

DRAFT AGREEMENT FOR SALE FOR WBHIRA

While the Promoter shall endeavour to enter into agreements with Allottees in the form substantially similar to this Draft Agreement, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Transfer as the circumstances may require.

SOLARIS JOKA PHASE 1

This Agreement for Sale (Agreement) executed on this (Date) day of (Month), 20..... .

BY AND BETWEEN

1. **Development Corporation Private Limited [PAN AABCD0747K]**, a company incorporated under the Companies Act, 1956, having its registered office at Village Khastheka, Bishnupur, Pathatberia, Jaychandrapur, South 24 Parganas, PIN-743503, Police Station Bishnupur, Post Office Bishnupur and corporate office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge (previously 18/2, Vidyasagar Street, Post Office Raja Ram Mohan Sarani, Police Station Amherst Street, Kolkata-700009), being represented by its Attorney **Sri Arya Sumant (PAN BYMPS8656P)**, son of Sri Sachchidanand Rai residing at Flat No. 7, 3rd Floor, 13, Loudon Street, National Court Circus Avenue, Kolkata – 700018 through a Development Power of Attorney dated 8th May 2018, registered at the office of DSR – IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2018, at Pages – 89260 to 89289, being no. 160402967/2018.

2. **Woodland Complex Private Limited [PAN AAACW2389K]**, a company incorporated under the Companies Act, 1956, having its registered office at Village Khastheka, Bishnupur, Pathatberia, Jaychandrapur, South 24 Parganas, PIN-743503, Police Station Bishnupur, Post Office Bishnupur and corporate office at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani,

Kolkata-700020, Police Station Ballygunge (previously at 2, Rowland Road, Post Office Lala Lajpat Rai Sarani, Kolkata-700020, Police Station Ballygunge), being represented by its Attorney **Sri Arya Sumant (PAN BYMPS8656P)**, son of Sri Sachchidanand Rai residing at Flat No. 7, 3rd Floor, 13, Loudon Street, National Court Circus Avenue, Kolkata – 700018 through a Development Power of Attorney dated 8th May 2018, registered at the office of DSR – IV, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2018, Pages – 89260 to 89289, being no. 160402967/2018, hereinafter both serial number 1 and 2 above referred to as the “Owner”.

3. **Eden Realty Ventures Private Limited (CIN NO.....)** [**PAN AAACL9697H**], a Company incorporated under the Companies Act, 1956, having its registered and corporate office at Metropolitan Building, 7, Jawahar Lal Nehru Road, Kolkata-700013, represented by its Director, **Sri Arya Sumant (PAN BYMPS8656P)**, son of Sri Sachchidanand Rai, residing at Flat No. 7, 3rd Floor, 13, Loudon Street, National Court Circus Avenue, Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata-700017, hereinafter referred to as the “Developer” and all serial number 1, 2 and 3 above, are collectively known as “Promoters” (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest).

AND

[If the Allottee is a company]

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

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (Aadhar no.) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms.(PAN.....) (Aadhar no.) son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation

Mr./Ms.(PAN.....) (Aadhar no.) son / daughter of....., aged aboutyrs by faith Hindu, by nationality Indian, by Occupation

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

[OR]

[If the allottee is a HUF]

Mr., (Aadhar no.) son ofaged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at.....(PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and

permitted assigns).

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

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

DEFINITIONS: For the purpose of this Agreement for Sale, unless the context otherwise requires:

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

Other definitions are mentioned in **Schedule “F”** below.

WHEREAS:

- A** Development Corporation Pvt. Ltd. and Woodland Complex Pvt. Ltd the “Owner” herein, are the absolute, lawful and recorded owners in respect of All That piece and parcel of plots of land measuring an area of 445.57 Decimal (Satak) be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built and lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding to L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza* Bhasa, J.L. no 20, in L.R. *Khatian* Nos. 1466 and 1467, P.S. Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal, hereinafter referred to as the “Larger Property”, by virtue of several Indenture of Conveyance registered at Sub- Registrar, Bishnupur, recorded in Book No. I, as per the table hereinbelow;

Sl. No	OWNER	PURCHASE D FROM	DEE D NO	DATED	R.S DA G NO.	L.R DA G NO	AREA OF LAND (SATA K S)	VOLUM E NO	PAGES NOS
1	WOODLAND COMPLEX PVT LTD	SRI PARIMAL SAMANTA	3556	8/16/1994	487	493	17	39	101-108
2	WOODLAND COMPLEX PVT LTD	SK. NABI HOSSAIN	3554	8/16/1994	493	499	10	39	85-92
3	WOODLAND COMPLEX PVT LTD	KUMAR GROUPS PVT LTD	1160	3/2/1988	477	483	14.09	15	181-198
					479	485	14.48		
4			1161	3/2/1988	478	484	27	15	199-216
					483	489	38		

					484	490	17		
					485	491	23		
					486	492	24		
					488	494	7		
					489	495	27		
	DEVELOPME NT CORPORATIO N PVT LTD	KUMAR GROUPS PVT LTD			491	497	16		
					492	498	12		
					507	513	21		
					508	514	26		
					509	515	27		
					510	516	10		
					511	517	12		
5	DEVELOPME NT CORPORATIO N PVT LTD	AMULYA CHARAN RONG	554 1	8/16/198 6	487	493	33	67	123- 129
6	DEVELOPME NT CORPORATIO N PVT LTD	SANATAN MONDAL	552 5	8/16/198 6	710	727	17	67	15-22
7	DEVELOPME NT CORPORATIO N PVT LTD	SURENDRA NATH SARDAR, LAKSHMAN CHANDRA SARDAR, BHARAT CHANDRA SARDAR,	554 0	8/16/198 6	486	492	11.5	67	115- 122

		PRAFULLA CHANDRA SARDAR,							
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		GAJEN SARDA R								
8	DEVELOPME NT CORPORATIO N PVT LTD	MANICK BHOWMIC K	5534	8/16/198 6	485	491	23	67	75-83	
9	DEVELOPMENT CORPORATIO N PVT LTD	PARIMA L SAMANT A	3555	8/16/199 4	487	493	17	39	93-100	
Total Land Area (in Sataks)							445.5	7		

The Owner and the Developer herein have entered into a Joint Development Agreement dated 7th May, 2018, being Deed no. 160402842 for the year 2018, Book No. I, CD Volume No. 1604-2018, Pages 96100 to 96161 registered at the Office of the DSR-IV, Alipore, South 24 Parganas.

