

Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

FORMAT SALE DEED

This Sale Deed (Sale Deed) executed on this _____ (date) day of _____(Month), _____(year).

By and Between

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 _____, Kolkata-700 071 (having CIN _____ and PAN AACCI6117P) represented by their Constituted Attorney Eden Realty Ventures Private Limited {represented by its Authorized Signatory Mr. _____(having Aadhaar No. _____ and PAN _____) son of _____ working for gain at _____, Police Station Bowbazar, Post Office Princep Street, Kolkata – 700 072} hereinafter referred to as the "**Vendor**" (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) of the **FIRST PART**;

AND

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 _____, Kolkata-700 013 (**having CIN _____ and PAN AAACL9697H**); represented by its **Authorized Representative _____ (having Aadhaar No. _____ and PAN _____)** son of _____ working for gain at _____, Police Station _____, Post Office _____, Kolkata – _____, 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) of the **SECOND PART**;

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____)

_____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

of the **THIRD PART.**¹

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

WHEREAS:

- A. The Vendor 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 and shown by "Blue" colour in the **Map One** annexed hereto ("**Phase 1B Land**"). The facts about the Vendor deriving title to the Phase 1B Land is mentioned in **PART-VIII of Schedule A** hereto. The Vendor and the Promoter have entered into a development agreement dated 26th 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**")

¹ Depending upon the circumstance – Association may be added as party

whereby the Vendor has granted the right to the Promoter to develop the Phase 1A Land alongwith other lands at the consideration and on the terms and conditions therein contained.²

- B. A portion of the Phase 1B Land measuring about _____ square meter more or less as mentioned in **PART-V of SCHEDULE A** hereto is earmarked for the purpose of erection of a Club building to contain multi facilities meant for use by the owners and occupiers of the Project as well as future phases or any of them, at the sole discretion of the Promoter, as morefully contained hereinafter ("**Sargam Club**")³.
- B1. The remaining portion of the Phase 1B Land measuring about _____ Square meter more or less described in **PART-I of Schedule A** hereto ("**Project Land**" or "**said Land**") is as per the current planning earmarked for construction of 1 multistoreyed building named (as per the current planning) as Tower VIII all having a ground and upper floors and other erections ("**Buildings**") at identified portions thereof and altogether known as '**Solaris City Shalimar Phase 1B**' ("**Project**")⁴. The Project consists of the Buildings and the Project Land and shall include the Common Areas within the Buildings and the Project Land as mentioned in **PART-IV of Schedule A** hereto⁵.
- C. The Promoter has obtained the final sanctioned building plan approvals for the buildings at the Project from Howrah Municipal Corporation vide Building Permit No. 17/21-22/ BRC – 144 / 21-22 / H.O. ⁶ ("**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 Promoter agrees and undertakes that it shall not make any changes to these layout 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;
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____
- E. By Agreement for sale dated _____ ("**Sale Agreement**") the Promoter has agreed to sell and transfer to the Purchaser and the Purchaser agreed to purchase **ALL THAT** apartment no. _____ ("**Unit**") having carpet area of _____ square feet, type _____, on _____ floor in Tower No. ____ ("**Designated Building**") along with right of parking motor car/two wheeler admeasuring _____ square feet in the _____, 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 ("**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

² In case other Phases are included before execution of the Sale Deed, the definition and particulars in the clause will undergo changes suitably

³ In case other Phases are already started before execution of the Sale Deed, the users of Sargam Club shall be clearly definition and particulars in para B will undergo changes suitably

⁴ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

⁵ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

⁶ Particulars of sanctioned plans done before execution of Sale Deed to be filled up

more particularly described in **PART-II** of **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**;

