



SOLARIS BONHOOGHLY PHASE 2 FLAT TRANSFER AGREEMENT

FLAT TYPE	
TOWER NO	
FLAT NO	



1. **DATE:** _____

2. **PLACE:** Kolkata

3. **PARTIES**

3.1 **Eden Realty Ventures Private Limited** (formerly Laxmi Realtors Private Limited) (PAN AAACL9697H) a company, a company under the Companies Act 1956, having its registered office at Metropolitan Building, 7, Jawaharlal Nehru Road, P.O. Dharmatala, Police Station – New Market, Kolkata-700013. (**Transferor**, includes successors-in-interest)

AND

3.2 _____

(**Transferee**, includes successors-in-interest)

Transferor and Transferee are hereinafter individually referred to as **Party** and collectively as **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **SUBJECT MATTER OF AGREEMENT**

4.1 **Transfer of Said Apartment and Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Apartment / Flat :** Residential Apartment No. _____, on the _____ floor of Tower No. _____ having carpet area of approximately _____ sq.ft. (_____ square feet) corresponding to standard built-up area of approximately _____ sq.ft. (_____ square feet) described in Part I of the Second Schedule below and delineated on the Plan annexed hereto and bordered in colour Green thereon (Said Apartment), in the proposed complex named "Solaris Bonhooghly Phase 2" (Said Complex) to be erected at the said "Plot of Land" measuring 1.417 Acre (One Acre Forty One point Seven decimals) more or less, being the divided and demarcated portion of Premises No. 561 Bonhooghly Arable Land, Lakeview Park Road, Holding No.4 (formerly 1290), Ward No. 15, Post Office Baranagar under Police Station Baranagar within the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, Kolkata – 700108, District North 24 Parganas and described in the First Schedule below (Said "Plot of Land"/ Said "Property").

4.1.2 **Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the leasehold right in the Said Property, as be attributable and appurtenant to the Said Apartment (Land Share). The Land Share is to/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Apartment bears to the total super built-up area of the Said Complex.

4.1.3 **Said Parking Space:** The right to park Medium sized car/two-wheeler in the parking space/s described in Part II of the Second Schedule below (Said Parking Space), if any.

4.1.4 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities at the Said Complex as be attributable and appurtenant to the Said Apartment (Share in Common Portions). The said common areas, amenities and facilities being described in the Third Schedule below (collectively Common Portions). The Transferee hereby consents and confirm that (1) the Transferor shall have absolute right to modify the Common Portions and (2) the Common Portions shall be available for use in common by all the Transferees and/or occupiers of apartments and Commercial Units/Shops in the Said Complex (collectively Complex Co-Transferees) as per provisions laid down below. The Said Apartment, the Land Share, the Said Parking Space if any and the Share in Common Portions are collectively described in Part III of the Second Schedule below (collectively Said Apartment and Appurtenances).

4.1.5 **Standard Built-up Area / Super Built-up Area:** "Standard Built-up Area" / "Super Built-up Area" of the Apartment shall mean the carpet area of the Apartment plus the Land Share and the proportionate share of the common portions of the Said Complex.

4.1.6 **Carpet Area:** Carpet Area of an Apartment means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

4.1.7 **Solaris Bonhooghly:** The building complex being constructed by the Transferor at the piece and parcel of land admeasuring an area of 0.90 Acre (Zero Acre and Ninety Decimal) more or less, comprised in R.S. Dag Nos. 38 and 224 recorded in 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 within the Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, Kolkata – 700108, District North 24 Parganas (North).

4.1.8 **Architect:** Shall mean Espace having its office at 35A Dr. Sarat Banerjee Road, Kolkata – 700021, represented by Shri Malay Kumar Ghosh, Architect or any other person or firm or Company as may be appointed by the Transferor from time to time.

5. **BACKGROUND**

5.1 **Ownership of State Government:** The Refugee Relief and Rehabilitation Department of the Government of West Bengal presently known as Department of Land and Land Reforms & 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 acres 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 Plot of Land / Said Property is a part of the said Larger Property.

- 5.2 **Mutation:** The State Government got its name mutated in respect of the Said Larger Property including the Said Property in the records of the Block Land and Land Reforms Office, Barrackpore II, under Khatian Nos. (LR) 2, 810 (modified) and 819 (modified).
- 5.3 **Said Deed:** By a Registered Deed dated 17th November, 2017 and registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. 1, CD Volume No. 1904, Pages 438663 to 438692, being Deed No. 11655 for the year 2017 (Said Deed), the State Government granted in favour of the Transferor a lease in respect of land measuring approximately 1.417 acre (One Acre Forty One point Seven decimals) (Said Property) together with other rights and benefits as per the terms and conditions of the Said Deed for a period of 99 (ninety nine) years with the right of renewal for a further period of 99 (ninety nine) years. Thus, the Transferor acquired leasehold interest in respect of the Said Property. The Transferor is now in peaceful possession of the Said Property.
- 5.4 **Sanctioned Plans:** With the intention of developing and commercially exploiting the Said Property by constructing the Said Complex thereon and transferring various flats/spaces/Units/Shops) and parking spaces (collectively Parking Spaces) therein (such construction and transfer collectively Project), the Transferor has applied and got original sanction building plan No. PWBS/357/15 dated 10/12/14 revalidated from time to time and at present being building permit No. PWBS/RB – 16/15 dated 11/05/18 duly sanctioned by the Baranagar Municipality for construction of the Said Complex (Sanctioned Plan), which shall include all further sanctions vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Baranagar Municipality and other concerned authorities. The Transferee hereby consents and confirms that the Transferor shall at all times be entitled at its discretion to have the sanctioned plan suitably modified or revised or revalidated without any objection on the part of the Transferee.
- 5.5 **Commercial Units/Shops:** The Transferor has decided to construct several units/shops for Commercial use in the Said Complex and for transferring the same to intending Transferees at such price and on such terms & conditions which the Transferor in its sole discretion may deem fit and proper. The Transferee hereby agrees and accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- 5.6 **Said Scheme:** The Transferor formulated a scheme for transfer of the Apartments, Commercial units/shops and Parking Spaces (Said Scheme). The Said Scheme is based on the legal premise that (1) the Transferor has got leasehold interest in the Said Property and hence such leasehold interest in the Apartments and Appurtenances shall be transferred in favour of the Transferees for the residue of the unexpired period of 99 (ninety-nine) years under the Said Deed together with right to take renewal thereof for a further term of 99 (ninety-nine) years (2) such transfer of Apartment and Appurtenances, Commercial units/shops by the Transferor to the Transferees shall be subject to the Transferee paying to the Transferor the agreed Total Price on account therefor as provided hereafter, which include the proportionate costs of installation of Grid Tied Rooftop Solar Panel (3) to give perfect title to the Transferees, the Transferor shall enter into agreement with the Transferees whereunder the Transferor shall agree to transfer the Said Apartments and Appurtenances to the Transferees and (5) the agreed Total Price payable by the Transferees shall be payable entirely to the Transferor. (6) The Transferee consents that only one member of his/her family will be entitled to be allotted only one flat in Solaris Bonhooghly Phase 2. The term "Family" shall mean and include the applicant, spouse and unmarried or dependent children
- 5.7 **Application and Allotment:** In pursuance of application in the prescribed format made in this regard, the Transferee has been allotted the Said Apartment and Appurtenances, subject to the various, terms, conditions and covenants recorded in the General Terms and Conditions (GTC) issued by the Transferor and also subject to the Transferee entering into this Agreement and fulfilling the various terms and conditions hereof, without default.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Transferee and the allotment made as aforesaid, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms conditions, covenants and stipulations (superseding all previous documents and understandings, oral and in writing, express or implied) for transfer of the Said Apartment and Appurtenances in favour of the Transferee.
6. **CONDITIONS PRECEDENT**
- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
 - 6.1.1 **Understanding by Transferee:** The Transferee hereby declare and confirm that the Transferee has agreed and accepted the under mentioned methodology to be followed by the Transferor:
 - (a) **Development of Said Complex:** The Transferor propose to develop the entirety of the Said Property by erecting and/or constructing the Said Complex thereat and the Transferee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plan of the Said Complex have been and/or shall be obtained from the Baranagar Municipality. The Transferee consent and confirm that the Transferor shall be entitled to make such variations in the construction plan of the Said Complex as the Government or the municipality or other local body or authority may require and as may be necessary by the exigencies of the circumstances from time to time. The Transferee hereby agrees to execute a Power of Attorney in favour of the Transferor or its nominee/s to do all acts deeds matters & things to make such variations in the construction plan of the Said Complex as any Government authority may require and as may be necessary by the exigencies of the circumstances from time to time. Such Power of Attorney shall be executed simultaneously with this Agreement or at any stage as and when may be required by the Transferor which the Transferee has duly consented.
 - (c) **Extent of Title:** The right, title and interest of the Transferee shall be limited to the Said Apartment, the Land Share, the Said Parking Space, if any, and the Share in Common Portions and the Transferee hereby accepts the same and further agree and confirm that the Transferee shall not, under any circumstances, raise any claim or right, title and interest of any nature whatsoever on any other part, portion, component or constituent of the Said Complex.

