Municipal Premises No. 39/1, Shalimar Road under Police Station Shibpur, Ward No. 39, within the limits of Howrah Municipal Corporation, District Sub-Registration Office Howrah, District Howrah, West Bengal- 711103.

#### **2. Amenities in Solaris Shalimar Phase 1A and upon the erection, Buildings at Phase 1C Land**

Gymnasium Swimming Pool Changing Rooms Massage Room  
Banquet cum Kala Kendra Indoor Games  
Outdoor Gymnasium

#### **PART-VI SHARED FACILITIES**

1. The common entry/exit gates with network of driveways and pathways connecting the Project with the Future Phase Lands or any of them
2. Certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions common to the Project with the Future Phase Lands or any of them
3. Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
4. Boundary Wall.
5. Security Points/Guards

#### **PART-VII COMMON EXPENSES**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Buildings including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, the Shared Facilities including lifts, generators, intercom, CCTV, water pump with motors, Security Guard, STP, WTP, drainage, electrical lines and Cables, roadways, pathways, and the parking spaces including MCP and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Allottee in common.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc) and also the costs of repairing, renovating and replacing the same and also the Parking Spaces including MCP.
3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the Common Purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project Land (save those assessed separately in respect of any Unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Maintenance In-charge for the Common Purposes.

#### PART-VIII CHAIN OF TITLE

1. One Maharaja Sris Chandra Nandy (since deceased) was fully seized and possessed of and otherwise well and sufficiently entitled to, amongst other properties, All That the Project Land together with the right of passage leading thereto from Swarnamoyee Road over 25 feet wide strip of land together with the right of easements and appurtenances belonging thereunto.
2. By and under an Indenture of Lease dated 25<sup>th</sup> July, 1947 (hereinafter referred to as "the **said Lease**") and registered at the office of the Registrar of Assurance Calcutta in Book No. I, Volume no. 98 at Pages 125 to 141, Being no. 3207 for the year 1947 the said Maharaja Sris Chandra Nandy granted a lease in respect of,

amongst other properties, the Project Land in favour of The Hanuman Estates Limited (hereinafter referred to as "**Hanuman**") for a period of 99 years commencing from 1<sup>st</sup> April 1942 on the terms and conditions contained therein.

3. On or about 23<sup>rd</sup> February, 1952 the said Maharaja Sris Chandra Nandy died intestate leaving behind him surviving his wife (Smt.) Nelima Probha Nandy and his only son Somendra Chandra Nandy as his only heirs and legal representatives who both upon his death inherited and became entitled to, amongst other properties, the Project Land, absolutely.
4. The said (Smt.) Nelima Probha Nandy and Somendra Chandra Nandy had jointly become the owners and fully seized and possessed of and otherwise well and sufficiently entitled to, amongst other properties, the Project Land each having equal fifty per cent share.
5. By and under an Indenture dated 21<sup>st</sup> June 1963 (hereinafter referred to as "**the said Sub-Lease**") and registered at the office of the Registrar of Assurance Calcutta in Book No. I, Volume no. 119, Pages 139 to 152, Being no. 3703 for the year 1963, Hanuman had sub-leased, amongst other properties, the Project Land to Asiatic Oxygen Limited for the residue of the said period of ninety-nine years on the terms and conditions contained therein.
6. The said Smt. Nelima Probha Nandy died intestate on 10<sup>th</sup> February 2002 leaving her surviving her son, the said Somendra Chandra Nandy as her only heir and legal representative who upon her death inherited and became entitled to, amongst other properties, the entirety of the Project Land, absolutely.
7. By and under a Deed of Surrender dated 3<sup>rd</sup> September, 2012 registered at the office of the District Sub-Registrar, Howrah in Book no. I, C.D. Volume No. 21, at Pages 4299 to 4311, being No. 07715 for the year 2012, the said Asiatic Oxygen Limited irrevocably and absolutely surrendered the said Sub-Lease together with all its entire estate, right, title, interest, entitlement, possession, claim and demand whatsoever in the Project Land under the said Sub-Lease and/or by operation of law and/or otherwise in any manner whatsoever in favour of Hanuman and the same accordingly stood absolutely vested in Hanuman.
8. By and under a Deed of Surrender dated 3<sup>rd</sup> September, 2012 registered at the office of the District Sub-Registrar, Howrah in Book no. I, C. D. Volume No. 21, at Pages 4312 to 4327, being No. 07716 for the year 2012, Hanuman irrevocably and absolutely surrendered the said Lease together with all its entire estate, right, title, interest, entitlement, possession, claim and demand whatsoever (including those which it became entitled to by virtue of the Deed of Surrender of Lease by Asiatic Oxygen Limited) in the Project Land under the said Lease and/or by operation of law and/or otherwise in any manner whatsoever in favour of the said owner Somendra Chandra Nandy and the same accordingly stood absolutely vested in the said Somendra Chandra Nandy.
9. By and under an Indenture of Conveyance dated 3<sup>rd</sup> September, 2012 registered at the office of the District Sub-Registrar – Howrah in Book No. I, CD Volume No. 21,