- B.** The said Land is earmarked for the purpose of building a residential cum commercial project comprising multistoried apartment buildings and commercial units and the said project shall be known as SOLARIS Joka Phase 1.
- C.** The Promoter is competent to enter into this agreement and are entitled to develop the Said Complex on the Said Land and all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Said Complex is to be constructed have been completed.
- D.** The Zila Parishad South 24 Parganas has granted the commencement certificate to undertake

and carry out development of the project vide approval dated 20.11.2018 bearing registration No. 558/668/KMDA dated 06.08.2018

- E.** The Promoter has obtained the layout plan, building plan bearing No.558/668/KMDA dated 06.08.2018 further revalidated/revise as No.558/668/Rev/KMDA dated 01.04.2019 (Sanctioned Plan) duly sanctioned by the Competent Authority i.e Zila Parishad, South 24 Parganas The Promoter agrees and undertakes that it shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable.
- F.** The Promoter has registered the project under provision of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration No.
- G.** The Allottee had applied for an apartment in the Said Complex vide application no. dated, 2019 and has been allotted residential apartment no., on the floor, having Carpet Area square feet, more particularly described in Part 2 of Schedule 'A' below (Said Apartment) and the layout of the apartment is delineated in Red colour on the Plan annexed hereto alongwith the right to park 1(One) medium size car in the Open /Covered spaces / mechanical / multi-level Car parking Space and of pro rata share in Common Areas as defined under Clause (m) of Section 2 of the Act.
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I.** The Promoter in accordance with the Joint Development Agreement is undertaking the development of the project "Solaris Joka" and commercially exploiting the same in a phase-wise manner and therefore has earmarked all that piece and parcel of plots of land admeasuring an area of 120.57 Decimal (Satak) be the same a little more or less ("Phase 1 Land" / Said Land) comprised in L.R. *Dag* Nos. 494, 495, 573, 514, 515, 516, 517, which is a portion of the Larger Property for the purpose of constructing two residential towers (G+12 & G+11) cum commercial complex on the Said Land morefully described in Part 1 A of Schedule A consisting of about residential apartments/flats being offered for allotment (1B1T, 2B1T, 2B2T and 3B2T, where B stands for Bedroom and T stands for Toilet) and Open / Covered / Mechanical Parking Spaces for Car and Open/covered Parking Spaces for two wheeler, capable of being held and enjoyed independently, on the agreed **General Terms and Conditions**

morefully described in **Schedule "G"** below, in the project, name and styled as Solaris Joka Phase 1 (Said Complex).

- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase in respect of the Apartment and right open/covered parking (if applicable) as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment as specified in para G.

1.2 The Total Price for the Said Apartment on the carpet area is Rs.....(Rupees only) (**Total Price**) morefully described in Schedule "C" below.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price (Apartment) and Total Price (Parking Space) above includes Taxes, consisting of tax paid or payable by the Promoter by way of G. S. T. or any other similar taxes which may be levied, in connection with the construction of the Said Complex

payable by the Promoter, by whatever name called up to the date of handing over of possession of the Said Flat and Said Parking Space to the Allottee and the Said Complex to the association of Allottee or the competent authority, as the case may be, after obtaining completion certificate, payable along with the Extra Charges as provided in Part 3 of Schedule C.

Provided that in case there is any increase/addition in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be changed / modified based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Complex by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price includes the Total Price (Apartment), Total Price (Parking Space)(if any as applied for by the Allottee) and Total Extra Charges in relation to the Said Apartment and it also includes recovery of price of land, construction of not only the Said Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Said Complex.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other taxes/charges, which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ taxes/charges

imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Complex by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Part 4 A and Part 4 B of Schedule C ("Payment Plan") hereunder.

1.5 The Promoter may allow, in its sole discretion, a rebate for early payment of instalments payable by the Allottee by discounting such early payments @....% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, lay out plans and specifications and the nature of fixtures, fittings and amenities described in Schedule D and E in respect of the Said Apartment without the previous written consent of the allottees as per provisions of the Act:

Provided that the promoter may make any such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provision of the Act.

1.7 The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Said Complex complete and the occupancy certificate or such other certificate by whatever name called issued by the competent authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If

there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Part 4 A and Part 4 B of Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- i) The Allottee shall have exclusive title to the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause 17 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Said Complex.
- iv) The Allottee has the right to visit the Said Complex site to assess the extent of development of the Said Complex and his Apartment.

1.9 It is clarified by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. It is agreed that the Said Complex including Solaris Joka Phase 2 is an independent, self-contained project

covering the Said Plot of Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Said Complex's facilities and amenities shall be available only for use and enjoyment of the allottees of the Said Complex as provided in this agreement.

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

1.11 The Allottee has paid a sum of Rs. (Rupees.....only) as booking amount being part payment towards the Total Price of the Apartment, Said Parking Space and Extra Charges, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price (Apartment) and Total Price (Parking Space) as per the Payment Plan (Part 4 A and Part 4 B of Schedule C and Part 3 of Schedule C) and as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2.MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter and the same within the stipulated time as mentioned in the Payment Plan mentioned in **Part 4 A** for

Said Apartment and **Part 4 B** for Said Parking Space (if any, as applied for by the Allottee) of **Schedule 'C'** and **Part 3** of **Schedule 'C'** hereunder and the same through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

3.COMPLIANCE OF LAW RELATING TO REMITTANCE:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act. 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund. transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

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

6. **CONSTRUCTION OF THE SAID COMPLEX / SAID APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as per Schedule D and E hereunder, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Complex in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement.

7 **POSSESSION OF THE SAID APARTMENT:**

7.1. **Schedule for possession of the Said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas (subject to Para U (7)) to the association of Allottee or the competent authority, as

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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (after deduction of any statutory charges payable to any authority for the time being in force) within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least (30) thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to

pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Said Complex. The Promoter shall hand over copy of the occupancy certificate of the Said Apartment, to the Allottee at the time of handover of the same.

7.3. Failure of Allottee to take Possession of Said Apartment- Upon receiving a written intimation from the Promoter (Notice of Possession) as per Clause 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay to the Promoter guarding charges inclusive of GST as specified in Clause 17 herein per month and the maintenance charges on and from the deemed date of possession till the date, when the physical possession is taken over by the Allottee.