- (d) **Common Portions Subject to Change:** The Transferee hereby consent and confirm that the Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Transferor to accommodate their future plans regarding the Said Complex and that the Transferee shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Status of Said SAC:** The conveniences of the Said SAC (defined in Clause 10.1 below) shall be deemed to be a constituent of the Common Portions of the Said Complex and the Transferee 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, specifically, with regard to the Said SAC.
- (f) **Right of Said Signage:** The Transferee has no objection to nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) of the brand name of the Transferor (Said Signage) being erected on the roof and/or the parapet walls and/or the façade of the building of the Said Complex and the boundary wall of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Transferor. The Transferor shall maintain the Said Signage at its/their own cost and in this regard, the Facility Manager (defined in Clause 9.10) shall have no connection with such maintenance. If the Said Signage is illuminated, the Transferor shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Transferee nor the Transferee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Transferor 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 Transferor and/or the men and agents of the Transferor 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 Transferee or the Facility Manager for all times to come.
- 6.1.2 **Financial and Other Capacity of Transferee:** The Transferee has assured the Transferor that the Transferee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Transferee:** The Transferee hereby declare and confirm that the Transferee is acquainted with, fully aware of and is thoroughly satisfied about the title of the State Government and the Leasehold rights of the Transferor, the Sanctioned Plan/s, all papers related to the Said Property the right of the Transferor to enter into this Agreement, the Said Scheme and the methodology of development described above and the extent of the rights being granted in favour of the Transferee and the negative covenants mentioned above and also elsewhere in this Agreement and the Transferee hereby accepts the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The standard built-up area /super built-up area of the Said Apartment is _____ sq.ft. (_____ square feet). corresponding to carpet area of _____ sq.ft. (_____ square feet). On completion of construction of the Said Apartment, the project Architect shall certify the standard built-up area and also the carpet area of and the same shall be final and shall not be challenged by either Party. The Transferee hereby accepts the above and further agrees not to raise any objection with regard thereto.
- 6.1.5 **Said Parking Space and Terms of Allotment:** The Transferor hereby agrees and confirms that the parking space (if any, agreed to be taken by the Transferee) (1) shall be allocated through lottery of the allotted parking spaces to the Transferee only after completion of construction of the Said Complex and if the Transferor in its sole discretion finds it feasible, simultaneously with delivery of possession of the Said Apartment (2) the Transferor at its sole discretion shall define the available parking spaces that shall form part of the Lottery process for allocation (3) if it is a ground covered parking space for car, the same shall be on the ground floor of the buildings at the Said Complex and the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as may be decided by the Transferor in its sole discretion and (4) if the parking space is in a multi-level car parking, the same shall be open to the sky or in a covered space on the first floor or on the second floor of the building at the Said Complex (MLCP) and the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as may be decided by the Transferor in its sole discretion (5) If ground open or mechanical parking space for car, the same shall be at any place on the ground level and the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) as may be decided by the Transferor in its sole discretion and (6) if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only and the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway), as may be decided by the Transferor, in its sole discretion. It is clarified that (7) The right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Transferor in this regard shall be final and binding on the Transferee and can only be used for parking of a medium sized motor car or two- wheeler, as the case may be, of the Transferee and not for any other purposes, (8) the Transferee will have only right to park in the Said Parking Space, (9) Unallotted right to use parking spaces in the Said Complex shall continue to remain the property and in possession of the Transferor (Unallotted Space(s)). (10) The Transferor reserves the right to allot/transfer/use such Unallotted Space(s) to whomsoever it desires including any individual or corporate who may or may not have a Flat/Apartment in the Said Complex on the terms and conditions and in the manner as the Transferor may deem fit at its sole discretion, (11) The right to use parking spaces, if any, at the sole discretion of the Transferor, reserved for the visitors shall be handed over to the Flat Owners' Association of the Said Complex/Interim Maintenance Body/Administrator, as the case may be. The Transferee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto.
- 6.1.6 **Rights Confined to the Said Apartment And Appurtenances:** The Transferee agree, declare and confirm that the right, title and interest of the Transferee is and shall be confined only to the Said Apartment and Appurtenances and that the Transferor shall at all times be entitled to deal with and dispose off all other Apartments, Commercial units/ shops, Unallotted Space(s) and portions of the Building, the Said Complex and the Said Property in favour of third parties at their sole discretion, which the Transferee hereby accepts and to which the Transferee, under no circumstances, shall be entitled to raise any objection.
- 6.1.7 **Absolute Right to Develop and Transfer:** The Transferee hereby agrees that the Transferor shall have full and absolute right without any interference to develop Solaris Bonhooghly Phase 2 by constructing residential apartments as well as units/ shops for commercial use and Parking spaces. The Transferor shall have absolute right to transfer the Commercial units as per terms and conditions to be decided by the Transferor. The Transferee of the Commercial units shall be entitled to enjoy the facilities and convenience of the Said Complex including the common portions as decided by the Transferor in its sole discretion.

- 6.1.8 **Covenants:** The Parties mutually agree and accept that (1) the covenants of the Transferee (Transferee's Covenants) and the covenants of the Transferor (Transferor's Covenants) as mentioned in Clause 11 and its Sub Clauses below shall perpetually run with the land as also the Apartment and Appurtenances (2) the Transferee's Covenants and the Transferor's Covenants (collectively Covenants) shall respectively bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Transferee's Covenants and Transferor's Covenants shall be strictly performed by the Transferee and the Transferor, respectively.
- 6.1.9 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the Parties mutually agree and declare that the description of the Common Portions described in the 3rd Schedule below are only indicative and are not intended to bind the Transferor in any manner. The Transferor shall, in its absolute discretion be entitled to modify or improvise upon the Common Portions and the Transferee hereby accepts the same and further agree not to raise any objection in this regard and/or have any claim, financial or otherwise, against the Transferor for such modification or improvisation.
- 6.1.10 **Extension/Addition:** The Transferee agree, declare and confirm that notwithstanding anything contained in this Agreement, the Transferee has no objection and shall under no circumstances have any objection to the Transferor (1) integrating/adding (notionally or actually) otherlands to the Said Plot of Land / Said Property and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Complex including the Common Portions (3) modifying the Sanctioned Plans, as may be necessary in this regard and (4) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. Transferor 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.

7. COMMENCEMENT AND VALIDITY

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 7.2 **Validity:** This Agreement shall remain valid, binding and in force till such time the Said Apartment and Appurtenances is completed and possession thereof is delivered to the Transferee, unless terminated in the manner mentioned in this Agreement.

8. NET PRICE, TOTAL PRICE, PAYMENT AND EXTRAS

- 8.1 **Net Price and Total Price:** The agreed consideration for transfer of the Said Apartment, the Land Share, the Share in Common Portions is ₹ _____/- (Rupees _____) (Net Flat Price) and for the Said Parking Space, if any is ₹ _____/- (Rupees _____) for Car Parking and ₹ _____/- (Rupees _____) for Two Wheeler Parking aggregating to ₹ _____/- (Rupees _____) (Net Parking Price). The Net Flat Price and Net Parking Price (collectively Net Price) and Goods and Service Tax of ₹ _____/- (Rupees _____) aggregating to ₹ _____/- (Rupees _____) (collectively Total Price), to be paid in full to the Transferor, which the Parties confirm and accept. The Net Price has been fixed by mutual consent and hence it shall not be open to question by any Party provided the Net Price and the Extras (defined in Clause 8.4 below) shall vary in case of any change in the measurement of the Said Apartment in the manner mentioned in Clause 6.1.4 above.
- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Transferee in the manner mentioned in the 7th Schedule hereunder written and the same being the essence of contract. The Transferee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment and Appurtenances till such time the Transferee has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.
- 8.3 **Notice for Payment:** On account of each of the instalment mentioned in the 7th Schedule towards payment of the Total Price in the manner mentioned above, as applicable, the Transferor shall give written notice (by registered/speed post to the address provided by the Transferee in the application form or email to the email id supplied by the Transferee in the Application Form) to the Transferee (Payment Notice), quantifying the amount payable by the Transferee. Within 15 (fifteen) days of the date of the Payment Notice, the Transferee shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Transferee shall be deemed to be in default and the consequences mentioned in Clause 13.1 below shall follow. The Transferee covenants that the Transferee shall regularly and punctually make payment of the instalments of the Total Price in the manner mentioned in the 7th Schedule of this Agreement is and shall be deemed to be sufficient notice to the Transferee about the obligation to make payment. Timely payment by the Transferee of the Total Price and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring "Eden Realty Ventures Pvt. Ltd. A/c Solaris 2" or such other name as may be notified by the Transferor.
- 8.4 **Extras:** In addition to the Total Price, the Transferee shall also pay to the Transferor or the Association or other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively Extras), proportionately or wholly (as the case may be), with G.S.T as applicable thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 17.1 below), proportionately.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the Third Schedule below) and improved specifications of construction of the Said Apartment and/or the Said Complex over and above the specifications described in the 5th Schedule below (Specifications), proportionately.

