

**DEED OF TRANSFER (Format)**

**THIS INDENTURE** is made at Kolkata on this \_\_\_\_ day of \_\_\_\_\_ **Two Thousand**  
\_\_\_\_\_ (20\_\_)

**BETWEEN**

EDEN REALTY VENTURES PRIVATE LIMITED (CIN No U701011WB2003PTC095829), a company incorporated under the provisions of the Companies Act, 1956, having its registered office and its corporate office at 7, Jawahar Lal Nehru Road, Metropolitan Building, Kolkata – 700013 (PAN AAACL9697H), represented by its Authorised Signatory Mr. \_\_\_\_\_ son of Mr. \_\_\_\_\_, Permanent Account No. \_\_\_\_\_ working for gain at \_\_\_\_\_ Kolkata – 700 0\_\_, hereinafter referred to as the “Transferor /Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**

**AND**

[If the Allottee/Transferee 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/Transferee” ( 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/Transferee 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/Transferee” (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/Transferee is an Individual]

Mr./Ms. ....(Aadhar no. .... ) son / daughter of....., aged about ..... residing at....., (PAN.....) hereinafter called the

“Allottee/Transferee” (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/Transferee is a HUF]

Mr. ...., (Aadhar no. ....)  
son of .....aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at .....(PAN .....), hereinafter referred to as the “Allottee/Transferee” (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) of the **OTHER PART**.

The Vendor/Transferor and Allottee/Transferee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

### **WHEREAS**

1. The Transferor/Promoter is engaged in real estate business relating to purchase of land, development of land, buildings, houses and other infrastructural facilities;
2. The Refugee Relief and Rehabilitation Department of the Government of West Bengal presently known as Department of Land & Land Reforms and Refugee, Relief & Rehabilitation, Govt. of West Bengal, (State Government) by virtue of land vested in it vide L.A.(LDP) Case No. 37 and 50 of 1954-55, is the legal and rightful owner being absolutely seized and possessed of and well and sufficiently entitled to land measuring approximately 17.81 acre (seventeen acre and eighty one decimal) comprised in various Dags of Mouza Palpara, J.L. No. 7 and Mouza Noapara, J.L. No. 9, District North 24-Parganas, situate, lying at and being Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108, within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (Larger Property). The "Said Land" is a part of the said Larger Property.
3. By a Deed of Lease dated 18th September, 2014 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.57, Pages 3966 to 3984, being Deed No.11873 for the year 2014 (Said Lease Deed), the State Government granted in favour of the Transferor/Promoter a lease in respect of land measuring approximately 12.20 acre (twelve acre and twenty decimal) (Demised Property) for a period of 99 (ninety nine) years with right of renewal for a further

period of 99 (ninety nine) years Thus, the Transferor/Promoter acquired leasehold interest in respect of the Demised Property, which includes the "said Land" and the same is morefully described in **Part I** of the **First Schedule** hereunder written and delineated on the plan hereto annexed and marked as **Annexure "A" ("Plan")** and thereon shown surrounded by yellow colour boundary lines (hereinafter referred to as **"Demised Property"**);

4. By a Deed of Demarcation dated 25th July, 2017 and registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No.1904-2017, Pages 282640 to 282662, being Deed No.190407473 for the year 2017 (Said Demarcation Deed), the Transferor/Promoter carved out a portion of land measuring approximately 90 Decimal (90 decimal) (Said Land) for construction of a building and further to transfer the units built on it to the Transferee for a period of 99 (ninety nine) years with right of renewal for a further period of 99 (ninety nine) years Thus, the Transferor/Promoter acquired leasehold interest in respect of the Said Land, which is carved out part of the Demised Property.
5. In pursuance of the aforesaid, the Transferor/Promoter acquired leasehold interest and also is in possession of land measuring approximately 90 Decimal totally admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square metres be the same a little more or less and more fully described in **Part II** of the **First Schedule** hereunder written and delineated on the plan hereto annexed and marked as **Annexure "B" ("Plan")** and thereon shown surrounded by Green colour boundary lines (hereinafter referred to as **"Said Land"**);
6. The Transferor/Promoter has been paying land revenue in respect of the said Land to the Government of West Bengal and the Transferor/Promoter has mutated its name in the records of the Baranagar Municipality and the concerned Block Land & Land Record Office of Barrackpore 2, in respect of the said Land as the Lessee thereof and has been paying municipal taxes in respect thereof to the Baranagar Municipality;
7. The Transferor/Promoter had submitted to the Baranagar Municipality a plan for construction of residential building on the said Land and has deposited necessary sanction fees and other fees payable to Baranagar Municipality and the Baranagar Municipality has duly sanctioned the building plan vide No. \_\_\_\_\_ dated \_\_\_\_\_ and the Transferor/Promoter named the project as "Solaris Bonhooghly".;
8. In pursuance of the aforesaid and in the course of development of the said Land, the Transferor/Promoter has constructed thereon one building, comprising of Ground plus \_\_\_\_\_ upper floors (G+\_\_\_\_) (hereinafter referred to as the **"said Building"**) in accordance with the above recited building plan, designs and specifications sanctioned by Baranagar Municipality and plan of which has been perused and agreed to by the