Guarding Charges : In case the Allottee(s) fails or neglects to take possession of his/her Flat as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds that the Allottee(s) fails to pay the entire payment as per the Payment Plan stated in Schedule C of this Agreement, the Allottee(s) shall be liable to pay Guarding Charges @ ₹...../- per month per Flat, irrelevant of the size of Flat, from the Deemed Date of Possession till the date when the physical possession is taken by the Allottee(s). Each of the Allottee(s) shall also be required to pay the charges for maintenance and management of Common-Areas and facilities and applicable municipal rates & Taxes commencing from the Deemed Date of Possession in addition to the Guarding Charges, If any.

7.4 Possession by the Allottee-After obtaining the occupancy certificate and handing over physical possession of the Apartments to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the local laws;

Provided that, in the absence of any local law, the Promoter shall handover the necessary

documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate and handing over possession of the apartments to the allottees.

- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Said Complex as provided in the Act:

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

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter have absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Said Complex;
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Complex;
- (iii) There are no encumbrances upon the Said Land or the Said Complex;
- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Said Complex in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Complex, Said Land and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex, Said Land, and Said Apartment and Common Areas
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land including the Said Complex and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the Said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property 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 Schedule Property;
 - (xi) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Complex to the competent Authorities till the completion certificate has been issued and possession of Said Apartment , along with Common Areas (equipped with all the specifications. amenities and. facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Said Complex.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Said Complex within the stipulated time disclosed at the time of registration of the Said Complex with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed

to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 forty-five days of receiving the termination notice;

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

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan provided in **Schedule C** annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case or Default by Allottee under the condition listed above continues for a period beyond 60(sixty) days after notice from the Promoter in this regard, the Promoter

may cancel the allotment of the Said Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount (Apartment and Parking Space, if any) and applicable taxes along with the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

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

Provided that, in the absence of local law, the Conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE APARTMENTS / SAID COMPLEX:

The Promoter shall be responsible to provide and maintain essential services in the Said Complex till the taking over of the maintenance of the Said Complex by the association of Allottee upon the issuance of the completion certificate of the Said Complex. The Allottee shall be required to pay to the Association the maintenance charges as specified herein in this Agreement.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or

provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter' failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS:

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

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Complex, or the

Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Complex is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Said Complex or anywhere on the exterior of the Said Complex or Common Areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Complex. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of the Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Said Complex after the layout plan, sanction plan and

specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

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

19. **WEST BENGAL APARTMENT OWNERSHIP ACT**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for execution and registration of the same before the concerned Sub-Registrar/ Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or- appear before the Sub-Registrar/ Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection herewith excluding the booking amount shall be return to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment/ Said Land, as the case may be.

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT**

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

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as provided under Schedule C including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

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

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

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

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

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

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

29. **NOTICES:**

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

30. **JOINT ALLOTTEE:**

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

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33.

DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made hereunder]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature-----

Name -----

Address-----

(2) Signature----- Name -----

Address-----

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

WITNESSES:

1. Signature_____

 Name_____

 Address_____

2. Signature-----

Name -----

Address-----

SCHEDULE 'A'

[DESCRIPTION OF APARTMENT]

The Said Apartment, being**Type** Residential Apartment No....., on theth floor, having carpet area of **Sq Ft** (..... **Hundred and**) **square feet**, more or less, corresponding to Standard built-up area of (..... Hundred) square feet, more or less, in the Said Complex named "**Solaris Joka Phase 1**" being constructed on the Said **Land**.

The Said Apartment is shown in the map/plan annexed hereto and marked with **RED** border in **Schedule B**.

DESCRIPTION OF SAID PARKING SPACE

..... open parking/covered parking/mechanical car parking no. for parking a medium sized car and that the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and right to park two-wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as may be decided by the Promoter, in its sole discretion.

SCHEDULE A - 1

DESCRIPTION OF THE "**LARGER PROPERTY**"

All That the piece or parcel of plots of land measuring an area of 445.57 Decimal (Sataks) equivalent to 18031.57 Square Meters be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at Mouza Bhasa, J.L. no 20, in L.R. Khatian Nos. 1466 and 1467, P.S. – Bishnupur, under Purba Bishnupur- Bhasa Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal, under the Additional District Sub-Registrar, Bishnupur, as per the table hereinbelow;

A. WOODLAND COMPLEX PVT. LTD.

Sl. No.	LR Dag No.	RS Dag No.	Owned Area (dec)
1	483	477	14.09
2	485	479	14.48
3	493	487	17
4	499	493	10
			55.57

B. DEVELOPMENT CORPORATION PVT. LTD.

Sl. No.	LR Dag No.	RS Dag No.	Owned Area (dec)
5	484	478	27
6	489	483	38
7	490	484	17
8	491	485	46

9	492	486	37
10	493	487	50
11	494	488	7
12	495	489	27
13	497	491	16
14	498	492	12

15	513	507	21
16	514	508	26
17	515	509	27
18	516	510	10
19	517	511	12
20	727	710	17
			390

The Said Premises **LAND** is more clearly shown and delineated in the map or Plan annexed hereto and thereon bordered **RED** and butted and bounded;

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

SCHEDULE A-2

SAID LAND

All That the piece or parcel of plots of land measuring an area of 120.57 Decimal (Sataks) equivalent to 4879 Square Meters be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built thereat situated lying at and comprised in L.R. *Dag* Nos. 494, 495, 573, 514, 515, 516, 517 at Mouza Bhasa, J.L. no 20, in L.R. Khatian Nos. 1466 and 1467, P.S. – Bishnupur, under Purba Bishnupur- Bhasa Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal, under the Additional District Sub-Registrar, Bishnupur, as per the table hereinbelow being a portion of the Larger Property.

	Plot No.	Area in Decimal
1	494	6.92

2	495	24.91
3	513	19.97
4	514	24.55
5	515	26.94
6	516	9.61
7	517	7.67
	TOTAL	120.57

SCHEDULE 'B'- FLOOR PLAN OF THE SAID APARTMENT

SCHEDULE 'C' - PART 1 (ABOVE REFERRED TO)

PAYMENT PLAN.