- 8.4.3 **Electricity:** The Transferee shall pay to the Transferor an amount at the rate of ₹60/- (Rupees sixty) per square feet based on the super built-up 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 Transferees will have to pay to CESC / Electricity Distribution Agency, a further amount towards Security Deposit for their individual connection as per demand to be raised separately by the CESC / Electricity Distribution Agency.
- In case CESC / Electricity Distribution Agency decides not to provide individual meters to the Transferees, the Transferor will provide sub-meters to the Transferees upon payment by them of the proportionate amount of Security deposit payable to CESC / any other electric supply agency for such connection.
- 8.4.4 **Electricity Meter for Common Portions:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions, proportionately.
- 8.4.5 **Generator:** Stand-by Diesel Generator (DG) for power back up facility at the Said Complex for running the basic electrical appliances at the building shall be provided. Each of the Apartments at the Said Complex shall be allocated maximum 500 Watts. The Transferee shall pay ₹15,000/- (Rupees Fifteen Thousand) only towards costs of installation of the DG Set. The Transferor or the Facility Manager/Association shall make suitable mechanism for payment of DG usage charges by the transferees.
- 8.4.6 **Security Deposit:** The Transferee shall pay to the Transferor an amount at the rate of ₹50 per sq.ft. per square feet based on the super built-up area of the apartment (Security Deposit). The Transferor reserves the right to adjust this deposit towards any dues payable by the Transferee 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 Transferor to the Flat Owner's Association or the maintenance body at the time of handing over the maintenance and management of the common areas and facilities of the Said Complex.
- 8.4.7 **Betterment Fees:** The Transferee shall pay to the Transferor betterment or other levies that may be charged/imposed by any government authority or statutory body on the Said Property or the Said Apartment and Appurtenances or its transfer in terms hereof, proportionately.
- 8.4.8 **Taxes:** G.S.T, S.T.C., Works Contract Tax, Value Added Tax, cess, duties, levies or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Transferor, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment.
- 8.4.9 **Upkeep Charges:** On and before the Date of Fit-out-Possession, the Transferee shall pay to the Transferor a consolidated sum of ₹ _____/- (Rupees _____) per sq.ft. of the Standard built-up area of the apartment and the proportionate municipal charges which shall be utilised for defraying day to day upkeep of the Common portions till the Possession Notice is served upon the Transferees. In case of any additional expense incurred by the Transferor before the Possession Notice is issued, the Transferor shall at its sole discretion raise additional proportionate amount as Upkeep Charges on the respective Transferees before handing over the Possession of the Said Apartment and Appurtenances to the Transferee which the Transferee accepts and agrees to pay within the Due Date to take Possession of the Said Apartment and Appurtenances.
- 8.4.10 **Legal Charges, Stamp Duty and Registration Costs:** The Legal Advisors of the Transferor have drawn this Agreement and shall draw all further documents. The Transferees shall be required to pay to the Transferor documentation charges at the rate of 0.5% of the Net Price of the Said Apartment and Appurtenances (Said Legal Charges). 50% (fifty percent) of the Said Legal Charges shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on or before the Deemed Date of Possession. In addition to the above Legal Charges, Stamp duty, registration fees, fixed miscellaneous expenses for registration amounting to ₹ 6000/- (for each instance) and all other fees and charges, if any, shall be borne by the Transferee and shall be paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Transferor, who shall do all accounting with the Legal Advisors.
- 8.4.11 **Common Expenses, Maintenance Charges and Rates & Taxes:** This comprises of proportionate share (Maintenance Charges) of the common expenses described in the Sixth Schedule below (Common Expenses) along with Municipal Tax, Land Revenue, surcharge, levies, cess etc. (collectively Rates & Taxes) from the Date of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions. Simultaneously with the payment of the last instalment of the Total Price, the Transferee shall pay to the Transferor a consolidated sum @ ₹24/- (Rupees Twenty-Four) only per square feet of the standard built-up area of the Said Apartment being the amount calculated @ ₹ 0.99 per sq.ft. and the same rounded up to ₹ 1/- (One Rupee) only per square feet of the standard built-up area of the Said Apartment for a period of 24 months from the Date of Possession Notice, which amount shall be utilized by the Transferor for defraying Maintenance Charges and Rates & Taxes (Maintenance Fund). It is clarified that (1) the Said Complex may be maintained through the Facility Manager (defined in Clause 9.10 below), in which event all payments shall be made by the Transferee to the Facility Manager, after the Maintenance Fund is exhausted and (2) On or before expiry of the aforesaid period of 24 months or such extended time as the Transferor shall think proper, the supervision of maintenance of the Said Complex shall be handed over by the Transferor to a body of the Complex Co-Transferees, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972, or other applicable laws (Association), so that the Association may deal directly with the Facility Manager. The above-mentioned rate is based on the current rate of power tariff, the net-off available from the power supplier and the power through the Grid Tied Roof Top Solar installation in the Said Complex, diesel rate and minimum wages. In case of any increase in the rates of power tariff and or other costs, the Transferor shall be at liberty, at any time after the execution of this agreement to revise the said monthly maintenance charges and the Transferee shall be liable to pay to the Transferor without any demur or delay. In the event neither the association nor the interim body or the administrator could be appointed for taking over the common area maintenance and management of the Said Complex, the Transferor may on and from commencement of the third year from the deemed date of possession and onwards may continue to manage and maintain the same on the terms and conditions as shall be decided by the Transferor. The Transferor shall raise bills on the Transferee for the third year and onwards till formation of flat owners' association or interim body or appointment of administrator as the case may be with an increase on the maintenance charges as may then be decided by the Transferor. The Transferee will be required to pay the maintenance charges in advance, as per the bills raised by the Transferor within the due dates, failing which an interest of 12% per annum will be charged for that period of delay.
- 8.4.12 **Solaris Activity Centre (SAC) charges:** This comprises of a non-refundable one-time membership fee of ₹10,000/-, fixed annual subscription for membership of the Said SAC and any additional charges on account of "Pay and Use" facilities.

- 8.4.13 **Formation of Association:** The Transferor shall on behalf of the Transferees of the Apartment and the Commercial Units at the Said Complex including the Transferee abovenamed form/constitute/incorporate an Association at any stage which the Transferor at its discretion shall deem fit and proper, to undertake maintenance of the Said Complex and in this regard the Transferee has duly consented. The Transferee herein irrevocably authorise and empower the Transferor to do all acts in the name, on behalf and on account of the Transferee in this regard. The Transferee hereby agrees and declares to execute a Power of Attorney in favour of the Transferor for formation and the Registration of Owner's Association on Transferee's behalf, which shall be executed simultaneously with this Agreement or at any stage as and when may be required by the Transferor which the Transferee has duly consented. The Transferee of the Apartments and the Commercial Units at the Said Complex including the Transferee abovenamed shall proportionately bear the costs of such formation / constitution / incorporation of Association by the Transferor.
- 8.4.14 **Increase in Total Price:** In the event of increase in the measurement of total super built-up area / standard built-up area of the Said Apartment, there shall be increase in the Total Price and the same at the rate at which the Total Price has been computed.
- 9. CONSTRUCTION, COMPLETION OF TRANSFER AND FACILITY MANAGER**
- 9.1 **Construction by Transferor:** The Transferor shall construct and complete the Said Apartment and Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the Fifth Schedule below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Parties. The Transferee hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Transferor and/or the Architect making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Transferee shall not do any act, deed or thing whereby the construction/development work of the Said Apartment And Appurtenances, Commercial units/Shops and/or the Said Complex is in any way hindered or impeded. The Transferee hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Transferee:** The Transferee shall make all payments and perform all obligations as stipulated in this Agreement and the Transferee shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Constructing and making the Said Apartment habitable and the Said Parking Space, if any, usable ((1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding), shall be done by the Transferor within 42 (forty-two) months from February 2018. Transferor shall neither incur any liability nor shall be held liable for claim of any amount by the Transferee, if the Transferor is unable to deliver possession of the Said Apartment within the Completion Date due to Circumstances beyond control or Force Majeure (defined in Clause 17.1 below) or for or on account of (1) delay on the part of the Transferee in making any payment or (2) any other reasonable cause whereby the Transferor is prevented from completing the development . In no event shall the Transferee be entitled to claim any amount from the Transferor on account of consequential losses and damages if the Said Apartment and Appurtenances is not completed within the Completion Date.
- 9.6 **Possession of Said Apartment:** Upon construction and making the Said Apartment habitable, the Transferor shall hand over possession of the same to the Transferee. With regard to possession, it is clarified as follows:
- 9.6.1 **Possession for Fit-Out:** As soon as the Said Apartment is ready for fit-out, the Transferor shall serve a "Fit-out Possession" notice on the Transferee, calling upon the Transferee to take physical possession for the limited purpose of fit-out of the Said Apartment. Before such delivery of possession for fit-out, the Transferee shall pay to the Transferor all amounts due and payable towards the consideration, extras and other charges and the Transferee shall not claim for possession of the Said Apartment and Appurtenances for fit-out till such payments are made in full. The Transferee shall also be bound to complete snagging of the Said Apartment within 15 (fifteen) days from the date of "Fit-out Possession" notice being served on the Transferee, failing which it shall be deemed that the Transferee has taken satisfactory possession on the 16th (sixteenth) day from the date of "Fit-out Possession" notice (date of actual or deemed limited physical possession for fit-out, Date of Fit-out possession). It is further clarified that the date of Fit-out possession is different from the Date of Possession and the modalities ancillary thereto are morefully described in Clause 9.6.2.
- 9.6.2 **Possession Notice:** Subject to the provisions above, on the Completion Date which may include the period required due to the Circumstances Of Force Majeure mentioned in Clause 17.1 and other circumstances mentioned in Clause 9.5 above, the Transferor shall serve a notice of possession on the Transferee ("Possession" notice) calling upon the Transferee to take exclusive physical possession of the Said Apartment within the date and time as may be notified in the Notice of Possession, which shall be deemed to be the Date of Possession (Deemed Date Of Possession), irrespective of the date when the Transferee takes physical possession of the said Apartment. From the Deemed Date of Possession, the Transferee shall become liable to pay all outgoing (such as Maintenance Charges and Rates & Taxes), irrespective of whether or not the Transferee takes exclusive physical possession of the Said Apartment And Appurtenances. In case the said deeming provision comes into force, the Transferee confirms that the Transferee cannot claim to be in physical possession of the Said Apartment And Appurtenances and the same shall be received by the Transferee only upon clearing all dues and performing all obligations.
- 9.6.3 **Deemed Possession:** In case the delivery of physical possession of the apartment is withheld by the Transferor on any other grounds /reasons, the physical possession of the apartment shall be deemed to have been taken by the Transferee on the Deemed date of Possession as indicated in the Notice of Possession.
- 9.6.4 **Apartment Completion:** Construction of the Said Apartment shall be deemed to have been completed in all respect if the same is made fit for habitation and use ((1) in bare condition and (2) as per the Specifications, and in this regard the decision of the Architect shall be final and binding). The Transferee has agreed that, it shall not be obligatory for the Transferor to complete the Common Portions in all respects before giving the Possession Notice to the Transferee.
- 9.6.5 **Project Completion:** Upon the Architect certifying Completion of the construction of the Said Complex along with the common portions and amenities as specified in the 3rd Schedule, the entire Project shall be deemed to be completed in all respect.