Allottee/Transferee and thereafter the Transferor/Promoter has constructed building and infrastructural facilities in accordance with sanctioned plan;

9. The Allottee/Transferee has booked for transfer of **Apartment/Flat/Flat No. \_\_\_\_\_ on the \_\_\_\_ floor**, of the said Building admeasuring \_\_\_\_\_ sq. ft. (Carpet Area) (hereinafter referred to as **Apartment/Flat**) together with **one car parking** from the Transferor/Promoter at a total consideration of **Rs. \_\_\_\_\_**, and has paid a sum of Rs. \_\_\_\_\_ towards application amount on the booking of the Apartment/Flat and accepted and agreed to the Terms and Conditions issued by the Transferor/Promoter with the Application form and Allotment letter dated \_\_\_\_\_.
10. The Allottee/Transferee, himself and /or through his advocate, has inspected the relevant documents and is fully satisfied with the title/ leasehold rights of the Transferor/Promoter to the said Land, sanctioned plans, the powers and authorities of the Transferor/Promoter to transfer the apartments in the said Land constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the apartment/flat booked by the Allottee/Transferee;
11. The Transferor/Promoter has represented that it has completed construction of the said Building on the said Land in accordance with the building plan sanctioned by Baranagar Municipality and has obtained Occupancy Certificate dated \_\_\_\_\_, from \_\_\_\_\_ in respect thereof.
12. The Transferor/Promoter has represented to the Allottee/Transferee that the **Apartment/Flat No. \_\_\_\_\_** allotted to Allottee/Transferee and **one car parking**, is complete in all respects; and the Allottee/Transferee has inspected and confirmed the same.
13. Pursuant to the "Call/Notice for Possession" dated \_\_\_\_\_ issued by the Transferor/Promoter to the Allottee/Transferee, the Allottee/Transferee has paid all dues to the Transferor/Promoter and has requested the Transferor/Promoter to execute and register this Indenture in favour of the Allottee/Transferee and to deliver vacant and peaceful possession of the aforesaid **Apartment/Flat No. \_\_\_\_\_** in the said Building and **one car parking**.

**NOW THIS INDENTURE WITNESSETH:-**

- I. A) That in the premise aforesaid and in consideration of the sum **Rs. \_\_\_\_\_** for **Apartment/Flat No. \_\_\_\_\_** along with **one car parking** paid by the Allottee/Transferee to the Transferor/Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Transferor/Promoter doth hereby as well as by the Receipt and **Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Allottee/Transferee and the said **Apartment/Flat No. \_\_\_\_\_**