- F. The Parties have gone through all the terms and conditions set out in the Sale Agreement and this Deed and understood the mutual rights and obligations detailed in the Sale Agreement and herein;
- G. Additional Disclosures/Details by the Promoter to the Purchaser:
- a. In addition to the Phase 1B 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 Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah and shown by “___” colour in a Map One (“**Lot 1A Land**”), (b) piece or parcel of land measuring about square meters or acres more or less located at another divided and demarcated portion of Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah and shown by “ ” colour in a Map One (“**Lot 1C Land**”) and (c) piece or parcel of land measuring about square meters or acres more or less located at another divided and demarcated portion of Municipal Premises No. 39/1, Shalimar Road, Shalimar, Howrah (“**Lot 2 Land**”) all owned by the Vendor and on the terms and conditions contained in the Development Agreement;⁷
 - 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, Lot 1A Land, Lot 1C Land, Lot 2 Land or any of them. The Phase 1A has already been conceived on Lot 1A Land. The Lot 1C Land, 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**”.⁸
 - c. The Promoter has, as of present, conceptualized the erection of Tower namely on identified portion of Lot 1A Land and two Towers namely Towers VI and - Tower VII on identified portion of Lot 1C Land.⁹
 - d. The projects on the 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 Purchaser as regards the Unit and in such event the Purchaser shall at the request of the Promoter execute and/or register such supplementary agreements as and when required by the Promoter.¹⁰
 - 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 Phase 1A, Phase 1C 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

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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 1C 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 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 Sqm without adding the area of Sargam Club. The area of land comprised in Phase 1C land is Sqm without adding the area of Sargam Club The area of Sargam Club land is Sqm of which 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 primarily at a portion of the Phase 1A Land and some of the facilities will be located at different Towers and/or parts at the Project Land, Phase 1B Land, Phase 1C Land and other Future Phase Lands as the Promoter from to time decides and implements. Until commencement and completion of any project in Phase 1C Land and/or any other 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 Phase 1A and Phase 1B Land and with commencement and completion of the projects on Phase 1C 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, Phase 1C 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.¹¹

- f. The apartments are, as per current planning, categorized into two segments i.e. Standard and Prime of which Standard apartments are meant to be apartments on the ground to fourth floors of any Building and Prime apartments are meant to be apartments on the floors and any other floor that may be constructed by the Promoter over and above the floor in future. Several of the apartments were offered to interested applicants by way of E-lottery. In case the Purchaser hereto has been allotted the Unit by virtue of E-lottery, the Purchaser 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 and Parking Facility, if any, and the entering upon of the Sale Agreement as well as this Deed shall be full and complete discharge of the Promoter in respect of anything and everything done heretofore starting from 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 Deed supercedes any contrary or inconsistent terms and conditions contained in the E-Lottery related documentations or in the Sale Agreement. In case the Purchaser is not an E-lottery applicant, the Purchaser 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.¹²

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- g. The parking spaces, as per the current planning are of types open, covered 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.¹³
- h. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested Co-owners applying for the same in an organized manner whereby each Co-owner 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.
- i. 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 Future Phase Lands or otherwise considers it appropriate, the Promoter may (a) plan construct a basement and/or multi level mechanized parking system in any part of the Phase 1C Land and for that to modify existing sanctioned building plans, and/or (b) allot parking facility to Co-owners of units in the Project and/or in the projects in any Future Phase Lands and vice versa.¹⁴
- j. While the allotment to the Purchaser hereunder mentions the type of parking facility allotted to the Purchaser, the actual location of the parking space to be granted to the Purchaser 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 Co-owners 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 process of lottery shall be such as be decided by the Promoter and the outcome of lottery shall be intimated to the concerned Co-owners and shall be final and binding upon the Co-owners and the Promoter shall not entertain any kind of change in parking type, allotment or modification, objection or reconsideration of allocation by such lottery.
- k. The Phase 1A, Phase 1B Land and Solaris Future Phases 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, water, drainage and sewerage lines and junctions which may be common between the Project and Solaris Future Phases or any of them ("**Shared Facilities**"). The Shared Facilities are not part of the Project but the right to use the same shall be granted to each of the Co-owners of Units in the Project.¹⁵
- l. The Promoter, at its discretion, may construct one or more commercial units/shops in the Project and to sell or otherwise transfer the same to the intending Co-owners at such price and on such terms and conditions which the Promoter may deem fit and proper and to grant to the Co-owners 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.¹⁶