- 9.6.6 **Complete Satisfaction on Possession:** On the Deemed Date of Possession, the Transferee shall be deemed to be completely satisfied with all aspects of the Said Apartment, including the carpet area as also the super built-up area of the Said Apartment. After taking physical possession or on and from the Deemed date of Possession of the Said Apartment whichever is earlier, the Transferee shall not be entitled to raise any dispute or claim against the Transferor in respect of any item of work in the Said Apartment, which may be said to have not been carried out or completed.
- 9.6.7 **Commencement of Outgoings:** From the date of physical possession or on and from the Deemed date of Possession of the said Apartment whichever is earlier, all outgoings in respect of the Said Apartment And Appurtenances, including Maintenance Charges and Rates & Taxes shall become payable by the Transferee.
- 9.7 **Transferor's Obligations:** Subject to the Transferee making payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Transferor hereby agree:
- 9.7.1 **Construction of Said Apartment, And Appurtenances:** that the Transferor shall construct and make the Said Apartment habitable, and the Said Parking Space, if any, usable.
- 9.7.2 **Transfer of Said Apartment And Appurtenances:** that the Transferor shall transfer the Said Apartment and Appurtenances to the Transferee.
- 9.7.3 **Construction According to Specifications:** that subject to the other provisions of this Agreement, the Transferor shall construct and complete the Said Apartment in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.4 **Arrangement for Utilities for Construction Work:** That the Transferor shall make own arrangement for water and electricity required for construction. It is clarified that during the Transferor constructing/developing other portions of the Said Complex and in the event the Transferor extending the Said Complex, the Transferee shall not have/raise any objection to the Transferor using the water and electricity connection from the Said Property/Said Complex for the aforesaid construction/development work.
- 9.8 **Completion of Transfer:** The transfer of the Said Apartment and Appurtenances shall be completed by execution and registration of transfer deed in favour of the Transferee provided the Transferee tenders and pays in time the agreed consideration amount, extras, deposits and all other amounts required to be paid by the Transferee as per the terms herein recorded. The Legal Advisors shall draft the standard transfer deed and only such standard transfer deed shall be used. The Transferee shall be bound to execute and register the transfer deed of the Said Apartment And Appurtenances on or before the Deemed Date Of Possession, failing which exclusive physical possession of the Said Apartment And Appurtenances shall not be delivered to the Transferee (although the Transferee 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 Transferee.
- Till execution and registration of the proposed deed of transfer in respect of the Said apartment Appurtenances, the Transferee herein shall not be entitled to any right, title or interest in respect of the Said Apartment and Appurtenances.
- 9.9 **Transfer Deed:** The Transfer Deed in respect of the Said Apartment and Appurtenances shall be prepared by the Legal Advisors and the same shall be in such form and shall contain such terms, conditions, covenants and stipulations as may be approved by the Transferor.
- 9.10 **Facility Manager:** The management and upkeep of the Common Portions (excluding the Said SAC) may be entrusted to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day-to-day services with regard to the Common Portions (2) the Facility Manager shall levy and collect the Maintenance Charges (3) the Transferee shall be bound to pay the Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Transferee and it shall be deemed that the Facility Manager is rendering the services to the Transferee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by the Joint and unanimous decision of 80% (eighty percent) or more of the Complex Co-Transferees.
- 10 SOLARIS ACTIVITY CENTRE (THE SAID SAC)**
- 10.1 **For Complex Co-Transferee:** The Transferor has decided to provide Solaris Activity Centre (the Said SAC). It is clarified that the decision of the Transferor as to the conveniences, amenities and facilities to be provided at the Said SAC shall be acceptable as final and binding on the Transferee.
- 10.2 **Spread of Facilities/Conveniences:** The Facilities / Conveniences of the Said SAC may be spread over both Solaris Bonhooghly and Solaris Bonhooghly Phase 2 complexes and shall be meant for use by the transferees of both the complexes. and are more fully and particularly mentioned in Part I and Part II of the Fourth Schedule written hereunder.
- 10.3 **Appointment of SAC Manager:** The Transferor herein shall appoint SAC Manager to look after and maintain the Said SAC and the same on such terms as the Transferor shall think proper. The transferees 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.
- 10.4 **Membership Obligation of Transferee:** Membership of the Said SAC being compulsory for the Complex Co-Transferees, the Transferee (which expression, in the context of the Said SAC, means only 1 (one) person. If the number of Transferees under this Agreement is more than 1(one), only 1 (one) person to be nominated inter se among the Transferees) agrees to become a member of the Said SAC, on the preliminary terms and conditions recorded in this Agreement. The Transferee understands and accepts that (1) 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) to be formulated in due course and circulated to members before the Said SAC is made operational (2) all members (including the Transferee) will be required to abide by the Said SAC Scheme.

- 10.5 **Membership of Said SAC:** The Transferee accepts and confirms that (1) membership of the Said SAC shall be open only to the Complex Co-Transferees (2) each Apartment shall be entitled to 1 (one) membership, irrespective of the number of transferees of such Apartment (3) membership shall be open only to individuals (i.e. no corporate membership) and if the 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 (4) 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 (5) in the event of further transfer of the Said Apartment, the membership will automatically stand transferred in favour of such new Transferee at the then applicable SAC Scheme and thereupon the Transferee abovenamed shall cease to be member of the SAC and (6) if the Transferee lets 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 Transferee agrees and confirms that the membership of the Said SAC shall under no circumstances be separately transferable.
- 10.6 **Facilities of the Said SAC:** Notwithstanding anything contained in the Fourth Schedule below, the Transferee accepts and confirms that the Transferor shall have the sole right and discretion in planning the details and facilities of the Said SAC including utilisation of any power generated from the the Said Solar Power Plant for any facilities or conveniences of the Said SAC and the same may also be varied at the sole discretion of the Transferor.
- 10.7 **Commencement of Operation of the Said SAC:** The Transferor reasonably expects that the Said SAC shall be constructed and made operational in phases after the entirety of the Said Complex is completed and made ready. The Transferee 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 Transferee shall not raise any claim or objection in this regard.
- 10.8 **Maintenance of the Said SAC:** The Transferee agrees and confirms that the Said SAC (at the sole discretion of the Transferor) be initially managed and operated by the Transferor 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 Transferor shall think proper and subsequently, the respective Association on their formation shall look after the maintenance, management and operation of the Said SAC.
- 10.9 **Membership Fee and Annual Subscription & Other Charges:** The Transferee agrees and confirms that (1) A non-refundable one-time membership fee of ₹10,000/- (rupees ten thousand only) shall be paid by the Transferee to the Transferor which shall be appropriated by the Transferor towards consideration for providing the Said SAC and the same without being liable to account for the same. (2) the Transferee shall have to pay a fixed annual subscription for membership of the Said SAC, which shall be determined by the Transferor at the time of opening of the Said SAC and the same at the sole discretion of the Transferor and this shall be in addition to the Maintenance Charges (3) apart from the annual subscription as provided above, the Transferee shall be required to pay additional charges as may be fixed by the Transferor/Facility Manager/Association for and on account of those facilities, which would be made available at the Said SAC for use of the same by the members on "Pay and Use" basis.
- 10.10 **Usage Charges:** The 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 as also those situated at Solaris Bonhooghly Phase 2 and the same in common with the transferees/occupants of the Apartments of both the Complexes. 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 transferees/occupants.

11. COVENANTS

- 11.1 **Transferee's Covenants:** The Transferee covenants with the Transferor and further admits and accepts and also agrees and confirms as recorded hereunder.
- 11.1.1 **Transferee Satisfied with Common Portions and Specifications:** The Transferee, having fully satisfied as also being well aware of the Common Portions, as also the components taken into consideration for the purpose of calculating Super-Built Up/Standard Built-up Area, Specifications and all other ancillary matters, is entering into this Agreement. The Transferee has examined and is acquainted with the Said Complex and has agreed that the Transferee shall neither have nor shall claim any right over any portion of the Said Complex save and except the Said Apartment And Appurtenances.
- 11.1.2 **Transferee to Mutate and Pay Rates & Taxes:** The Transferee shall (1) pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances, from the Deemed Date Of Possession and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Transferee), on the basis of the bills to be raised by the Transferor/the Facility Manager/the Association, such bills being conclusive proof of the liability of the Transferee in respect thereof and (2) have mutation of his/her/their name in the records of the Municipality completed at the earliest. The Transferee further admits and accepts that the Transferee shall not claim any deduction or abatement in the bills of the Transferor/the Facility Manager/the Association.
- 11.1.3 **Transferee to Pay Maintenance Charges:** As per the provisions of Clause 8.4.11 above, the Transferee shall pay Maintenance Charges on the basis of the bills to be raised by the Transferor/the Facility Manager/the Association, such bills being conclusive proof of the liability of the Transferee in respect thereof. The Transferee further agrees and confirms that (1) the Transferee shall not be entitled to claim any deduction or abatement in the bills relating to Maintenance Charges and (2) that the Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Transferor/the Facility Manager/ the Association.
- 11.1.4 **Transferee to pay interest for delay and/or default:** The Transferee shall, without raising any objection of any nature whatsoever and without claiming any deduction or abatement on any account whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Apartment within 15(fifteen) days of presentation of demand or bill on account thereof, failing which the Transferee shall without prejudice to the other rights of the Transferor, pay interest @ 12% per annum 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 Transferee also admits 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 Transferee shall be discontinued and/or the Transferee also be debarred from the benefits of the common facilities.