Pages 4328 to 4349, Being No. 07717 for the year 2012, the said Owner Somendra Chandra Nandy for the consideration therein mentioned sold, transferred and conveyed unto and in favour of Messrs. Ideal Riverview Projects Private Limited (the Owner hereto) amongst other properties, the Project Land, absolutely and forever.

10. As per the Indenture of Conveyance dated 3<sup>rd</sup> September, 2012 the total area conveyed therein is 63 Bighas 9 Cottahs 4 Chittacks (equal to 20.9793 Acres) but the available physical area as per land record and mutation under the WB Land Reforms Act is 18.3229 Acres. Neither the remaining portion is mutated and/or recorded in the name of the Owner nor was the Owner in physical possession thereof.
11. The Owner hereto duly got its name mutated as the Owner in respect of amongst other properties, the Project Land in the records of the Howrah Municipal Corporation and further duly applied for and got the 2(two) premises being Premises Nos.39/1 and 39/2, Shalimar Road amalgamated and renumbered as Premises No.39/1, Shalimar Road in the records of the Howrah Municipal Corporation vide Memo No.495/13-14  
A.I. dated 17th April, 2013.
12. The Owner hereto has also caused to be mutated its name in respect of the Project Land in the records of the concerned B.L & L.R.O under the provisions of West Bengal Land Reforms Act 1955. The name of the Owner is recorded as Raiyat in the Records of Rights published under the said Act of 1955 under (i) L.R. Khatian No. 170 in respect of dags comprised in Sheet No. 169 of Mouza Shibpur, (ii) L.R. Khatian No. 9 in respect of dags comprised in Sheet No. 170 of Mouza Shibpur, (iii) L.R. Khatian No. 15 in respect of dags comprised in Sheet No. 179 of Mouza Shibpur and (iv) L.R. Khatian No. 17 in respect of dags comprised in Sheet No. 180 of Mouza Shibpur.
13. By the Development Agreement the Owner, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land by constructing the Buildings thereat or any part thereof or at the Future Phase Lands for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owner and the Promoter as follows:-
  - i. The Project Land shall be developed in one or multiple phases at the discretion of the Promoter.
  - ii. The consideration receivable from sale of Multiple Units (including the Unit) and other transferable areas shall belong to the Owner and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
  - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owner and the Promoter shall separately pay to the Owner the share

of the Owner in the same.

- iv. The Owner would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
14. By Power of Attorney dated 31<sup>st</sup> March 2020 and registered with Additional District Sub-Registrar, Howrah in Book I Volume No. 0502-2021 Pages 138665 to 138692 Being No. 050203556 for the year 2021, the Vendor appointed the Promoter's authorized representative named therein as its constituted attorney as and for the purposes mentioned therein.
  1. The plans for construction of the Buildings at the Project has been sanctioned by the Howrah Municipal Corporation vide Building Permit being BRC No. 356/19-20 dated 04<sup>th</sup> February 2020 as modified on 144/21-22.

#### **PART-IX SPECIFICATIONS**

Structure	RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Autoclaved Aerated Concrete Blocks for both external and internal walls.
Exteriors	Cement plaster, Low VOC waterproof cement-based paint.
Flooring Balcony.	Tiled Flooring in Bedrooms, Living/Dining. Anti-skid tiled Flooring in
Interiors Skin	Coat-Engineered plaster/gypsum plaster inside flats or P.O.P/Putty punning over cement plaster inside flats.
Kitchen	Tiled flooring Cuddapah /Green Marble Kitchen counter; Stainless Steel sink, Glazed Tiles dado on the walls above Kitchen counter up to a height of 600 mm from the counter; CP fittings of reputed make.
Toilets	Anti-skid Tiles on floor; Glazed Tiles dado on the walls ; Ceramic wash basins; Western WC and CP fittings of reputed make, PVC door frame and shutter
Doors	Wooddoor frames, Solid core/Engineered Wood flush shutters. Windows  Anodised Aluminium/UPVC Frames with fully glazed shutters.
Roof	Waterproofed, Tiled flooring
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.