TOTAL PRICE (Apartment)

	Flat Type	
	Payment Plan	Instalment Payment Plan
	Total Price (Flat) with GST (₹)	

	Flat Type	
	Payment Plan	Down Payment Plan
	Total Price (Flat) with GST (₹)	

SCHEDULE 'C' - PART 2

TOTAL PRICE (Said Parking Space)

	Down Payment Plan			Instalment Payment Plan		
Parking Space Type	Open car	Covered /mechanical car	Two wheeler	Open car	Covered /mechanical car	Two wheeler
Total Price with GST (Parking) (₹)						

SCHEDULE 'C' PART 3

Extra Charges

		Installment Payment (₹)
	Advance Maintenance Charge inclusive of GST	
	Security Deposit inclusive of GST	
	Transformer/Cabling Allied Expenditure inclusive of GST	
	DG Charges inclusive of GST	
	Solaris Activity Centre Charges inclusive of GST	
	Documentation Charges inclusive of GST	
	Miscellaneous Charges	
	Total Extra Charges	

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

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

Payment Schedule

Down Payment Plan	
Timeline	Payment

SCHEDULE 'C' PART 4 A (For Said Apartment)

Sl. No.	Milestone	Total Demand
1	On Application	Application Money (Booking Amount)
2	On Execution of Flat Sale Agreement	20% of the Total Price (Apartment) Less Application Money (Booking Amount)
4	On Commencement of Piling of the Said Complex	10% of the Total Price (Apartment)
5	On Completion of Ground Floor Slab Casting	10% of the Total Price (Apartment)
6	On Completion of 1st Floor Slab Casting	10% of the Total Price (Apartment)
7	On Completion of 3rd Floor Slab Casting	10% of the Total Price (Apartment)
8	On Completion of 5th Floor Slab Casting	10% of the Total Price (Apartment)
9	On Completion of 7th Floor Slab Casting	10% of the Total Price (Apartment)
10	On Completion of 9th Floor Slab Casting	5% of the Total Price (Apartment)
11	On Completion of Roof Slab Casting	5% of the Total Price (Apartment)
12	On Completion of Flooring of the Said Apartment	5% of the Total Price (Apartment)
13	On Possession Notice of the said Apartment	Balance of Total Price (Including Extra Charges)

SCHEDULE 'C' PART 4B (For Said Parking Space)

Strike out if Not Applicable

Car Parking / Two-Wheeler Parking				
	Particulars	On Application (₹)	On Execution of FTA (₹)	On Possession Notice of the Said Apartment (₹)
1	Open Car Parking	30% of Total Price (Parking Space)	40% of Total Price (Parking Space)	30% of Total Price (Parking Space)
2	Covered/Mechanical Car Parking	30% of Total Price (Parking Space)	40% of Total Price (Parking Space)	30% of Total Price (Parking Space)
3	Two-Wheeler Parking	30% of Total Price (Parking Space)	40% of Total Price (Parking Space)	30% of Total Price (Parking Space)

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

SCHEDULE 'D'-

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

(Specifications)- Flats

- Structure: RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- Exteriors: Cement plaster, Low VOC waterproof cement-based paint.
- Flooring: Vitrified / Ceramic tiles in Bedrooms, Living/Dining, Anti-skid ceramic tiles in Bathroom/Open Terrace/Planter.
- Interiors: Skin Coat-Engineered plaster inside flats or P.O.P/Putty punning over cement plaster inside flats;
- Kitchen: Anti-skid ceramic tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink,

Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.

- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors: Main door: Wooden door frames, Solid core flush shutters with mortice lock and magic eye, Outside finish: Polished teak veneer, Inside: Paint finish/Polished teak veneer. Bedroom: Painted wooden door frames, Solid core flush shutters with paint finish. Bathroom: PVC door frame & shutter. Anodised Aluminium sliding door for Planter Beds & Open Terrace
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal concealed plumbing.

SCHEDULE 'E' –

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE Said Complex).

1. Power Back-up: Emergency power backup for Common Area Lighting and Four lifts. Emergency power backup in each flat for Lights and Fan. Choice of component is at the sole discretion of the Promoter in case there are multiple options.
2. Common & Lobby Area:-

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

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

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

hand rail. Lift Facia: Vitrified Tiles with Granite / marble in ground floor lobby.

Roof: Properly waterproofed.

SCHEDULE 'E' PART 2

Solaris Activity Center (SAC) - Conveniences and Location

(A)

Solaris Joka Phase 1

Swimming pool, Changing Rooms with shower, Multipurpose Community Space, Games Room, Multipurpose Gymnasium,

(B)

Solaris Joka Phase 2 (Proposed)

Badminton Court, Kid' Play Area, Party / Play Lawn, Senior Sitting Area, Prayer Area, Sitting Enclosures/ Cabanas

SCHEDULE 'F' – DEFINITIONS.

- (I) **Larger Property:** All That piece and parcel of plots of land measuring an area of **445.57** Decimal (Satak) be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built and lying at and comprised in C.S./R.S. Dag Nos. 478, 483, 484, 485, 486, 487, 488, 489, 491, 492, 507, 508, 509, 510, 511, 710, 477, 479 and 493, corresponding to L.R. *Dag* Nos. 484, 489, 490, 491, 492, 493, 494, 495, 497, 498, 513, 514, 515, 516, 517, 727, 483, 485 and 499, at *Mouza* Bhasa, J.L. no 20, in L.R. *Khatian* Nos. 1466 and 1467, P.S. Bishnupur, under Purba Bishnupur Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal.
- (II) **Said Land :** All That the piece or parcel of plots of land measuring an area of 120.57 Decimal (Sataks) equivalent to 4879 Square Meters be the same a little more or less together with buildings and other structures whatsoever lying erected and/or built

thereat situated lying at and comprised in L.R. *Dag* Nos. 494, 495, 573, 514, 515, 516, 517 at Mouza Bhasa, J.L. no 20, in L.R. Khatian Nos. 1466 and 1467, P.S. – Bishnupur, under Purba Bishnupur- Bhasa Gram Panchayat, Bishnupur I - Development Block, in the District of South 24 Parganas, West Bengal.

- (III) **Apartment / Flat:** The Allottee has applied for an apartment in the Said Complex vide application no. dated, 2019 and has been allotted residential apartment no., on the floor, having Super Built-Up Area of square feet approximately corresponding to Carpet Area square feet approximately, more particularly described in **Part 2 of Schedule 'A'** below (**Said Apartment**) and the layout of the apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked **Schedule B** in the **Said Complex** named "**Solaris Joka Phase 1**" to be erected on the plot of land measuring **Acre** (..... Acre and decimals) more or less, on the **Said Land** morefully described in **Part 1 of Schedule 'A'** below.
- (IV) **Land Share:** The undivided, impartible, proportionate and variable share in the **Said Land**, as be attributable and appurtenant to the Said Apartment. The Land Share is to/shall be derived by taking into consideration the proportion, which area of the Said Apartment bears to the total area of the **Said Complex**. The Land Share may vary on the development and commercial exploitation of **Phase 2 Land** and /or Future Property.
- (V) **Said Parking Space :** The right to park a medium sized car or standard sized two-wheeler in the Ground Open, Ground Covered or Multi Level Car Parking (MLCP) – Open to sky or Covered which may further be independent i.e. having direct access from driveway or dependent i.e. not having direct access from driveway as further described in **Part 3 of Schedule 'A'**, if and as applied for by the Allottee, and allotment terms as provided in Clause G.1 below. The Said Parking Space shall be

applicable only in case where the Allottee has applied for and has been provisionally allotted the Said Parking Space in the Said Complex.