- 11.1.5 **Transferor's Charge/Lien:** The Transferor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts, which would be due and payable by the Transferee to the Transferor provided however if the Said Apartment And Appurtenances is acquired with assistance of a financial institution, then such charge/lien of the Transferor shall stand extinguished on the financial institution clearing all dues of the Transferor.
- 11.1.6 **No Obstruction by Transferee to Further Construction:** The Transferor shall be entitled to construct further floors on and above the top roof of the buildings of the Said Complex and/or make other constructions elsewhere on the Said Property as may be necessary due to architectural and structural reasons which shall be duly recommended and verified by the Architect and the Transferee shall not obstruct or object to the same. The Transferee also admits and accepts that the Transferor and/or employees and/or agents and/or contractors of the Transferor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Transferee shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.7 **No Rights of or Obstruction by Transferee:** All open areas in the Said Property proposed to be used for open parking spaces shall not form part of the Common Portions within the meaning of this Agreement and the Transferor shall have absolute right to transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 11.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Transferee 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 Transferor or if the Transferor construct one or more floors or other structures at the Said Complex or the Transferor integrate/add (notionally or actually) other lands to the Said Property (which the Transferor shall have full right to do and which right is hereby unconditionally accepted by the Transferee), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Transferee shall not question any variation (including diminution) therein (3) the Transferee shall not demand any refund of the Total Price paid by the Transferee 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 Transferee shall accept (without demur) the proportionate share with regard to various matters, as to be determined by the Transferor, in its absolute discretion.
- 11.1.9 **Transferee to Participate in the Formation of Association:** The Transferee admits and accepts that the Transferee and other Complex Co-Transferees shall form the Association and the Transferee shall become a member thereof. In case of any Joint Transferee, only one transferee shall be entitled to become a member in the Association. The Transferee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Transferee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Transferee hereby irrevocably authorizes and empower the Transferor to take appropriate steps on behalf of the Transferee for formation and registration of the Association. Notwith standing formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Transferees shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of his/her/its Apartment.
- 11.1.10 **Obligations of the Transferee: The Transferee shall:**
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex including the common portions and facilities thereat as also the Said SAC by the Transferor/the Facility Manager/the Association.
 - (b) **Observing Rules:** observe the rules as may from time to time be framed by the Transferor/the Facility Manager/the Association for the beneficial common use and enjoyment of the common portions as also the Said SAC at the Said Complex.
 - (c) **Paying Electricity Charges:** pay for electricity and other utilities as may be consumed in or relating to the Said Apartment And Appurtenances and the Common Portions, from the Deemed Date of Possession.
 - (d) **Meter and Cabling:** 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 Transferor or to the other Complex Co-Transferees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the building and outside walls of the buildings at the Said Complex save in the manner as be indicated by the Transferor/the Facility Manager/the Association.
 - (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Transferee 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.
 - (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the buildings of the Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Transferee makes any alterations/changes, the Transferee shall be liable to pay to the Transferor/the Association such amount as shall be estimated by the Transferor/the Association for restoring the same to its original state.
 - (g) **No Structural Alteration And Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Portions or the buildings of the Said Complex. The Transferee shall not install any dish-antenna on the balcony and/or windows and/or on any external part of the buildings of the Said Complex and/or the roof thereof. The Transferee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Transferee on the inner side of the doors and windows of the Said Apartment. The Transferee shall be at liberty only to install split air-conditioners and the same at such places, as be specified and prescribed by the Transferor, it being clearly understood by the Transferee that no out-door units of split air-conditioners will be installed on the external walls of the buildings of the Said Complex. For split air-conditioners the Transferee shall install the out-door unit of the same either inside the Transferee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Transferee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Transferee accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not to sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
 - (i) **No Changing of Name:** not to change/alter/modify the name of the Said Complex from that mentioned in this Agreement.
 - (j) **No Nuisance and Disturbance:** not to 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 neighbouring 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.
 - (k) **No Storage:** not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
 - (l) **No Obstruction to Transferor/Facility Manager/ Association:** not to obstruct the Transferor/Facility Manager/the Association in their acts relating to the Common Portions and also not to obstruct the Transferor in constructing on other portions of the Said Property/ Said Complex and transferring or granting rights to any person in any part of the Building/the Said Complex (excepting the Said Apartment and the Said Parking Space, if any).
 - (m) **No Obstruction of Common Portions:** not to 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.
 - (n) **No Violating Rules:** not to violate any of the rules and/or regulations laid down by the Transferor/the Facility Manager/the Association for use of the Common Portions.
 - (o) **No Throwing Refuse:** not to 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 therefor.
 - (p) **No Injurious Activities:** not to 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.
 - (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
 - (r) **No Signage:** not to 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/Building/Said Complex save at the place or places provided therefor provided that this shall not prevent the Transferee from displaying a standardized name plate outside the main door of the Said Apartment.
 - (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
 - (t) **No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
 - (u) **No Use of Machinery:** not to install or operate any machinery or equipment in the Said Apartment except home appliances.
 - (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment.
 - (w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Transferee and/or family members, invitees or servants of the Transferee, the Transferee shall compensate for the same.
 - (x) **No Hanging Clothes:** not to hang or cause to be hung clothes from the balconies of the Said Apartment.
 - (y) **Observe all Terms of Said Deed :** observe and perform and also cooperate in observance and performance of all covenants, stipulations and obligations of the Said Deed and the Transferee shall specifically not do or cause to be done any act, deed or thing that violates covenants, stipulations and obligations under the Said Deed or renders the Said Deed liable for termination, it being clearly agreed and understood by the Transferee that all provisions of the Said Deed are and shall at all times be binding on the Transferee. The Transferee herein also agrees and confirms that any indulgence shown or any forbearance or giving of time to the Transferee by the Transferor shall not be construed as waiver of the Transferee's obligation under this Agreement and /or waiver of the rights of the Transferor under this Agreement.
- 11.1.11 **Notification Regarding Letting/Transfer:** If the Transferee lets out or transfers the Said Apartment And Appurtenances, the Transferee shall immediately notify the Facility Manager/the Association, the tenant's/Transferee's address and telephone number and other required details. The Transferee before letting out or leasing out or transferring the Said Apartment shall have to take NOC on payment of applicable charges from the association/maintenance body/Transferor (which shall then be maintaining the common areas and facilities). The Transferee shall have to ensure regular payment of monthly maintenance charges to the association/maintenance body/Transferor in order to enjoy the common facilities either by himself or through the lessee failing which the common services and facilities will be discontinued till the dues are cleared. Subject to the provisions of applicable law/rules, the Transferee shall ensure that the subsequent Transferee becomes a member of the association and also pays the required maintenance deposits and their contribution towards the Maintenance Corpus Fund (MCF) to the association/maintenance body/Transferor. In case of Transfer of Flat, right to use of the parking space shall automatically stand transferred along with the Transfer of Flat. The right to use of the parking space shall, under no circumstances be separately transferable by the Transferee.
- 11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Transferee has accepted the plan of the Transferor to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Transferee has no objection to the continuance of construction in the other portions of the Said Property/the Said Complex, even after the Date Of Possession Notice. The Transferee shall not raise any objection to any inconvenience that may be suffered by the Transferee due to and arising out of the said construction/development activity.

- 11.1.13 **No Right in Other Areas:** The Transferee shall not have any right in the other portions of the Said Property/Said Complex and the Transferee shall not raise any dispute or make any claim with regard to the Transferor either constructing or not constructing on the said other portions of the Said Property/the Said Complex.
- 11.1.14 **Roof:** The ultimate roof of the towers at the Said Complex shall mean the roof which will be for the common use of all the Transferees of the Said Complex. The Transferor has planned for an elevated Grid Tied Roof Top Solar Panel Installation, which will provide shaded area and may be used for community activities. The Transferor 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.
- 11.1.15 **Registration of this Agreement:** The Transferee shall be bound to get this agreement registered with the concerned authorities through the Transferor at Transferee's own cost and expense including the agreed Miscellaneous charges for registration as provided in this agreement. The registration of this Agreement may be deferred and kept in abeyance only at the behest of the Transferee and same subject to the term that notwithstanding the deferment of the registration of this Agreement, the Transferee shall pay the amount of the agreed consideration on account and in respect of the Said Apartment as per the agreed Schedule of payment. The Transferee shall, in case of deferment of registration of this Agreement at the instance of the Transferee herein as aforesaid, keep the Transferor indemnified and harmless against all actions and claims, which may arise due to such deferment of registration of this Agreement at the request of the Transferee.
- 11.1.16 **Guarding Charges:** In case the Transferee fails or neglects to take possession of the Said Apartment, despite possession notice or where the delivery of possession has been withheld by the Transferor as per Clauses 9.6.1, 9.6.2 and 9.6.3 above, the Transferee shall be liable to pay to the Transferor guarding charges @ ₹2,000/- (Rupees Two Thousand) only per month on and from the deemed date of possession till the date, when the physical possession is taken over by the Transferee.
- 11.2 **Transferor's Covenants:** The Transferor covenant with the Transferee and admit and accept that:
- 11.2.1 **Completion of Transfer:** The transfer of the Said Apartment And Appurtenances shall be completed by the Transferor by executing transfer deed in favour of the Transferee provided the Transferee has paid all amounts required to be paid by the Transferee as per this Agreement.
- 11.2.2 **Loan from Banks/Financial Institutions:** The Transferor shall at all times be entitled to obtain loan from any Bank or Financing institution and in such event, the Transferee shall provide to the Transferor all or any accommodation document including but not limited to 'No Certificate' for the purpose of any loan and also to fulfil the Transferee's obligations towards the Transferor, as mentioned in Clause 8 above. The transferor, without any reference to the Transferee shall create a charge over the Said Complex for obtaining such loan. The Transferor shall keep the Transferee indemnified against any claim against the Transferee due to any default of the Transferor towards repayment of the dues on account of the Loan, which the Transferor may obtain from the Bank or financial institution.
- 11.2.3 **No Further Encumbrance:** The Transferor shall not create any further charge, mortgage, lien and/or shall not transfer and/or enter into any agreement with any person other than the Transferee in respect of the Said Apartment And Appurtenances, subject to the Transferee fulfilling all terms, conditions and obligations of this Agreement.
- 11.2.4 **Documentation for Loan:** The Transferor shall provide to the Transferee all available documents so that the Transferee may get loan from banks and financial institutions and the same to fulfill the Transferee's obligations towards the Transferor as mentioned in Clause 8 above.
- 12 **GRID CONNECTED ROOF TOP SOLAR POWER PLANT INSTALLATIONS**
- 12.1 **Installation as per guidelines:** The Transferor 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 transferor 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 Transferor.
- 12.2 **Costs of installation:** Costs of installation of the Said Solar Power Plant shall be borne and incurred by the Transferor 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 or the Association, the Transferor shall solely and exclusively be entitled to be paid the same.
- 12.3 **Net Metering:** Energy consumed, and energy produced will be monitored by way of 2-way electric meters. The CESC (Power Distribution Company) will provide net-off up to 90% consumption from such 2-way electric meters with net metering billing mechanism.
- 12.4 **Power Purchase Agreement:** A Power Purchase Agreement will be entered into between the Association or the Transferor 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 shall have irrevocable authority on behalf of the Association as also all the Transferees of Apartments at the Said Complex including the Transferee herein.
- 12.5 **Amendments in guidelines:** Presently, the power sharing arrangement is up to 90% of the units consumed through CESC as stated in Clause 12.3 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.
- 12.6 **Maintenance of the Said Solar Power Plant:** The Transferor 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 Transferor shall never be in any manner whatsoever be held liable or responsible for the maintenance, safety and security of the Said Solar Power Plant after its installation.