admeasuring \_\_\_\_\_ sq. ft. (Carpet Area) situated on the \_\_\_\_\_ floor and **one car parking** admeasuring \_\_\_\_\_ sq. ft., the Transferor/Promoter doth hereby grant, transfer, assign and assure and confirm to and unto the Allottee/Transferee all that the **Apartment/Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (Carpet Area) on the \_\_\_\_\_ Floor**, (“the said **Apartment/Flat**”) morefully described in **Part I of the Second Schedule** in the building together with **one car parking** admeasuring \_\_\_\_\_ sq. ft on the ground floor more fully described in **Part II of the Second Schedule** hereunder written together with undivided proportionate share or interest in the land together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in **Part-I of the Third Schedule** hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/ acquisition/requisition proceedings and all other liabilities whatsoever (the said **Apartment/Flat No. \_\_\_\_\_, one car parking**, and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as “**the said Premises**”) **AND** the reversion or reversions and remainder or remainders and the rent, issues and profits thereof **AND** all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Transferor/Promoter in the said Premises or any part or parcel thereof **TO HAVE AND TO HOLD** the said Premises hereby transferred to and unto the use of the Allottee/Transferee the leasehold rights for a period of 99 (ninety nine) years with the right of renewal for a further period of 99 (ninety nine) years **AND SUBJECT TO** the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Allottee/Transferee as mentioned in the **Fourth Schedule** hereunder written **SUBJECT TO** the Allottee/Transferee’s paying and discharging all the taxes and impositions on the said Premises wholly and all the common expenses proportionately as are mentioned in the **Fifth Schedule** hereunder written and all rents, taxes, assessment, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the said Premises wholly and the said Residential Complex proportionately and subject to the condition that the said Apartment/Flat will be used only for residential purpose and no other.

**II. THE TRANSFEROR/PROMOTER HEREBY COVENANTS WITH THE ALLOTTEE/TRANSFeree AS FOLLOWS:-**

- (a) That notwithstanding any act, deed or thing by the Transferor/Promoter executed or knowingly suffered to the contrary, that the interest which the Transferor/Promoter doth hereby profess to transfer and that the Transferor/Promoter has full right, power and absolute authority to grant, transfer, assign and assure unto the Allottee/Transferee the said Premises and the leasehold rights for a period of 99 (ninety nine) years with the right of renewal for a further period of 99 (ninety nine) years and all other rights attached thereto.
- (b) It shall be lawful for the Allottee/Transferee from time to time and at all times hereafter to enter into and to hold and enjoy the said Premises and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Transferor/Promoter or any person or persons claiming through, under or in trust for the Transferor/Promoter.
- (c) The said Premises and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispensens whatsoever and freely, clearly released and discharged or otherwise by the Transferor/Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Transferor/Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (d) The Transferor/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Transferee make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Premises together with the rights hereby granted unto the Allottee/Transferee and in the manner aforesaid.
- (e) The Transferor/Promoter hereby agrees and undertakes that till handover of all the apartments to the respective Allottee/Transferee the Transferor/Promoter either by itself or through its nominated Maintenance Agent/Company will maintain the common areas, facilities and amenities, irrespective of actual date whether the Allottee/Transferee has taken physical possession of the said Apartment/Flat subject to the payment of maintenance charges and electricity charges of the common areas of the said Premises and common areas, facilities and amenities at such rate or rates as may be prescribed by the Transferor/Promoter or its nominated Maintenance Agent/Company from time to time. The maintenance charges (excluding electricity charges for common areas of the said Building) for the first two years shall be paid by the Allottee/Transferee in advance to the Transferor/Promoter /Maintenance Company as the case may be and electricity charges for common areas of the said

Building shall be paid by the Allottee/Transferee separately to the Transferor/Promoter /Maintenance Company as and when demanded. In subsequent years maintenance charges and electricity charges for common areas of the said Building will be payable within Seven days of raising of bill(s) by the Transferor/Promoter/Maintenance Company/Resident's Association.

- (f) The Transferor/Promoter hereby agrees and undertakes that on handover of all the apartments to the respective Allottee/Transferee, an association shall be constituted and/or formed by the Transferor/Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the said Building.
- (g) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as "**Association**") and such Association can be in common/joint with that of other phases of the project and all the Allottee/Transferee of Apartment/Flat in the said Building has compulsorily to be the member of such association.
- (h) The Transferor/Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Apartment/Flat owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Allottee/Transferee of apartment(s) in the said Building.
- (i) The Transferor/Promoter, upon formation of the Board /Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the said Property and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Apartment/Flat owner produce or caused to be produced to the such owner or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the said Premises and shall also serve at like request and cost of the apartment owner attested or other copies of extract from the same whenever required.
- (j) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Apartment/Flat owners.
- (k) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.
- (l) (1) For Complex Co-Owners/ Transferees: The Transferor/Promoter has provided **Solaris' Activity Centre (the Said SAC)**.