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- m. Each of the projects on the Future Phase Lands and Phase 1A shall have its own amenities and facilities as may be offered by the Promoter before the launch of each such project. 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 Purchaser 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 Purchaser. However, in case the plan in respect of any of these lands fructify with or without any modification or alteration, then the Purchaser is hereby made aware of the consequential terms and conditions contained in this Deed pertaining thereto and the Purchaser shall be bound by the same. If the Promoter decides not to develop any part of the Project or projects in 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 Vendor 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.¹⁷
- n. 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 Future Phase Lands is concerned in such manner as it may deem fit and proper. In case there is no or negligible demand of flat buyers in respect of the Project, the Promoter may curtail the scope of the Project by postponing/abandoning the construction of any one or more Towers in the Project for the time being without affecting its rights to construct the same at any time in future.¹⁸
- o. The other disclosures, details and additional terms are mentioned at several places in the Deed and in the Schedules hereto and are agreed between the parties hereto.
- p. The Purchaser 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 Purchaser has accepted its complete satisfaction on the aforesaid disclosures, details and terms in connection with the execution of the Project and the Purchaser has upon understanding the same and the intent and purport thereof provided to the Promoter its express consent as required under Section __ 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.

H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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- I. 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 Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;
- II. **NOW THIS INDENTURE WITNESSETH THAT** in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendor to the extent apportioned towards the proportionate share in the Land attributable to the Unit and mentioned in the receipt and memo hereunder written and of and from the payment of the same and every part thereof the Vendor and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in Tower No. _____ along with right of parking _____ motor car/two wheeler admeasuring _____ square feet in the _____, as permissible under the applicable law all morefully and particularly mentioned and described in **Schedule–B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendor and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection therewith **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the same **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause IV and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.
- IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor doth hereby sell and transfer to the Association ¹⁹undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendor and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.
- {OR in case Association is not formed before execution of the Deed of Conveyance then the following}

¹⁹ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Designated Apartment by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the Promoter is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

III. THE VENDOR AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (d) The Vendor/Promoter confirms that the Vendor/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Purchaser in the manner contemplated in this Deed;
- (e) At or before of the execution of the conveyance deed, the Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Purchaser and the common areas to the Maintenance In-charge;
- (f) 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;
- (g) 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.

(h) That the Project Land is not Waqf property.

IV. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.

(i) The Purchaser shall have exclusive ownership of the Unit.

(ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association²⁰ has been conveyed the undivided proportionate share in the Common Areas.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

(iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.

2. It is made clear by the Promoter and the Purchaser 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 said 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 Purchaser and except as disclosed to the Purchaser as per clause 'I' above. It is clarified that Project's facilities and amenities as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for use and enjoyment of the Co-owners of the Project.²¹

3 It is understood by the Purchaser that all other areas i.e. areas and facilities falling outside the Project, namely Sargam Club, projects that may be developed in Future Phase Lands, Shared Facilities shall not form a part of the declaration to be filed with the

²⁰ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

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Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 4 PAST OUTGOINGS:** The Purchaser and the Association/Maintenance In-charge acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Unit and the Parking Facility, if any, to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement) to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
- 5 COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, 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. The Purchaser 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.5.1 The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in 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 Purchaser only.
- 6. CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat. The Purchaser has also understood that the building in which the Unit is situated forms part of the first phase of development.
- 7. POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out delivery of possession of the Designated Apartment to the Purchaser to its complete satisfaction and the Purchaser has no claim against the Promoter or the Owners in respect thereof. The Purchaser further acknowledges and confirms the terms and conditions pertaining to delivery of the common areas as contained herein and accepts the same unequivocally. The Purchaser has inspected all Common Areas and verified the same from those agreed as per the Agreement for Sale and found those present at the time of execution of these presents to be acceptable and to his complete satisfaction without any objection or claim whatsoever against the Promoter or the Owners.

8 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The Maintenance In-charge shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.

8.2 Maintenance In-charge:

- (i) Association:** ²²The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the Co-owners of the apartments in the Project and the Purchaser 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 Purchaser 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.
- (ii)** 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 a syndicate or organization of all the associations for dealing with the matters of common interest.
- (iii) 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 Purchaser.
- (iv) 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**").