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

12.8 **Efficiency of the Said Solar Power Plant:** The Transferee agree and confirm that the Transferor shall not be liable for any variation in 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.

12.11 **Acceptance by Transferee:** The Transferee 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.

13. TERMINATION AND ITS EFFECT

13.1 **Breach of Transferee's Covenants:** The Transferee accepts and confirms that notwithstanding anything to the contrary contained in this Agreement, in the event the Transferee (1) fails to make payment of any part or portion of the Total Price, Extras and other charges, for any reason whatsoever or (2) neglects or fails to perform the Transferee's Covenants and/or obligations on the part of the Transferee to be performed in terms of this Agreement, and further fails to cure or remedy such breach or default within 30 (thirty) days of the receipt of written notice from the Transferor, this Agreement shall, at the option of the Transferor, stand cancelled and/or rescinded, upon which the Transferor shall refund to the Transferee all payments received till that date (excluding GST), without any interest, after deducting an amount equivalent to 20% (twenty percent) of the Net Price. In the event the Transferor condones the delay of any payment due under this Agreement, the Transferee shall be liable to pay interest @ 12 % (twelve per cent) per annum or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone shall exclusively vest in the Transferor and the Transferee shall not be entitled to claim the same as a matter of right.

13.2 **Breach of Transferor's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event it is proved that the Transferor has absolutely failed and/or neglected to perform the Transferor's Covenants, this Agreement shall, at the option of the Transferee, stand cancelled and/or rescinded, upon which the Transferor shall refund to the Transferee all payments received till that date without any interest, damages or compensation on account of such cancellation. In the event the Transferor delays in handing over possession of the Said Apartment to the Transferee beyond the Completion Date mentioned in Clause 9.5 above, the Transferor shall pay to the Transferee interest @ 12 % (twelve per cent) per annum on the amounts advanced and paid, to the Transferor by the Transferee, for the period of delay.

13.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 13.1 and 13.2 above, the Transferee shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Apartment And Appurtenances and/or the Said Complex and/or the Said Property or any part or portion thereof and the Transferee shall further not be entitled to claim any charge on the Said Apartment And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

14. TAXES

14.1 **Obligation Regarding Taxes:** In the event of the Transferor being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax, Goods & Service Tax (GST) or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Transferor is advised by their consultant that the Transferor is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Transferor having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Transferee shall be liable to pay all such tax, duty, levy or other statutory liability and hereby indemnifies and agrees to keep the Transferor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Transferor's consultant shall be paid by the Transferee at or before the Date of Possession.

15. DEFECTS

15.1 **Decision of Architect Final:** If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Transferee, at the time of possession or within a period of 12 months 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 Transferor shall at its own costs remove the defects. However, this shall in no manner entitle the Transferee to refuse to take possession of the Said Apartment and if the Transferee does so, the provisions regarding deemed possession as contained in Clauses 9.6.1 to 9.6.3 above shall apply and all consequences mentioned therein shall follow.

16. ASSOCIATION AND RULES

16.1 **Rules of Use:** The Said Apartment and Appurtenances shall be held by the Transferee subject to such rules and regulations as may be made applicable by the Association from time to time.

16.2 **Restrictions:** The Transferee agrees that the Transferee shall use the Said Apartment and Appurtenances subject to the various negative covenants mentioned above as also the restrictions as may be imposed by the Association.

17. FORCE MAJEURE

- 17.1 **Circumstances Of Force Majeure:** The Transferor shall not be held responsible for any consequences or liabilities under this Agreement if they are prevented in performing and/or carrying out its obligations under this Agreement by reason of contingencies caused by none of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of Nature (3) acts of War (4) fire (5) insurrection (6) terrorist action -tors, workers and employees (7) delay on account of receiving statutory permissions (8) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (9) any notice, order of injunction, litigation, attachments etc. and (10) 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 (collectively Circumstances of Force Majeure).
- 17.2 **No Default:** The Transferor shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.
- 18. MISCELLANEOUS**
- 18.1 **Indian Law:** This Agreement shall be subject to Indian Laws .
- 18.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 18.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 18.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 18.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 18.6 **Right of Possession:** The right of possession of the Transferee in respect of the Said Apartment And Appurtenances shall arise only upon the Transferee fulfilling all obligations as are contained in this Agreement.
- 18.7 **Nomination by Transferee with Consent:** The Transferee admits and accepts that before execution and registration of transfer deed of the Said Apartment And Appurtenances, the Transferee shall be entitled to nominate, assign and/or transfer the Transferee'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 Transferor) plus the amount of applicable taxes as nomination charge to the Transferor subject to the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and subject also to the following conditions:
- 18.7.1 **Transferee to Make Due Payments:** The Transferee shall make payment of all dues payable to the Transferor in terms of this Agreement, up to the time of nomination.
- 18.7.2 **Written Permission of Transferor:** The Transferee shall obtain prior written permission of the Transferor and that the Transferee and the nominee shall be bound to enter into a tripartite agreement with the Transferor.
- 18.7.3 **Additional Legal Fee:** The Transferee shall pay an additional legal fee of Rs.5,000/- (Rupees Five Thousand) only to the Transferor towards the aforesaid tripartite agreement.
- 18.7.4 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Transferor and subject to the above conditions, the Transferee shall be entitled to nominate, assign and/or transfer the Transferee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge. The Transferee admits and accepts that the Transferee shall not nominate or assign the rights under this Agreement save in the manner indicated above.
- 18.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 18.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy each shall be retained by the Transferee and the Transferor.
- 18.10 **Amendments/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 18.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

- 18.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of any Party to require due and punctual performance of any obligation by the other Party/Parties shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 18.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.
- 18.14 **Execution of Documents and/or other Deeds:** The Transferee shall from time to time sign all applications, documents, agreements and other relevant papers, as may from time to time be required, in pursuance to this allotment and to do all acts, deeds and things as the Transferor may require. In case of joint Transferees, any document signed/accepted/acknowledged by any one of the Transferee shall be binding upon the other Transferee.
- 18.15 **Compensation in case of failing to offer the Allotment:** If for any reason, whatsoever, the Transferor is not in a position to offer the flat allotted, the Transferor shall offer to the Transferee an alternative flat or refund the entire amount with simple interest at the then prevailing rate applicable to savings bank account of State Bank of India without any further liability to pay any damages or compensation.
- 18.16 **Creating charge over the Said Complex:** The Transferor reserves the right, at its sole discretion without any reference to the Transferee, to create charge over the Said Complex for obtaining loan for carrying out the said development work or construction of the Said Complex thereat and any other finance as may be required. However, on or before the execution of the Deed of Transfer, the flat will be freed from all encumbrances.
- 18.17 **Water Supply:** Water Supply will be made available from deep tube wells or other available source as may be permitted by the concerned authorities.
- 18.18 **Renewal of relevant documents for operation:** All applicable certificate(s)/permissions(s)/consents(s) to operate, under the prevailing laws granted by the relevant statutory authority(ies) are required to be renewed periodically. The responsibility of renewal/keeping them valid and operational of all such certificates/permissions/consent to operate etc., as may be required from time to time under the prevailing law(s), will vest collectively on the Transferees/Occupants of the Flats after their taking over the maintenance and management of the Said Complex.
- 18.19 **IT facilities:** The Transferor, at its discretion may provide connectivity of various telecom/other similar telecom and IT facilities to the Said Complex and/or otherwise, may enter into agreement/contract (on such terms and conditions and for such period as the Transferor shall decide without making any reference to the Transferees) with various service providers for providing these services and/or for the purpose of putting up installations to provide such services in certain specified space (both open or covered or both) which may be earmarked/de marked within the Said Complex by the Transferor and be declared to be common portions by the Transferor. These contracts/agreements, if any, entered into by the Transferor shall be required to be honoured and/or continued with for the balance period of validity of these contracts/agreements collectively by the Transferees, who will take over the maintenance and management of the Said Complex. Thereafter, it may be renewed on terms and conditions as may be decided by the Flat Owners' Association.

19. NOTICE

- 19.1 **Mode of Service:** All correspondences/notices under this Agreement shall be served by email at the registered email id of the Transferee or by messenger or by registered post/speed post with acknowledgment due at the above-mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing or through email acknowledgement from the registered email id of the Transferee at Transferor's registered office. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. In case of any Joint Transferees, all communication shall be sent by the Transferor to the First Transferee, which shall for all purposes be considered as having been served on the Transferees. The Transferee(s) must quote their Flat Number as indicated in the Provisional Allotment Letter, in all future correspondences including any other reference number as required by the Transferor.

20. DISPUTE RESOLUTION

- 20.1 **Disputes:** All disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively Disputes) shall be mutually discussed and settled between the parties. However, disputes which cannot be settled amicably shall be referred to the Arbitral Tribunal described in Clause 20.1.1 below and finally decided and resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
- 20.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall be constituted as per the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent amendments and modifications..
- 20.1.2 **Place:** The place of arbitration shall be at Kolkata only.
- 20.1.3 **Language:** The language of the arbitration shall be in English.
- 20.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/ final award of the Arbitral Tribunal shall be binding on the Parties.
- 20.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings of any nature without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award as mutually agreed upon.

21. JURISDICTION

21.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

22. RULES OF INTERPRETATION

22.1 **Number and Gender:** In this Agreement, words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.

22.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

22.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.

22.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

22.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

22.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.

22.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

1st Schedule

(Said "Plot of Land" /Said "Property")

All That the Plot of Land measuring 1.417 acre (One Acre Forty-One Point Seven decimals) more or less, comprised in R.S. Dag Nos. 36 in Mouza Palpara and R.S. Dag Nos. 71, 73, 76 and 77 in Mouza Noapara, 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, Post Office Baranagar under Police Station Baranagar, 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:

Mouza- Palpara

Sl. No.	R.S. Dag No.	Area (acre)
1	36 (Part)	0.20
Mouza- Noapara		
2	71 (Part)	0.384
3	73 (Part)	0.283
4	76 (Part)	0.30
5	77 (Part)	0.25
	Total	1.417

2nd Schedule

Part I

(Said Apartment)

Residential Apartment No. _____ in Tower No. _____ on _____ Floor, having carpet area of approximately _____ sq. ft. (_____ square feet) corresponding to super built-up area measuring _____ sq. ft. (_____ square feet), at the Said Complex named "Solaris Bonhooghly Phase 2" to be constructed on the Said Property described in the 1st Schedule above. The layout of Said Apartment is delineated on the Plan annexed hereto and bordered in colour Green thereon.