2) Combined SAC: The Said SAC is spread over both the Solaris Bonhooghly and Solaris Bonhooghly Phase-2 complexes and is meant for use by the apartment owners/Transferees of both the complexes.

3) SAC Manager: The Transferor/Promoter herein has appointed SAC Manager to look after and maintain the Said SAC and the same on such terms as described in Part III of the Third Schedule mentioned hereunder. The Owners/Transferees of apartments in both Solaris Bonhooghly and Solaris Bonhooghly Phase-2 Complexes shall proportionately bear the costs of the SAC Manager as also the costs of maintenance of the Said SAC.

4) Membership Obligation of Allottee/Transferee: Membership of the Said SAC being compulsory for the Complex Co-Owners, the Allottee/Transferee (which expression, in the context of the Said SAC, means only 1 (one) person if the number of Allottees is more than 1 (one), the Allottee/Transferee 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) is made operational and all members (including the Allottee/Transferee) will be required to abide by the SAC Scheme. The rules and regulations for the Said SAC is mentioned in Part III of the Third Schedule.

5) Membership of the Said SAC: The Allottee/Transferee accepts and confirms that (i) membership of the Said SAC shall be open only to the Complex Co-Owners/Transferees (ii) each Apartment shall be entitled to 1 (one) membership, irrespective of the number of owners of such Apartment (iii) membership shall be open only to individuals (i.e. no corporate membership) and if the Allottee/Transferee is a body corporate, it will be required to nominate 1 (one) 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 transfer of the Said Apartment, the membership will automatically stand transferred in favour of such new Allottee/Transferee at the then applicable SAC Scheme and thereupon the Allottee/Transferee abovenamed shall cease to be member of the SAC and (vi) if the Allottee/Transferee 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/Transferee agrees and confirms that the membership of the said SAC shall under no circumstances be separately transferable.

6) Maintenance of the Said SAC: The Allottee/Transferee agrees and confirms that the Said SAC, at the sole discretion of the Transferor/Promoter, be initially managed and operated by the Transferor/Promoter either by itself or through its



nominee for a period of 2(two) years from the date of completion of construction of the building 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. There shall be one common/joint Facility Manager/Association for both Solaris Bonhooghly and Solaris Bonhooghly Phase-2.

7) Membership Fee and Annual Subscription & Other Charges: The Allottee/Transferee agrees and confirms that (1) A non-refundable one -time membership fee of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) has been paid by the Allottee/Transferee to the Transferor/Promoter which has been appropriated by the Transferor/Promoter towards consideration for providing the Said SAC and the same without being liable to account for the same. (2) the Allottee/Transferee shall have to pay a fixed annual subscription for membership of the Said SAC, which shall be determined by the Transferor/Promoter at the time of opening of the Said SAC and the same at the sole discretion of the Transferor/Promoter and this shall be in addition to the Maintenance Charges (3) apart from the annual subscription as provided above, the Allottee/Transferee shall be required to pay 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.

8) Common Usage of the Said SAC: The Allottee/Transferee along with his/her family members shall be at liberty to use and enjoy the conveniences of the Said SAC situated at Solaris Bonhooghly Phase-2 as also those situated at Solaris Bonhooghly and the same in common with the owners/occupants/transferees of the Apartments of both the Complexes. The amenities and facilities forming part of Solaris Bonhooghly Phase-2 can be used by the Allottees of Solaris Bonhooghly however such amenities and facilities shall not form part of proportionate "Share in Common Portions" to be calculated for the project "Solaris Bonhooghly". There shall be one common/joint Facility Manager/Association for both Solaris Bonhooghly and Solaris Bonhooghly Phase-2 and such 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 occupants.

### **III. THE ALLOTTEE/TRANSFEREE HEREBY COVENANTS AND AGREES WITH THE TRANSFEROR/PROMOTER** as follows:-

- (a) The Allottee/Transferee shall have proportionate undivided right over the common areas, facilities and amenities of the said Building as specified in the **Third Schedule** hereunder written.