8.3 Common Areas Related:

- (i)** The Building contains certain Common Areas as specified in **SECTION 1** of **PART-IV** of the **SCHEDULE A** hereto and which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter.
- (ii)** The Project shall also contain certain Common Areas as specified in **SECTION 2** of **PART-IV** of the **SCHEDULE A** hereto which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

²² In case the Association is formed before the execution of this Deed, this clause will be suitably amended

- (iii) 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 Purchaser either independently or in common with any other Co-owner.
- (iv) The Promoter has identified and demarcated 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.

8.4 Unit Related:

- (i) **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 Purchaser at its own costs and expenses. In doing and carrying out the said fit-out works, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser while carrying out any fit-out or other activity.

(ii) Area Calculations:

- (i) **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.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
- (iv) **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.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Unit is undivided..... Square feet more or less.
- (vi) **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built-up Area and Proportionate Common Area which comes to Square feet more or less.
- (vii) **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

8.5 Housing Loan by Purchaser: In case the Purchaser, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Deed and the entire obligation or liability in respect of the same shall be that of the Purchaser alone. The bank/financial institution providing housing loan or finance to the Purchaser shall be required to disburse/pay all amounts due and payable to the Promoter under this Deed 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 Purchaser from such bank/ financial institution.

8.6 Parking Facility Related:

- (i) In addition to those contained in clause I 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 Co-owners 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 Co-owners who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.
- (ii) The Purchaser shall not have any Parking Facility until full and final payment of all sums due by the Purchaser in terms of this Deed and the Purchaser further not being in default in complying his obligations as provided in this Deed.
- (iii) All unsold or un-allotted 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.
- (iv) 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 Purchaser upon such revision;
- (v) The Purchaser 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 Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

8.7 Sargam Club and Shared Facilities Related:

- (i) **Users:** The Purchaser shall have the right to use Shared Facilities and the Sargam Club in common with the Vendor, the Promoter and other Co-owners of the Project, Phase 1A 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 Purchaser hereby unconditionally accepts the proposed usage of the Sargam Club in common by the Co-owners of the Project as well as by the owners and occupiers of the projects to be constructed on the Future Phase Lands, Phase 1A Land 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 I 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.
- (ii) **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 Deed shall mean and refer to the changed name.

- (iii) **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 Purchaser. A list of the facilities, as per current planning, of the Sargam Club has been provided **PART-V of Schedule A** hereto. However, notwithstanding anything contained in **PART-V of the Schedule A** hereto, the Purchaser 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.
- (iv) **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 Co-owners of the Project and Co-owners of those projects in the Future Phase Lands and Phase 1A Land (or any part thereof) as may be granted membership in the Sargam Club by the Promoter. It is clarified that the liability of the Co-owners of the projects in Future Phase Lands shall commence only from the date when the membership of the Sargam Club is granted to them.
- (v) **Membership Obligation of Purchaser:** Membership of the Sargam Club is mandatory and compulsory for the Co-owners of the Project. The Membership shall in case of joint Co-owners be given to only one amongst them as they may nominate and if such nomination is not made then the first named Purchaser shall be the member of the Sargam Club. The Purchaser further accepts and confirms that (i) membership of the Sargam Club is only for the Co-owners of the residential apartments, (ii) each apartment is entitled to one 1 (one) membership only irrespective of the number of Co-owners of such apartment, (iii) membership is only for individuals (i.e. no corporate membership) and if the Purchaser 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 Purchaser 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 Purchaser and (vi) if the Purchaser 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 Purchaser agrees and confirms that the membership of the Sargam Club shall under no circumstances be separately conveyed.
- (vi) ²³**Commencement of Operation of the Sargam Club:** The Promoter shall endeavor to get the Sargam Club operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Sargam Club becoming operational and that the Purchaser shall not raise any claim or objection in this regard.
- (vii) **Administration of the Sargam Club:** The Purchaser 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

²³ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

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 Co-owners on Future Phase Lands and Phase 1A Land 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.

(viii) Annual Subscription & Other Charges: The Purchaser agrees and confirms that:

- (a) The Purchaser 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 Promoter.
- (b) The Purchaser 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.

(ix) 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 Deed. The Purchaser 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 Purchaser agrees and accepts to abide by the same.

8.8 Overall Project Related:

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.

8.9 Non Obstruction in Project: The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the future 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.

8.10 Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon ... percent of the Co-owners (other than the Vendor or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, 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.