Part II

(Said Parking Space)

The right to use _____ (_____) medium sized car parking space/s in the open/ covered space on the ground floor or on the 1st floor/ 2nd floor of the Multi-Level Car Park and _____ (_____) right to use two-wheeler parking space/s at any designated place in the Said Complex named "Solaris Bonhooghly Phase 2".

Part III

(Said Apartment And Appurtenances)
[Subject Matter of this Agreement]

The "Said Apartment", being the Apartment described in Part I of the 2nd Schedule above.

The "Land Share", being undivided, impartible, proportionate and variable share in the leasehold interest in the land comprised in the Said Property, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

The "Said Parking Space", being the right to use parking space as described in Part II of the 2nd Schedule above, if any.

The "Share in Common Portions", being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3rd Schedule below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

3rd Schedule

(Common Portions)

The right to use and enjoy the common portions and amenities described hereunder and the same in common with the Transferees / Occupants of the other apartments at the Said Complex

- Entrance Lobby at the ground level of the Said Complex
- Lift machine room(s) and lift well(s) of the Said Complex
- Water supply pipeline in the Said Complex (save those inside any Apartment)
- 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
- Lift(s) and allied machineries in the Said Complex
- Service rooms / area, if any
- Common roof (demarcated for Complex Co-Transferees) of the Said Complex
- Shafts of the Said Complex
- Visitor's Car Parking Area of the Said Complex, if any
- Driveways, walkways of the Said Complex
- Landscaped areas (soft and hard)
- Said Solar Power Plant
- Lobbies on all floors and staircase(s) of the Said Complex
- Water reservoirs/tanks of the Said Complex
- Drainage and sewage pipeline in the Said Complex (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Complex, if any
- Firefighting system in the Said Complex
- External walls of the Said Complex
- Fire Refuge Platform of the Said Complex
- Electrical & PHE ducts
- Manholes and pits
- Water Treatment Plant, if any (WTP)
- Transformer and DG sets
- Security Room
- Drainage and sewage pipeline and STP
- Water-features, if any
- Said SAC
- Washroom / Toilets for Support and Maintenance Staff

4th Schedule

Said SAC (Conveniences and Location)

Part I

(in Solaris Bonhooghly)

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

Part II

(in Solaris Bonhooghly Phase 2)

Community Space, Swimming pool, Kids pool, Changing Room

5th Schedule

(Specifications)

- 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; Cement based painting over water repellent coating/ waterproof cement-based paint.
 - Flooring: Vitrified / Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors. Anti-skid ceramic tiles in Balcony/Open Terrace.
 - Interiors: P.O.P/Putty punning over cement plaster inside flats or Skin Coat-Engineered plaster inside flats; OBD painting over P.O.P / Putty punning on cement plaster in common areas and lobbies
 - 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: Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for Bedroom, Balcony, Bathroom, Open Terrace (if any) with paint finish. Anodised Aluminium sliding door for Planter Beds.
 - Windows: Anodised Aluminium Frames with fully glazed shutters.
 - Stairs: Indian Patent Stone Flooring / Epoxy coating; MS/Brick railing with with MS pipe hand rail.
 - Roof: Properly waterproofed.
 - Lift Facia: Vitrified Tiles with Granite / marble in ground floor lobby.
 - 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; provision for Cable TV and Telephone points.
 - Plumbing: Internal concealed plumbing.
 - Power Back-up: Emergency power backup for Common Area Lighting and Four lifts. 500w back up in each flat.
Choice of component is at the sole discretion of the Transferor in case there are multiple options.
-

6th Schedule

(Common Expenses)

1. Common Utilities: All charges, cost and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Building, the Said Complex, the road network, STP, WTP, etc.
3. Association: Establishment and all other capital and operational expenses of the Association.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. Maintenance: All cost for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions in respect of all the buildings comprising of the Said Complex [including the or interior (but not inside any Apartment) walls of the Building] and the road network, STP, WTP, the Said Solar Power Plant, etc.
6. Operational: All expenses for running and operating all machinery, equipment and installations comprised in the Common Portions, including lifts, diesel generator set, changeover switch, STP, WTP, the Said Solar Power Plant, pumps and other common installations including their license fees,taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.
7. Rates and Taxes: Municipal Tax, Land Revenue Surcharge, Water Tax and other levies in respect of the Building and the Said Complex save those separately assessed on the Transferee.
8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. Fire Fighting: Cost of operating and maintaining the fire-fighting plant, equipment and personnel, if any.
10. Said SAC: All cost pertaining to the Said SAC as applicable.

**7th Schedule
(Payment Plan of Said Apartment, Said Parking Space and Extras)**

Down Payment Plan								
On Application of Said Apartment (Type wise)	C	₹ 1,00,000/-	C+OT	₹ 1,00,000/-	D	₹ 1,25,000/-	D+OT	₹ 1,25,000/-
On Allotment of Said Apartment	Balance of the Net Flat Price							
Right to use Car Parking / Two-Wheeler Parking space								
Particulars	On Application of Said Parking Space (₹)			On Allotment of Said Parking Space (₹)				
MLCP Covered/Open Car Parking	1,25,000/-			2,00,000/-				
Ground Open Car Parking	1,25,000/-			2,50,000/-				
Ground Covered Car Parking	1,25,000/-			3,00,000/-				
Two-Wheeler Parking	20,000/-			25,000/-				
Extras								
Particulars	On Allotment of Said Apartment (₹)			On Fit out Possession Notice of Said Apartment (₹)				
2 Years Maintenance Advance				24/- per sq.ft. on Standard built-up area				
Security Deposit				50/- per sq.ft. on Standard built-up area				
Transformer/Cabbling/ Allied Expenditure				60/- per sq.ft. on Standard built-up area				
Diesel Generator Power Back up Charges				15,000/-				
Solaris Activity Centre Charges	5,000/-			5,000/-				
Legal Charges	0.25 % of the Net Price			0.25 % of the Net Price				
Misc. Charges for Registration	6000/- (for each instance)-on Demand							

Additional amount to be paid for GST and any other Taxes extra as per applicable guidelines

Instalment Payment Plan								
On Application of Said Apartment (Type wise)	C	₹ 1,00,000/-	C+OT	₹ 1,00,000/-	D	₹ 1,25,000/-	D+OT	₹ 1,25,000/-
On Allotment of Said Apartment	20% of the Total Flat Price (Less Application money)							
On Commencement of Piling	10% of the Net Flat Price							
On Completion of Ground Floor Slab Casting *	10% of the Net Flat Price							
On Completion of 3rd Floor Slab Casting *	10% of the Net Flat Price							
On Completion of 6th Floor Slab Casting *	10% of the Net Flat Price							
On Completion of 9th Floor Slab Casting	10% of the Net Flat Price							
On Completion of Roof Slab Casting *	10% of the Net Flat Price							
On Completion of Flooring of the said Flat	10% of the Net Flat Price							
On Fit out Possession Notice of the said Flat	Balance of the Net Flat Price							

Right to use Car Parking / Two-Wheeler Parking space

Particulars	On Application of Said Parking Space (₹)	On Allotment of Said Parking Space (₹)	On Fit out Possession Notice of Said Apartment (₹)
MLCP Covered/Open Car Parking	1,25,000/-	1,25,000/-	1,00,000/-
Ground Open Car Parking	1,25,000/-	1,50,000/-	1,25,000/-
Ground Covered Car Parking	1,25,000/-	1,75,000/-	1,50,000/-
Two-Wheeler Parking	20,000/-	15,000/-	15,000/-
Extras			
Particulars	On Allotment of Said Apartment (₹)		On Fit out Possession Notice of Said Apartment (₹)
2 Years Maintenance Advance			24/- per sq.ft. on Standard built-up area
Security Deposit			50/- per sq.ft. on Standard built-up area.
Transformer/Cabbling/ Allied Expenditure			60/- per sq.ft. on Standard built-up area
Diesel Generator Power Back up Charges			15,000/-
Solaris Activity Centre Charges	5,000/-		5,000/-
Legal Charges	0.25 % of the Net Price		0.25 % of the Net Price
Misc. Charges for Registration	6000/- (for each instance)-on Demand		

*Slab casting of the zone in which the unit is located.