- (VI) **Share in Common Areas:** Undivided, impartible, proportionate and variable share and/or interest in the Common portions, amenities and facilities at the Said Complex in the Said Land as be attributable and appurtenant to the Said Apartment. The Common portions, amenities and facilities is being described in **Schedule 'E'** below (collectively **Common Areas**).
- (VII) **Carpet Area:** Carpet Area of an apartment shall mean the net usable floor area of the apartment excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- (VIII) **Solaris Joka Phase 2:** The Promoter in accordance with the Joint Development Agreement is also entitled to the development and commercial exploitation of all that piece and parcel of plots of land admeasuring an area of **Decimal (Satak)** be the same a little more or less ("**Phase 2 Land**") comprised in Dag nos., which is a portion of the **Larger Property** at its sole discretion. The Promoter may acquire contiguous lands (**Future Property**) in future and shall at their sole discretion be entitled to construct and commercially exploit "**Solaris Joka Phase 2**" and or **Future Property** having multistoried towers consisting of residential and commercial spaces and Parking Spaces in future, capable of being held and enjoyed independently, on the agreed terms and conditions, in full or in part, as per the necessary sanction being granted by the concerned authority.
- (IX) **Architect:** Architect shall mean Espace having its office at 35 A Dr Sarat Banerjee Road, Kolkata – 700021, represented by Sri Malay Kumar Ghosh, Architect under the provisions of Architect Act, 1972 or any other person or firm or Company as may be appointed by the Promoter from time to time.

- (X) **Deemed Date of Possession:** In case the delivery of physical possession of the Said Apartment is withheld by the Promoter on any grounds/reasons, the physical possession of the Said Apartment shall be deemed to have been taken by the Allottee on the Deemed Date of Possession as indicated in the **Notice of Possession** irrespective of the date when the Allottee takes physical possession of the Said Apartment.
- (XI) **Booking Amount:** Booking Amount shall mean and include Application money or any other money paid by the Allottee at the time of application for booking of an Apartment and Parking Space (if any, as applied for by the Allottee) in the Said Complex.
- (XII) **Association:** An Association to be formed in accordance with the applicable acts, and Bye Laws alongwith the Rules as framed by the Promoter, at its sole discretion, for the purpose of managing the Said Complex and the same can be a joint association in common with Solaris Joka Phase 2 and managed by the Facility Manager.
- (XIII) **Facility Manager:** The management and upkeep of the Common Areas including the facilities and amenities may be entrusted to a professional facility management individual/organisation/body to be appointed by the Promoter for the management of the day to day affairs of the Said Complex.

SCHEDULE 'G' – GENERAL TERM AND CONDITIONS:

1. **Said Scheme:** The Promoter has formulated a scheme for sale of the apartments,

Commercial units/shops and parking spaces (Said Scheme). The Said Scheme is based on the legal premise that (1) the Promoter has got legal title to the 'Larger Property' (2) such sale of apartment, Commercial units / shops and parking spaces by the Promoter to the allottees shall be subject to the allottees paying to the Promoter the agreed Total Price on account therefore as provided hereinafter, which include the Extra Charges (3) to give perfect title to the allottees, the Promoter shall enter into an agreement with the allottees where under the Promoter shall agree to convey its right in respect of the Said Apartment Parking Spaces and Commercial Units/Shops to the allottees and (4) the agreed Total Price including Extra Charges shall be payable by the allottees entirely to the Promoter. (5) The allottees consent that only one member of his/her family will be entitled to be allotted only one flat in Said Complex. The term "Family" shall mean and include the Allottee, spouse, minor son or unmarried daughter wholly dependent on the Allottee.

2. **Commercial Units/Shops:** The Promoter has decided to construct several units/shops for commercial use in the Said Complex and for transferring the same to the intending allottees at such price and on such terms and conditions which the Promoter in its sole discretion may deem fit and proper. The allottees of the commercial units shall be entitled to enjoy the facilities and convenience of the said Complex including the Common Areas as decided by the Promoter in its sole discretion. The Allottee hereby agrees and accepts the same unconditionally and shall not, under any circumstances, raise any objection or hindrance thereto.
3. **Parking:** The right to park medium size car in the Open /Covered spaces including mechanical and multi-level Car parking Space and which may further be independent i.e. having direct access from driveway or dependent i.e. not having direct access from driveway and standard sized two-wheeler in open/covered space in the parking space/s reserved for two wheelers in the Said Complex more particularly described in **Part 3 of Schedule A** if applied for by the Allottee. The Said Parking Space shall be applicable only in case where the Allottee has applied for and has been provisionally allotted the Said Parking Space in the Said Complex as permissible under the

applicable law and of pro rata share in the common portions (“**Common Areas**”) as defined under Clause (m) of Section 2 of the Act.

The Allottee hereby agrees and confirms that the location of the Said Parking Space shall be allocated by a process of Lottery. Scheme of numbering of Said Parking Space will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision. The Allottee hereby agrees and confirms that the right to Said Parking Space would be taken by the Allottee only after completion of construction of the Said Complex and also delivery of possession of the Said Apartment and that the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway).

The right to park one standard sized two-wheeler shall be at the designated place allotted to the Allottee, through a lottery conducted by the promoter, from the space reserved for parking of two-wheelers at the Said Complex. The Two-Wheeler parking space at the Said Complex may be open to sky or covered and may further be independent (having direct access from driveway) or dependent (not having direct access from driveway).