8.11 Construction Finance: The Promoter has taken construction finance for construction of the Project from _____ by mortgaging the said 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 Purchaser in terms hereof.

8.12 Architect: Unless changed by the Promoter, Messrs. ___ of Kolkata shall be the Architect for the Project.

8.13 Future Expansion Related:

- (i) The Purchaser 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.
- (ii) 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 Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- (iii) The Purchaser 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 Purchaser hereunder shall not vary thereby.

8.14 HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser 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 Purchaser shall be obliged and responsible to comply with strictly:-

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- (v) 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.

- (vi)** not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (vii)** 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 said Land save the battery operated inverter inside the Unit.
- (viii)** 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
- (ix)** 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, CESC, 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, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (x)** 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 Said Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser 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.
- (xi)** not to sub-divide the Unit and space for Parking Facility under any circumstances.
- (xii)** 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 Said Complex.
- (xiii)** 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.
- (xiv)** 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.
- (xv)** 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.
- (xvi)** 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.
- (xvii)** not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- (xviii)** not to fix or install any antenna on the roof or any part thereof nor shall fix any window

antenna.

(xix) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) or at any Future Phase Lands or at the lands meant for Sargam Club or Shared Facilities nor claim any right to park in any manner whatsoever or howsoever Provided that if the Purchaser has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

- (a) The Purchaser shall use only the space for Parking Facility identified for him as per **PART-III** of **SCHEDULE A** hereto for parking;
- (b) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- (c) The Purchaser 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 and/or two wheeler, as the case may be.
- (d) 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.
- (e) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (f) The Purchaser 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 Purchaser may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.
- (g) The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.
- (h) 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 Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
- (i) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser 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.
- (j) 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 Purchaser shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.

(xx) In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-

- (a) to use the Open Terrace 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 Open Terrace or at any place in the said Open Terrace 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 Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
- (f) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said 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 Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (h) not to sub-divide the Open Terrace in any manner.

(xxi) 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 Purchaser thereabout;

(xxii) 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.

(xxiii) 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.

(xxiv) 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.

(xxv) 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.

(xxvi) not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.

(xxvii) 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.

(xxviii) 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.

- (xxix)** 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.
- (xxx)** 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 said Land by the Vendor and the Promoter and all other persons entitled thereto.
- (xxxi)** to use of the Common Areas, the Sargam Club and the Shared Facilities with due care and caution and not hold the Vendor 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 Purchaser 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.
- (xxxii)** 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.
- (xxxiii)** 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.
- (xxxiv)** not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (xxxv)** 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.
- (xxxvi)** keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said 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 said Land.
- (xxxvii)** 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 Deed.
- (xxxviii)** The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser 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 Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

8.15 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-

- (i) 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 Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) 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 said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Unit.
- (iv) Charges for water, and other utilities consumed by the Purchaser 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.
- (v) 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 Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. ___/- (Rupees ___ only) only per Square foot per month of the Unit Area for CAM mentioned in clause 8.4 (ii)(vi) above. The said minimum rates shall be subject to revision 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.
- (vi) Parking Facility Maintenance Charges amounting to Rs. _____
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per prevalent rates.
- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

8.15.1 All payments to be made by the Purchaser 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 Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser 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.

- 8.15.2 The maintenance charges does not include any payment or contribution towards the Sargam Club payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser 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 Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas 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 Purchaser.
- 8.15.3 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 8.15.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser 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 Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser 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 Purchaser 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 Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 8.15.5 The Purchaser shall be and remain responsible for and to indemnify the Vendor, 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 Purchaser and shall also indemnify the Vendor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser 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 Purchaser.

- 8.16 **Liability Commencement Date:** In case the Promoter issues notice to the Purchaser to take possession of the Unit and the Purchaser fails to pay the entire dues of the Purchaser 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 Purchaser, the Purchaser'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 Purchaser pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Purchaser 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._____per Square feet per month of the carpet area of the Unit towards withholding charges.
- 8.17 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.
- 8.18 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.
- 8.19 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Deed 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 Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-
- 8.19.1 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 Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Purchaser 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 Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost 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 Purchaser nor the Purchaser'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 Purchaser or the Maintenance In-charge. The Purchaser 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 Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

8.19.2 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 Vendors, 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 Vendors/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.