- (b) The Allottee/Transferee for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Transferor/Promoter and/or other co-owners of the other apartments in the said Building that (i) the Allottee/Transferee shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Allottee/Transferee as mentioned in the **Fourth Schedule** hereunder written (ii) the Allottee/Transferee shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Building from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas of the said Building as also of the **Said SAC** and all other outgoings in respect of the said Premises wholly and in respect of the common areas and portions of said Building proportionately and all other expenses incidental to the management of the said Building. Such payment shall be made by the Allottee/Transferee within Seven days of raising of bill(s) by the Transferor/Promoter/Maintenance Company/Association. (iii) the Allottee/Transferee shall use the said Apartment/Flat for residential purpose only and for no other purpose and (iv) the Allottee/Transferee shall not do any work which would jeopardise the soundness or safety of the said premises and Residential Complex, reduce the value thereof or impair any easement nor shall the Allottee/Transferee add any material structure or excavate any additional basement or cellar without, in every such case, the approval of the Transferor/Promoter/ Maintenance Company/Association.
- (c) The Allottee/Transferee shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Transferor/Promoter and/or the Allottee/Transferee of other premises in the said Building is prejudiced and affected in any manner whatsoever.
- (d) The Allottee/Transferee hereby agrees and undertakes to the Transferor/Promoter that the Allottee/Transferee shall bear and pay proportionately all common expenses payable by the Allottee/Transferee as may be determined and fixed by the Transferor/Promoter or the Maintenance Company or the Association, as the case may be.
- (e) Transferor/Promoter shall bear all municipal taxes, rates, levies, surcharges and outgoings of or on the said premises and appurtenances relating from the date of possession or registration of the Indenture in favour of the Allottee/Transferee whichever is earlier. Deemed date of possession shall mean \_\_\_\_\_ days after issuance of “notice of possession / call for possession” for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.

- (f) So long as each Apartment/Flat is not separately assessed for municipal taxes, rates, levies, surcharges and out goings, the Allottee/Transferee shall pay his/her/its proportionate taxes, rates, levies, surcharges and outgoings as determined by the Transferor/Promoter.
- (g) The Allottee/Transferee shall use the said Apartment/Flat and every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/shop/godown or for carrying on any industry or business.
- (h) The Allottee/Transferee shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.
- (i) The Allottee/Transferee hereby agrees that in the event of delay / default by the Allottee/Transferee in payment of the Maintenance Charges/ utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Allottee/Transferee shall be liable to make good such short fall within fifteen (15) days failing which the Allottee/Transferee shall be liable to pay interest @ ....% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Allottee/Transferee defaults in making the shortfall within a further period of fifteen (15) days, the Promoter / Maintenance Company/ Association shall have the right to withhold / discontinue the Maintenance Services / utilities for the Said Apartment/Flat, at any time, without any further notice.
- (j) The Allottee/Transferee shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.
- (k) The Allottee/Transferee shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Transferor/Promoter and of the other Allottee/Transferees/ occupants of the other apartments in the said Building. The Transferor/Promoters have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two-wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.

**IV.** The Parties hereto agree that the Transferor/Promoter of the said Land will submit the said premises and said Land and the unsold apartments (if any) in the said Building

together with the Allottee/Transferee as owner of the said Premises and Allottee/Transferees of the other apartments and car parking spaces to the provisions of the West Bengal Apartment Ownership Act, 1972 (“**the Act**”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Allottee/Transferee agrees to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Transferor/Promoter as may be necessary for the purposes of submitting the Residential Complex / said Premises to the provisions of the Act.

- V.** The Parties hereto agree with the Roof rights in the herein mentioned modality: The ultimate roof of the said Building shall mean the roof which will be for the common use of all the Purchasers of the said Building. The Transferor/Promoter has installed an elevated Grid Tied Rooftop Solar Panel Installation, which will provide shaded area and may be used for community activities. The Transferor/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 Building at its sole discretion. The Terms with regards to the “Grid Connected Roof Top Solar Power Plant Installation” is laid down in **Sixth Schedule** hereunder.
- VI.** The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