It is clarified that (1) the allotment will be made through a process of lottery and the location of the Said Parking Space shall be intimated later on to the Allottee upon completion of the process of Lottery, however the type and area of the Said Parking Space shall be captured in this Agreement as per the Application made by the Allottee. The scheme of Lottery for allocating the Said Parking Spaces shall be formulated and conducted by the Promoter on the terms and conditions as it may deem fit at its sole discretion; (2) the Allottee will have the right to park a medium sized car or standard sized two-wheeler, as applicable, in the Said Parking Space. (3) The right to park medium sized vehicle in the Said Parking Space of the Complex is not being agreed to be transferred on the basis of any fixed area and location, and the decisions of the Promoter in this regard shall be final and binding on the Allottee and that the Parking Space can only be used for parking of a medium sized motor car or

standard size two-wheeler vehicle of the Allottee and not for any other purpose. (4) Unallotted parking space(s) at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/ transfer such unallotted parking space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper.

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

Right to use amenities and facilities by allottees of UPSA: The allottees of the Unallotted Parking Space/s (**UPSA**) shall have the right to use the common amenities and facilities at the Said Complex as be attributable and appurtenant to the parking space only. The **UPSA** shall also have the right of ingress and egress by use of the driveways from the entrance leading to the parking space and also the right to use the following, appurtenant to the parking space, at the Said Complex:-

- (a) Entrance Lobby at ground level
- (b) Lift services to and from the MLCP, if any
- (c) Illuminated Staircase/Lobby
- (d) Common Toilets on the Ground Floor

The right to use the amenities and facilities shall be available for use in common by all the allottees and/or occupiers of apartments and Commercial Units/Shops in the Said Complex.

It is further clarified that the **UPSA** shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any common area of the Said Complex other than that which has been specifically mentioned herein.

The **UPSA** shall be required to join the Association formed for maintenance and upkeep of the Said Complex which can be a joint association in common with Solaris Joka Phase 2.

The **UPSA** shall become a member of the Association and shall have voting rights only in matters related to the usage of Said Parking Space. The Association shall also involve the **UPSA** and take his/her consent in all matters related to the usage

of Said Parking Space only and for no other matter.

The **UPSA** shall pay Security Deposit to the Promoter as per demand raised. The promoter reserves the right to adjust this deposit towards any dues payable by the **UPSA** on account of maintenance charges before handing over the Security Deposit to the Association.

4. **Share in Common Areas:** The Allottee hereby consents and confirms that the Common Areas shall be available for use in common with all the allottees and/or occupiers of apartments at the Said Complex (collectively **Complex Co-Owners**) as per provisions laid down below.

The Allottee agrees that the Promoter shall be entitled to provide and designate certain Common areas and facilities appurtenant to apartments/flats in the Said Complex as limited and exclusive Common Areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats and to the exclusion of other allottee/s in the Said Complex ("**Limited Areas and Facilities**"). The Allottee agrees to use only the Limited Areas and Facilities (if any) specifically identified for the Allottee in the Said Apartment and Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee have any claim of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof

5. **Solaris' Activity Centre:** (Said SAC) The Promoter has decided to provide Solaris' Activity Centre (Said SAC) for the Complex Co-Owners. It is clarified that the decision of the Promoter as to what Conveniences, amenities and facilities shall be provided at the Said SAC shall be final and binding on the Allottee. The Said SAC may spread over both the **Solaris Joka Phase 1** and **Solaris Joka Phase 2** complexes and shall be meant for use by the Complex Co-Owners of both the complexes. The Promoter herein shall appoint **SAC Manager** to look after and maintain the Said SAC and the same on such terms as the Promoter shall think proper. The allottees of the apartments of the Said Complex shall proportionately bear the costs of the SAC

Manager as also the costs of maintenance of the Said SAC.

Combined SAC: The Allottee hereby unconditionally accepts the proposed usage of the Said SAC by the other allottees of **Solaris Joka Phase 2**, and shall not, under any circumstances, raise any objection or hindrance to the other allottees of **Solaris Joka** in using all or part of the amenities and facilities provided in the Said SAC. The allottees of the apartments of the Said Complex shall proportionately bear the costs of the SAC Manager as also the costs of maintenance of the Said SAC.

Membership Obligation of Allottee: Membership of the Said SAC being compulsory for the Complex Co-Owners, the Allottee (which expression, in the context of the Said SAC, means only 1 (one) person if the number of allottees under this Agreement being more than 1 (one), as be nominated inter se among the allottees) agrees to become a member of the Said SAC, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Said SAC and its facilities (SAC Scheme) will be formulated by the Promoter in due course and circulated to members before the Said SAC is made operational to all members (including the Allottee) will be required to abide by the SAC Scheme.

Membership of the Said SAC: The Allottee accepts and confirms that **(i)** membership of the Said SAC shall be only for the apartment allottees of Said Complex **(ii)** each family of an apartment shall be entitled to 1 (one) membership, irrespective of the number of allottees of such apartment **(iii)** membership shall be only for individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) individual occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said SAC **(iv)** the Said SAC can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years **(v)** in the event of further conveyance of the Said Apartment, the membership will automatically stand conveyed in favour of such new Allottee at the then applicable SAC Scheme and thereupon the Allottee abovenamed shall cease to be a member of the SAC **(vi)** if the Allottee let out his/her apartment, he/she may request a temporary suspension of his/her usage right of the

Said SAC and permission for usage of the Said SAC by the tenant under his/her membership. The Allottee agrees and confirms that the membership of the said SAC shall under no circumstances be separately conveyed.

Facilities of the Said SAC: Notwithstanding anything contained in the Schedule 'D' below, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Said SAC and the same may also from time to time be varied at the sole discretion of the Promoter.

Commencement of Operation of the Said SAC: The Promoter shall endeavor to get the Said SAC operational after the entirety of the Said Complex is complete and made ready. The Allottee accepts and confirms that the Completion Date of the Said Apartment shall have no connection and correlation with the Said SAC becoming operational and that the Allottee shall not raise any claim or objection in this regard.

Maintenance of the Said SAC: The Allottee agrees and confirms that the Said SAC (at the sole discretion of the Promoter) be initially managed and operated by the Promoter either by itself or through its nominee for a period of 2(two) years from the date of completion of construction of the Said Complex or such extended time as the Promoter shall think proper and subsequently, the Association on its formation shall look after the maintenance, management and operation of the Said SAC.