8.19.3 The Purchaser 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 Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

9 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 Sale Deed relating to such development is brought to the notice of the Promoter by the Purchaser 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 Purchaser 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 Purchaser or any other Co-owners or Association of Co- owners 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 Co-owners or competent authority. The Purchaser 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 Purchaser.

10 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Designated Apartment on the specific understanding that is/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 Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

11 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 Purchaser agrees to permit the association of Co-owners 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 Purchaser to remedy any want of repair.

12 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 Purchaser 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 Co-owners formed by the Co-owners) for rendering maintenance services.

13 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.1 Subject to clause 9 above, the Purchaser shall with effect from _____, 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 tenantable 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.

- 13.2 The Purchaser 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 Co-owners 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 Purchaser 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 Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Co-owners and/or maintenance agency appointed by association of Co-owners. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:

The Purchaser is entering into this Deed 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. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

15. 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 Deed and/or in the Act.

16. ENTIRE AGREEMENT:

This Deed and the Sale 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, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

17. PROVISIONS OF THIS DEED 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 Co-owners of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

18. WAIVER NOT A LIMITATION TO ENFORCE:

- 18.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Co-owners.
- 18.2 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.

19. SEVERABILITY:

If any provision of this Deed 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 Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

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

Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser(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.

21. 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 Deed.

22. PLACE OF EXECUTION:

The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at _____

23. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with applicable laws of India for the time being in force.

24. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an 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.

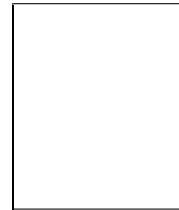
25. OTHER TERMS AND CONDITIONS: The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IV. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Kolkata (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:

Purchaser: (including joint buyers)

In the presence of:

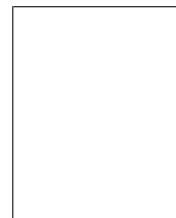


SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter in the presence of :

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner in the presence of:



SCHEDULE 'A' ABOVE REFERRED TO:

PART-I PROJECT LAND

All That the pieces and parcels of land measuring about **Acres** more or less lying at Mouza Shibpur, J.L. No.1 Sheet Nos., L.R. Khatian Nos. ,L.R.DagNos.____ 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.

PART-II UNIT

PART-III PARKING FACILITY

PART-IV COMMON AREAS SECTION -I

COMMON AREAS IN THE BUILDING

SECTION-II COMMON AREAS IN THE PROJECT

PART-V SARGAM CLUB FACILITIES

PART-VI SHARED FACILITIES

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 and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, 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 Purchaser in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Purchaser 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 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. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor, 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 25th 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 1st April 1942 on the terms and conditions contained therein.
3. On or about 23rd 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 21st 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 10th 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 3rd 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 3rd 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 Sri 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 3rd September, 2012 registered in Book No. I, CD Volume No. 21, Pages 4328 to 4349, Being No. 07717 for the year 2012 at the office of the District Sub-Registrar – Howrah, the said Owner Sri Somendra Chandra Nandy for the consideration therein mentioned sold, transferred and conveyed unto and in favour of Messrs Ideal Riverview Projects Private Limited (the Vendor hereto) amongst other properties, the Project Land, absolutely and forever..
10. The Vendor hereto duly got its name mutated as the Vendor 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 said 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.

11. The Vendor 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 Vendor 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.
12. By the Development Agreement the Vendor, 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 Solaris Future Phases 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 Vendor and the Promoter as follows:-
 - i. The said 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 Vendor 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 Vendor and the Promoter shall separately pay to the Vendor the share of the Vendor in the same.
 - iv. The Vendor 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.
13. The plans for construction of the Buildings at the Project has been sanctioned by the Howrah Municipal Corporation vide Building Permit No. 17/21-22/ BRC – 144 / 21-22 / H.O.

SCHEDULE 'B' ABOVE REFERRED TO

PLAN ONE (SITE AND ADJOINING LOCATION) – APPENDIX 1 PLAN

TWO (DESIGNATED APARTMENT) – APPENDIX 2

SCHEDULE C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendor and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendor and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.

- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.