## **THE FIRST SCHEDULE ABOVE REFERRED TO**

### **PART-I**

#### **DEMISED PROPERTY**

All that piece and parcel of Land measuring 12.20 Acres together with structures erected thereon, comprised under Mouza Noapara, J.L. No. 9, in Dag Nos. 36(P), 39(P), 43(P), 47(P), 48(P), 49, 50, 51, 52, 53, 54, 55(P), 56, 57, 58, 59, 60, 61(P), 62(P), 63, 64(P), 65(P), 66(P), 67(P), 72, 73(P), 74, 75, 76(P), 129(P), 133(P), 136(P), 146(P), 147(P), 148(P), 149, 150(P), 549, 553, 554(P), 555(P), 556(P) admeasuring 10.82 Acres and under Mouza Palpara, J.L. No. 7, in Dag Nos. 32(P), 35(P), 38, 42(P), 47(P), 224(P) admeasuring 1.38 Acres, and the collective land measuring 12.20 Acres situate, lying at and being a divided and demarcated part or portion of Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 (formerly 1290), Ward No. 15, Kolkata- 700108, within the jurisdiction of Baranagar Municipality, under Police Station Baranagar, Post Office Baranagar, in the District of North 24-Parganas, delineated

on the Plan annexed hereto in **Annexure “A” (“Plan”)** and thereon shown surrounded by yellow colour boundary lines.

**PART-II**

**SAID LAND**

All That the Plot of Land measuring 0.90 Acre (zero acre and ninety decimal) more or less, comprised in R.S. Dag Nos. 38 and 224 recorded in L.R. Khatian Nos. 2 and 819, Mouza Palpara, J.L. No. 7, being the divided and demarcated portion of Premises No.561, Bonhooghly Arable Land, Lakeview Park Road, Holding No.4 (formerly 1290), Ward No. 15, Kolkata- 700 108 within the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas. The details of the Dags are given in the Charts below and delineated on the plan hereto annexed and marked as **Annexure “B” (“Plan”)** and thereon shown surrounded by Green colour boundary lines:

**Mouza - Palpara**

Sl. No.	R.S.	Dag	Portion	Area
1	38	(Full)		0.74
2	224	(Part)	Western	0.16
			Tot	0.90

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[DESCRIPTION OF APARTMENT]**

**All THAT Apartment/Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor**

The said Apartment/Flat is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure ‘B’.

**PART-II**

**[DESCRIPTION OF PARKING SPACE]**

**One Car Parking Space** for parking one medium sized car.

**THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

1. Entrance Lobby at the ground level of the Said Complex Lift machine room{s} and lift well(s) of the Said Complex.

2. Water supply pipeline in the Said Complex (save those inside any Apartment).
3. Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Complex Intercom network in the said complex, if any.
4. Lift(s) and allied machineries in the Said Complex.
5. Service rooms.
6. Common roof (demarcated for Complex Co-Owners) of the Said Complex.
7. Shafts of the Said Complex.
8. Visitor's Car Parking Area of the Said Complex.
9. Water reservoirs/tanks of the Said Complex.
10. Drainage and sewage pipeline in the Said Complex (save those inside any Apartment).
11. Electricity meter(s) for common installations and space for their installation.
12. Network of Cable TV/DTH in the Said Complex.
13. Firefighting system in the Said Complex.
14. External walls of the Said Complex.
15. Fire Refuge Platform of the Said Complex.
16. Electrical & PHE ducts.
17. Manholes and pits.
18. Transformer and DG sets.
19. Gatehouse.
20. Drainage and sewage pipeline and STP.
21. Water Treatment Plant.
22. Water Features.
23. Solaris Activity Centre (Described in Part II herein).
24. Washroom / Toilets for Support and Maintenance Staff.
25. Driveways, walkways of the Said Complex.
26. Landscaped areas (soft and hard).
27. Grid Tied Rooftop Solar Panel and area for its Installation.
28. Lobbies on all floors and staircase(s) of the Said Complex.