Membership Fee and Annual Subscription & Other Charges: The Allottee agrees and confirms that (1) On or before delivery of possession of the Apartment to the Allottee by the Promoter, a non-refundable one-time membership fee of Rs. _____(rupees _____only) shall be paid by the Allottee to the Promoter which shall be appropriated by the Promoter towards consideration for providing the Said SAC and the same without being liable to account for the same. (2) the Allottee shall have to pay a fixed annual subscription for membership of the Said SAC, which shall be determined by the Promoter at the time of opening of the Said SAC and the same at the sole discretion of the Promoter and this shall be in addition to the Maintenance Charges (3) apart from the annual subscription as provided above, the

Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Facility Manager/Association for and on account of those facilities, which would be made available at the Said SAC for use of the same by the members on "Pay and Use" basis.

Common Usage of the Said SAC: The Allottee along with his/her family members shall be at liberty to use and enjoy the conveniences of the Said SAC situated at Solaris Joka Phase 1 as also those situated at Solaris Joka Phase 2 and the same in common with the allottees/occupants of the apartments of both the Said Complexes. The amenities and facilities forming part of Solaris Joka Phase-2 can be used by the allottees of Solaris Joka Phase 1. However, such amenities and facilities shall not form part of proportionate **"Share in Common Areas"** to be calculated for the Said Complex **"Solaris Joka Phase 1"**. There shall be one common/joint Facility Manager/Association for both Solaris Joka Phase 1 and Solaris Joka Phase 2 and the Facility Manager/Association shall make suitable mechanism with regard to use of such facilities of the Said SAC as also for payment of usage charges by the Apartment allottees/transferees/occupants.

Status of Said SAC: The Conveniences of the said SAC which shall be situated in the Said Complex shall be deemed to be a constituent of the Common Portions of the Said Complex and the Allottee shall have undivided, impartible, proportionate and variable share and/or interest in the Conveniences of the Said SAC, subject to the other provisions of this Agreement, particularly, with regard to the said SAC.

Solaris Activity Centre (SAC) charges: This comprises of a non-refundable one -time membership fee of.....) as provided in **Part 3 of Schedule C**, and also the fixed annual subscription for membership of the Said SAC and any additional charges on account of "Pay and Use" facilities

6. **Right of Said Signage:** The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Eden Realty" (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 and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which 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 and managing of the Said Signage, the Promoter and/or the men and agents of the Promoter shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same without any obstruction or hindrance either from the Allottee or the Facility Manger for all times to come. The Allottee further agrees not to use the name/mark Eden/Eden Realty in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

7. **Solar Power Plant:** The Promoter will install an Elevated Grid Connected Solar Power Plant at roof top of the Said Complex in accordance with the provisions of MNRE Notification dated 02nd September 2016, WBERC Notification dated 22nd March 2013 and WBREDA notification dated 5th June 2012 for providing power for operating lifts, pumps and Common Areas at the Said Complex (Said Solar Power Plant).
8. With regards to Grid Connected roof top Solar Power Plant Installations, the following terms are mentioned hereunder:
 - i. The Promoter will install an Elevated Grid Connected Solar Power Plant at roof top of the Said Complex in accordance with the provisions of MNRE Notification dated 02nd September 2016, WBERC Notification dated 22nd March 2013 and WBREDA

notification dated 5th June 2012 for providing power for certain common facilities at the sole discretion of the Promoter at the Said Complex (Said Solar Power Plant). The capacity of the Said Solar Power Plant shall be as per the sole discretion of the Promoter.

- ii. Costs of installation of the Said Solar Power Plant shall be borne and incurred by the Promoter either directly by itself or through the Association subject to the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Promoter or the Association, the Promoter shall solely and exclusively be entitled to be paid the same.
- iii. Energy consumed, and energy produced will be monitored by way of 2-way electric meters. The WBSEB (Power Distribution Company) will provide net-off up to 90% consumption from such 2-way electric meters with net metering billing mechanism.
- iv. A Power Purchase Agreement will be entered into between the Association or the Promoter representing the Association of the One Part and the WBSEB (Power Distribution Company) of the Other Part, for the above purpose and in this regard, the Promoter shall have irrevocable authority on behalf of the Association as also all the Allottee/Transferees of Apartments at the Complex including the Allottee herein.
- v. Presently, the power sharing arrangement is up to 90% of the units consumed through WBSEB as stated above. This may however be varied and/or changed from time to time due to any act, amendment or notification by the MNRE and/or WBREDA and/or WBERC Guidelines or other State or Central Government Authorities and/or Departments.
- vi. The Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant to be installed on the Roof Top of the Said Complex and the same as common facilities of the Said Complex for a period of 2(two) years from the date of completion of the Said Complex and

subsequently, the Association on its formation shall look after the maintenance, management and operation thereof as a common facility. The Promoter shall never be in any manner whatsoever be held liable or responsible for the maintenance, safety and security of the Said Power Plant after its installation and handing over of the same to the Facility Manager/Association.

- vii. The Promoter would furnish to the Association the details of the Agreement and/or Arrangement with the WBSEB (Power Distribution Company) with regard to the operation of solar panels and also the Power Sharing Arrangement/Understanding and the same at the time of handing over of the charge of maintenance of the Said Solar Power Plant to the Association.
 - viii. The Allottee agree and confirm that the Promoter shall not be liable for any variation in the efficiency of the Said Solar Power Plant nor shall be liable for the change in the power sharing ratio or cost due to any act, amendment or notification by the State or Central Government Authorities or Departments.
 - ix. The Allottee also accept and confirm that the entire scheme of solar panel installation and the operation thereof shall be as per the notifications and guidelines of MNRE and/or WBREDA and/or WBERC
9. **Rights Confined to the Said Apartment And Appurtenances:** The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose of all other Apartments and portions of the Said Complex and the said Plot of Land in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
10. **Extension/Addition:** The Allottee upon perusal of the Act and other terms and conditions of this Agreement hereby specifically agree, declare and confirm that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter (1)

integrating/adding (notionally or actually) other lands to the Said Complex and in this regard to demolish boundary walls and affix gates wherever necessary and connecting existing roads to future roads and (2) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. The Allottee further declare and confirm that in consideration of the Promoter agreeing to sell the Said Apartment and Appurtenances in favour of the Allottee, the Allottee has agreed and accepted the above various terms and conditions and also that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.

11. **Electricity:** The Allottee shall pay to the Promoter an amount at the rate of ₹/- (Rupees.....) per square feet of the total carpet area of the Said Apartment towards the cost of transformer, wiring and allied cost for obtaining electrical connection in the Said Complex. In addition, the Allottee will have to pay to _____/Electricity Distribution Agency, a further amount towards Security Deposit for their individual connection as per demand to be raised separately by the _____/ Electricity Distribution Agency.