Plumbing Internal concealed plumbing.

### **Common Lobby and Area**

Flooring Vitrified Tiles in lobbies on all floors. VDF Flooring/ Paver Block/ Chequered Tiles in Covered Car Park. Grass track Paver/ Paver Block/ Bituminous Surface in Open Car Park.

Interiors Skin Coat-Engineered plaster/gypsum plaster/ OBD painting over P.O.P/ Putty punning on cement plaster.

Stairs Indian Patent Stone Flooring / Epoxy coating; MS/Brick railing with MS pipe handrail.

Lift Facia Granite / marble/ Tiles in ground floor and Skin Coat-Engineered plaster/gypsum plaster/ OBD painting over P.O.P/ Putty punning on cement plaster on rest of the floors.

Power Backup Emergency power backup for Common Area Lighting and lifts. Emergency power backup in each flat as specified in Clause 11.2.1 (c)

### **SCHEDULE 'B' ABOVE REFERRED TO**

### **MAP ONE (SITE AND ADJOINING LOCATION) – APPENDIX 1 MAP**

### **TWO (UNIT) – APPENDIX 2**

SCHEDULE 'C' ABOVE REFERRED TO: **PART-I**

### **TOTAL PRICE**

	Flat Type		
	Payment Plan		
1	Total Price (Unit) with GST (Rs.)		
1.1	The rate per sq ft of the Unit (Carpet Area) is Rs. ....		

2.	Total Cost of Parking Facility with GST (Rs.)	Open Car	Covered Car	Two wheeler	GST
		Not Applicable	Not Applicable	Not Applicable	Not Applicable
	Total				

## PART-II OTHER COSTS

		Installment Payment (Rs.)	
		Amount (Rs)	GST (Rs)
1	Club Charge as per clause 11.2.1 (a)		
2	Transformer/ Cabling Expenses as per clause 11.2.1 (b)		
3	DG and Allied Expenses as per clause 11.2.1 (c)		
4	Legal Charges as per clause 11.2.1 (d)		
5	Advance Maintenance Charge as per clause 11.2.1 (e)		
6	Total Extra Charges		

- Miscellaneous Registration Charges as per clause 11.2.3 (c) is not forming the part of Other Cost and shall have to be paid separately at each instance of registration.

## PART-III PAYMENT PLAN

Instalment Payment Plan	
Timeline	Amount Payable
At the time of Allotment (Booking Amount)	10% of Total Price and Taxes and Other Costs

On registering the Agreement for Sale	10% of Total Price and Taxes and Other Costs
Within 15 days of commencement of Piling of the Designated Building	10% of Total Price and Taxes and Other Costs
Within 15 days of commencement of Foundation of the Designated Building	10% of Total Price and Taxes and Other Costs
Within 15 days of Casting of ground floor slab of the Zone of the Designated Building	5% of Total Price and Taxes and Other Costs
Within 15 days of Casting of second floor slab of the Zone of the Designated Building	5% of Total Price and Taxes and Other Costs
Within 15 days of Casting of the fifth floor slab of the Zone of the Designated Building	5% of Total Price and Taxes and Other Costs
Within 15 days of Casting of eighth floor slab of the Zone of the Designated Building	10% of Total Price and Taxes and Other Costs
Within 15 days of Casting of the tenth floor slab of the Zone of the Designated Building	10% of Total Price and Taxes and Other Costs
Within 15 days of Casting of the roof slab of the Zone of the Designated Building	10% of Total Price and Taxes and Other Costs
Within 15 days of completion of Flooring of the Unit	10% of Total Price and Taxes and Other Costs
Within 30 days of receiving intimation from the Promoter to take possession of the Unit	Remaining Balance of the Total Price and Taxes and Other Costs plus Security Deposit

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

BETWEEN

**EDEN REALTY VENTURES PRIVATE  
LIMITED**

....PROMOTER

AND

....ALLOTTEE

**IDEAL RIVERVIEW PROJECTS  
PRIVATE LIMITED**

....OWNER

**AGREEMENT**

**(Unit No. .... Tower .... Block ....)**

Advocates