## **PART II**

### **Solaris Activity Center (SAC) - Conveniences and Location**

(A)

Solaris Bonhooghly

Community Space, Adda Zone, Gymnasium,  
Children's Play Area, Senior Citizen's Corner

(B)

Solaris Bonhooghly Phase 2

Community Space, Swimming pool, Kids pool, Massage Room

## **PART - III**

### **TERMS, RULES OF SOLARIS ACTIVITY CENTRE (THE SAID SAC)**

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND OBLIGATIONS TO BE OBSERVED]**

**I. OBLIGATIONS:**

1. To co-operate with the management and maintenance of the said Apartment/Flat, said Building and the said Building and to abide by the direction and/or decisions of the Promoter/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the said Building.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
3. To observe the rules and regulations contained and framed from time to time by the Promoter/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.
4. The Allottee/Transferee shall also observe and perform all the stipulations and conditions laid down by the Promoter/Maintenance Company/Association regarding the occupation and use of the said Apartment/Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.
5. To maintain the said Apartment/Flat at its own cost in such a good tenantable state of repair and condition from the date of possession of the said Apartment/Flat as shall at all times hereafter ensure the maintenance of support and protection to the said Apartment/Flat.
6. To permit the Promoter/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the said Apartment/Flat for the purpose of repairing any of the common areas or any appurtenance to any apartment and/ or anything comprised in any apartment, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Promoter/Maintenance Company/Association.

8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Towers and common areas of the entire said Building except the electricity charges of Club and Community Halls, and the Maintenance Charges of the said Building to the Promoter/Maintenance Company/Association.
9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Allottee/Transferee(s) of the said Apartment/Flat or his/her guests or servants to the Promoter/Maintenance Company/Association.
10. To carry out at its own cost all internal repairs to the said Apartment/Flat and maintain the said Apartment/Flat in same condition, state and order in which it was delivered by the Vendor to the Allottee/Transferee or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the said Building.

## **II. NEGATIVE COVENANTS :**

### **The Allottee/Transferee of the Apartment/Flat shall:-**

1. (a) Not to make any structural additions and/or alterations to the said Apartment/Flat such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Promoter/Maintenance Company/Association as the case may be.
- (b) Not to fix collapsible gates, grills, grill gates in the said Apartment/Flat without prior permission of the Promoter/Maintenance Company/Association as the case may be.
- (c) Not to erect any compound wall/any other fencing within the said Building.
2. (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
- (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress.
3. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Apartment/Flat to the upper and/or lower apartment and in particular not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common



passages or any other structure of the said Building in which the said Apartment/Flat is situated, including entrances of the said Building and in case any damage is caused to the said Building in which the said Apartment/Flat is situated or the said Apartment/Flat on account of negligence or default of the Allottee/Transferee in this behalf, the Allottee/Transferee shall be liable for the consequences of the breach.

5. Not to do or cause anything to be done in or around the said Apartment/Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.
6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common portion and also not to alter or permit any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Promoter or its successors in title differs of the said Building or deviation or which in the opinion of the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the said Building.
8. Not to install grills, the design of which has not been suggested and/or approved by the Promoter / Maintenance Company or in any other manner do any other act which would in the opinion of the Promoter/ Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Apartment/Flat.
10. Not to use the said Apartment/Flat for commercial purposes or use the same for any immoral activities or manufacturing or processing works or storage purpose or any other purposes save and except exclusively for residential purposes.
11. Not to cause or permit obstruction of any drain or pipe used in common with the other apartment owner(s) for the passage of water or soil in connection with the said Building.
12. Not to do permit or suffer to be done in or upon the apartments anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighbouring apartments, in the said Building.

13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire said Building except in the space for garbage to be provided in the ground floor of the said Building.
14. Not to make or permit any disturbing noises in the said Building by the Allottee/Transferee(s) himself, his family, his invitees or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other apartment owner(s).
15. Not to put the names in entry passages excepting in the proper place provided by Promoter/Maintenance Company for the use of the said Apartment/Flat occupied by the Allottee/Transferee(s) or his/her/its nominee(s).
16. Not to allow dust, rubbish or litter swept from the said Apartment/Flat to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
17. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
18. Not to throw anything (including cigarettes, smoking materials spitting of pan) or emptied by the Allottee/Transferee(s) or his/her/its servants or their guest out of the windows and/or doors or anywhere on the common areas of the said Building, common areas of the entire said Building and Car / Two Wheeler Parking lot nor shall shades, window guards or any temporary article to be hung from or placed outside the window or said Building.
19. Not to permit common areas of the said Building to be fouled by dogs or other animals coming from the said Apartment/Flat.
20. Not to store or bring and allow to be stored and brought in the said Apartment/Flat any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Apartment/Flat.
21. Not to subdivide the said Apartment/Flat and/or the parking space(s) as allocated thereof.
22. Not to close any windows or make openings in the walls or through the walls of the said Apartment/Flat.
23. Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Building including Water Storage Tank for the Fire Fighting arrangement.

24. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Apartment/Flat without giving notice to Promoter/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Promoter/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
25. Not to display or affix any neon-sign or signboard on any outer wall of the Tower or the apartment or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Promoter/Maintenance Company/Association.
26. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments by metes and bounds.
27. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any apartment in or any part of the said Building or cause any increased premium to be payable in respect thereof.
28. Not to do or suffer to be done anything to in or about the said Apartment/Flat or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Allottee/Transferee committing any act in contravention of the above provision, the Allottee/Transferee shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the Tower in which the said Apartment/Flat is situated and the said Apartment/Flat itself or any part thereof.
29. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Apartment/Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter/Maintenance Company liable for execution of such works.
30. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Tower in any manner whatsoever.
31. Not to enclose any balcony in the said Apartment/Flat except with grills with designs approved by the Promoter/Maintenance Company.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[COMMON EXPENSES]**

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said Building.

2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Allottee/Transferee in common with the other owners/occupiers as aforesaid.
3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building.
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire said Building.
8. Maintenance of internal roads, passages etc.

#### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

##### **Grid Connected Roof Top Solar Power Plant Installations**

**Installation as per guidelines:** The Transferor/Promoter has installed an Elevated Grid Connected Solar Power Plant at roof top of the Project in accordance with the provisions of MNRE Notification dated 02<sup>nd</sup> September 2016, WBERC Notification dated 22<sup>nd</sup> March 2013 and WBREDA notification dated 5<sup>th</sup> June 2012 for providing power for certain common facilities at the sole discretion of the Promoter at the Said Project (Said Solar Power Plant). The capacity of the Said Solar Power Plant shall be as per the sole discretion of the Promoter..

**Costs of installation:** Costs of installation of the Said Solar Power Plant has been borne and incurred by the Transferor/Promoter either directly 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 Transferor/Promoter or the Association, the Transferor/Promoter shall solely and exclusively be entitled to be paid the same.

**Net Metering:** Energy consumed, and energy produced will be monitored by way of 2-way electricmeters. The CESC (Power Distribution Company) will provide net-off up to 90% consumption from such 2-way electric meters with net metering billing mechanism.

**Power Purchase Agreement:** A Power Purchase Agreement will be entered into between the Association or the Transferor/Promoter representing the Association of the One Part and the CESC (Power Distribution Company) of the Other Part, for the above purpose and in this regard, the Transferor/Promoter shall have irrevocable authority on behalf of the Association as also all the Transferees of Apartments at the complex including the Allottee/Transferee herein.

**Amendments in guidelines:** Presently, the power sharing arrangement is up to 90% of the units consumed through CESC 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.

**Maintenance of the Said Solar Power Plant:** The Transferor/Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant on the Roof Top of the Said Project and the same as common facilities of the Project for a period of 2(two) years from the date of completion of the said Project 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.

**Documentation of the Said Solar Power Plant:** The Transferor/Promoter would furnish to the Association the details of the Agreement and/or Arrangement with the CESC (Power Distribution Transferor/Promoter) 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.

**IN WITNESS WHEREOF** the Transferor/Promoter and the Allottee/Transferee above named have put their respective hands and seals the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** by the  
**Transferor/Promoter & Allottee/Transferee**  
 above named at Kolkata in the presence of:

1.

2.

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 (Signature of the Transferor/Promoter)

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(Signature of the Allottee/Transferee)

**RECEIVED** on and from the within named Allottee/Transferee the within mentioned amount towards payment of consideration in full as per Memo hereunder written ..... **Rs.**  
.....**Only.**

**MEMO OF CONSIDERATION**


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(Signature of the Transferor/Promoter)

**Witness:**

**1.**

**2.**