The Allottee shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Apartment and demand for payment raised by the Promoter for the payment as per the Payment Schedule described in Part 4 A and Part 4 B of Schedule "C" of this Agreement, within 15 (fifteen) days of presentation of demand or bill on account therefore, failing which the Allottee shall without prejudice to the other rights of the Promoter, pay interest at the rate prescribed in the Rules of Section 13 of the Act, calculated from the date on which the amount would fall due upto the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Allottee also admit and accepts

that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the Said Apartment of the Allottee shall be discontinued and/or the Allottee also be debarred from the benefits of the common facilities.

Electricity Meter for Common Portions: The Allottee shall pay to the Promoter the proportionate amount of the security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions.

12. **Generator:** Stand-by Diesel Generator (DG) for power back up facility at the Said Complex for running the basic electric appliances in the Said Apartments shall be provided. Each of the Allottee of _____ type of Flat shall be allocated maximum Watts. The Allottee shall pay ₹ (Rupees) only towards costs of installation of the DG Set. The Promoter or the Facility Manager/Association shall make suitable mechanism for payment of DG usage charges by the allottees of power.
13. **Security Deposit:** The Allottee shall pay to the Promoter an interest free security deposit @₹...../- (Rupees.....) only of the total Standard Built Area. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee on account of maintenance charges or electricity charges or any other charges /deposits related to maintenance and/or electricity supply. This deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owner's Association or the maintenance body at the time of handing over the charge of maintenance and management of the Common Areas and facilities of the Said Complex.
14. **Taxes:** The Allottee shall pay to the Promoter amounts of the G.S.T, S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State

Government, Central Government or any other authority or body on the Promoter, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment. The applicable taxes shall be paid at the present rates. Due to increase or escalation in applicable taxes, the Allottee shall be liable to pay the increased taxes as per the demand raised by the Promoter. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

15. **Legal Charges:** The Allottee shall be required to pay to the Promoter documentation charges, fees inclusive of GST for ₹ (**Rupees only**) for the Said Apartment and Said Parking Space (if any, as applied for by the Allottee) as provided in **Part 3 of Schedule C**. Legal Charges of ₹ /- (**Rupees only**) has to be paid at the time of allotment /execution and registration of this agreement and the ₹/- (**Rupeesonly**) on or before the notice for possession as per demand raised on the Allottee by the Promoter.

16. **Completion of Sale:** The Sale in respect of the Said Apartment and Appurtenances shall be completed by execution and registration of Sale deed in favour of the Allottee provided the Allottee tenders and pays in time the Total Price (Apartment and Parking Space), Extra Charges and all other amounts required to be paid by the Allottee as per the terms herein recorded. The Allottee shall be bound to have the Conveyance deed of the Said Apartment And Appurtenances executed and registered on or before the Deemed Date Of Possession, failing of which, exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Allottee, although the Allottee shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. Till execution and registration of the proposed deed of Sale/Conveyance in respect of the Said Apartment and Appurtenances, the Allottee herein shall not be entitled to any right, title or interest in respect of the said Apartment and Appurtenances.

17. **Stamp Duty and Registration Costs:** Advocates of the Promoter (**Legal Advisors**) have drawn this Agreement and shall draw all further documents. The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges to the statutory authority through the Promoter for registering this agreement (**Stamp Duty and Registration Charges**).

In addition to the above, a fixed miscellaneous charge as provided in **Part 3 of Schedule C** for each instance of registration of this Agreement/ Transfer Deeds amounting to ₹/- (Rupees thousand) only has to be paid to the Promoter by the Allottee. (Miscellaneous Registration Charges). All such Stamp Duty and Registration Charges and Miscellaneous Registration Charges shall be compulsorily paid by the Allottee to the Promoter 15 (fifteen) days prior to the date of execution and registration of this agreement. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.

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

19. The Allottee accepts and confirms that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Complex (2) if the area of the Said Complex is recomputed by the Promoter or the Promoter integrate/add (notionally or actually) other lands to the Said Property (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the

Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share in Common Portions shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

20. The Allottee admits and accepts that the Allottee and other Complex Co-Owners shall form the Association which can be a joint association in common with Solaris Joka Phase 2 and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Allottee hereby irrevocably authorizes and empower the Promoter to take appropriate steps on behalf of the Allottee for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of their Apartment.
21. The Promoter shall be entitled to secure the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

22. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
23. The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 30 (*Notice*) herein shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
24. In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter and/or the under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
25. The Possession Date has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of

construction.

26. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances at its discretion as it may deem fit and proper.
27. **Nomination by Allottee with Consent:** The Allottee admits and accepts that before execution and registration of Conveyance deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate, assign and/or sell the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (five percent) of the market price in respect of the Said Apartment and appurtenances as may be prevailing at that time (to be determined by the Promoter) plus the amount of applicable taxes as nomination charge to the Promoter subject to the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoter and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter.
28. **Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or sell the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.
29. **Additional Legal Fee:** The Allottee shall pay an additional legal fee of ₹____/- (Rupees.....) to the Promoter towards the aforesaid tripartite agreement.
The Allottee shall co-operate in the management and maintenance of the Said Complex and the Said Complex including the Common Areas and facilities thereat by the Promoter/the Facility Manager/the Association.

30. The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Facility Manager/the Association for the beneficial common use and enjoyment of the Common Areas at the Said Complex.
31. The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Apartment and Appurtenances and the Common Areas, from the Date of Possession.
32. The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Said Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Said Complex save in the manner as be indicated by the Promoter/the Facility Manager/the Association.
33. The Allottee shall use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
34. The Allottee shall not sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
35. The Allottee shall not change/alter/modify the names of the Said Complex from that mentioned in this Agreement.

36. The Allottee shall not use or permit to be used the Said Apartment or the Common Portions or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex 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.
37. The Allottee shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
38. The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
39. The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association for use of the Common Portions.
40. The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
41. The Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any and the Common Portions.
42. The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the Said Apartment/Said Complex save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

43. The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 44.1. If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects.
- 44.2. However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the **Deemed Possession** as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Said Complex or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottees/persons in the Said Apartment. The Allottee is/are aware that the Said Complex is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against

the Promoter in this regard.

44.3. Default and/or negligence of the Allottee: It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Said Complex or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottees/persons in the Said Apartment or in the Said Complex. The Allottee is/are aware that the Said Complex is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate cessation of the Promoter's obligation to rectify any defect(s) or to compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of any nature whatsoever against the Promoter in this regard.