Additional amount to be paid for GST and any other Taxes extra as per applicable guidelines

23 **Execution and Delivery**

23.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Authorized Signatory
[Transferor]

[Transferee/s]

Witness 1

Signature: _____

Name: _____

Father's Name: _____

Address: _____

Witness 2

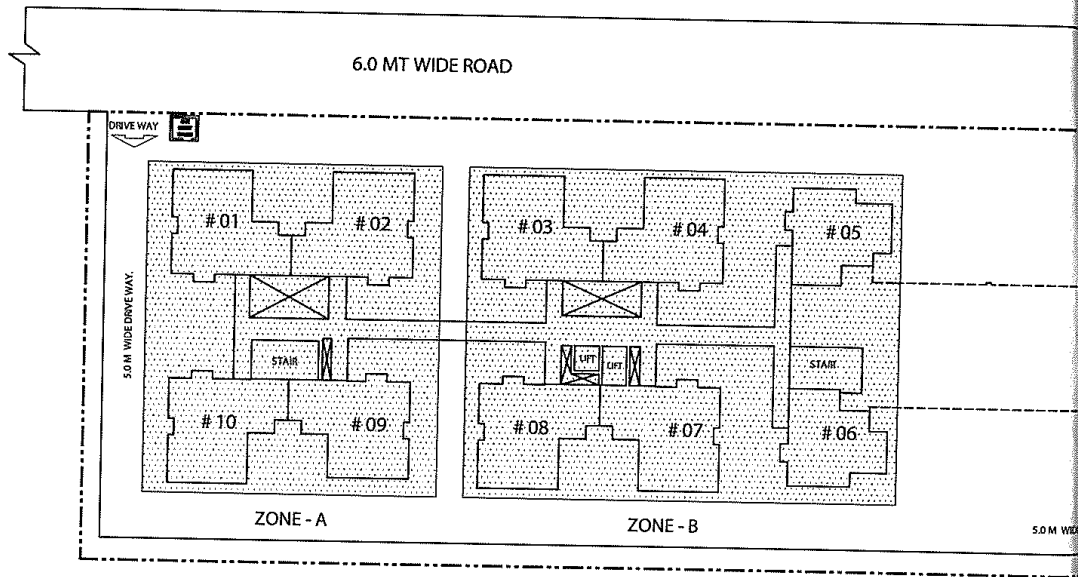
Signature: _____

Name: _____

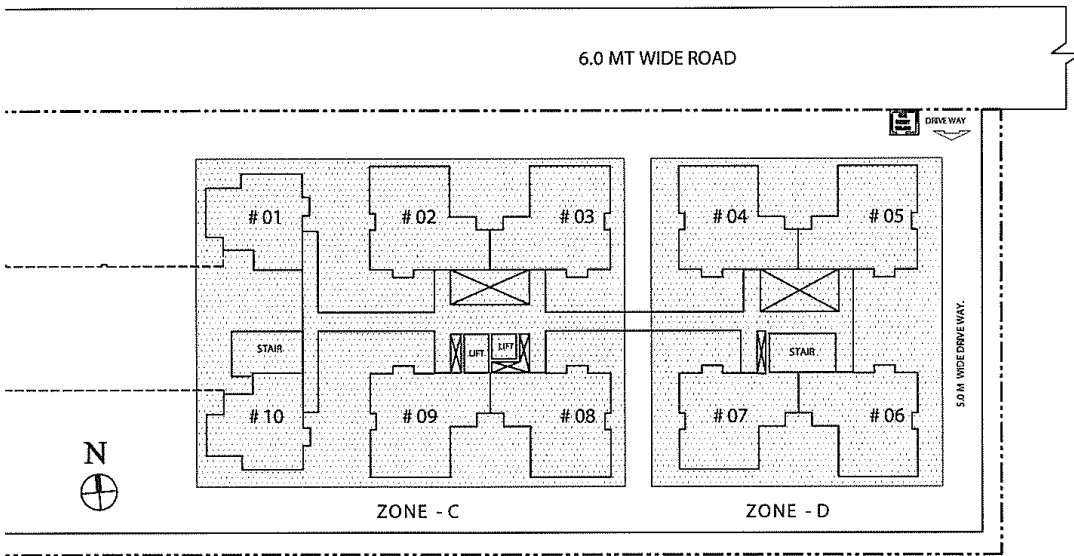
Father's Name: _____

Address: _____

TYPICAL FLOOR PLAN

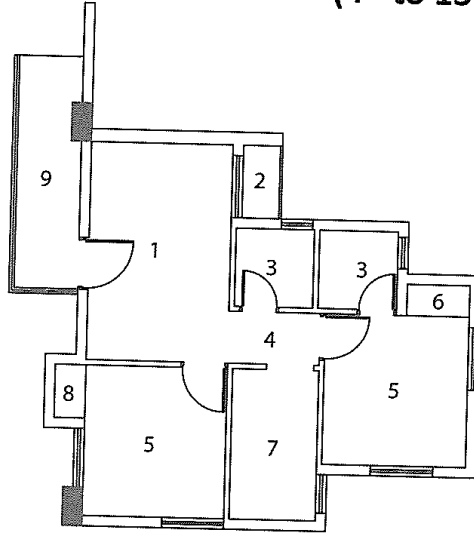


Tower III



Tower IV

FLAT TYPE - C : 2BHK + 2T
(4th to 13th Floor)



LEGEND :

1. LIV. / DIN	13'-9" X 9'-0"
2. PLANTER BED	4'-7" X 2'-0"
3. TOILET	5'-0" X 5'-0"
4. LOBBY	5'-9" X 3'-3"
5. BED ROOM	9'-0" X 9'-6"
6. CUPBOARD	3'-11" X 2'-0"
7. KITCHEN	9'-6" X 5'-5"
8. CUPBOARD	3'-4" X 1'-9"
9. EXCLUSIVE LOBBY	13'-5" X 4'-1"

Standard Built Up Area: 760 sq. ft.
Carpet Area: 448 sq.ft.

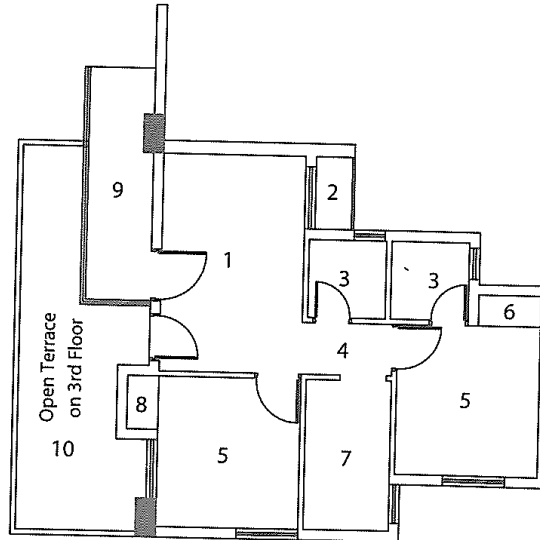
Flat No. _____, Floor No. _____, Tower No. _____

FLAT TYPE - C+OT : 2BHK + 2T
(3rd Floor)

LEGEND :

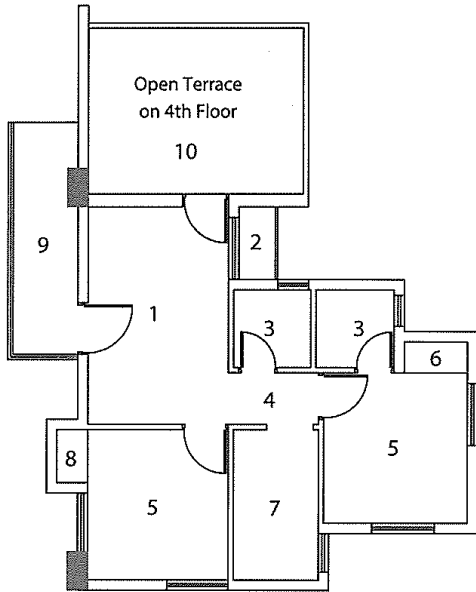
1. LIV. / DIN	13'-9" X 9'-0"
2. PLANTER BED	4'-7" X 2'-0"
3. TOILET	5'-0" X 5'-0"
4. LOBBY	5'-9" X 3'-3"
5. BED ROOM	9'-0" X 9'-6"
6. CUPBOARD	3'-11" X 2'-0"
7. KITCHEN	9'-6" X 5'-5"
8. CUPBOARD	3'-4" X 1'-9"
9. EXCLUSIVE LOBBY	13'-5" X 4'-1"
10. OPEN TERRACE (ON 3RD FLOOR)	8'-3" X 5'-10" 6'-3" X 4'-8" 8'-3" X 3'-9" 3'-9" X 10'-0"

Standard Built Up Area: 840 sq. ft.
Carpet Area: 448 sq.ft.
Open Terrace Area: 162 sq.ft.



Flat No. _____, Floor No. _____, Tower No. _____

**FLAT TYPE - C+OT : 2BHK + 2T
(4th Floor)**



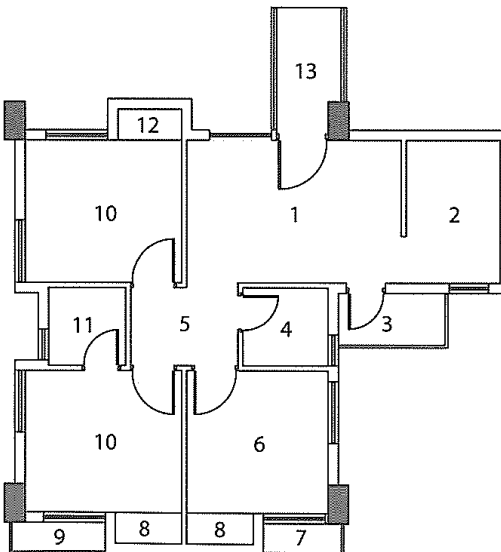
LEGEND :

- | | |
|------------------------------------|-----------------|
| 1. LIV. / DIN | 13'-9" X 9'-0" |
| 2. PLANTER BED | 4'-7" X 2'-0" |
| 3. TOILET | 5'-0" X 5'-0" |
| 4. LOBBY | 5'-9" X 3'-3" |
| 5. BED ROOM | 9'-0" X 9'-6" |
| 6. CUPBOARD | 3'-11" X 2'-0" |
| 7. KITCHEN | 9'-6" X 5'-5" |
| 8. CUPBOARD | 3'-4" X 1'-9" |
| 9. EXCLUSIVE LOBBY | 13'-5" X 4'-1" |
| 10. OPEN TERRACE
(ON 4TH FLOOR) | 13'-9" X 10'-6" |

Standard Built Up Area: 840 sq. ft.
Carpet Area: 448 sq.ft.
Open Terrace Area: 160 sq.ft.

Flat No. _____, Floor No. _____, Tower No. _____

**FLAT TYPE - D : 3BHK + 2T
(4th to 13th Floor)**



LEGEND :

- | | |
|---------------------|-----------------|
| 1. LIV. / DIN | 13'-7" X 9'-0" |
| 2. KITCHEN | 5'-11" X 9'-0" |
| 3. BALCONY | 6'-11" X 3'-6" |
| 4. TOILET | 5'-5" X 5'-0" |
| 5. LOBBY | 6'-11" X 4'-11" |
| 6. BED ROOM | 9'-0" X 9'-0" |
| 7. PLANTER BED | 5'-1" X 2'-0" |
| 8. CUPBOARD | 4'-3" X 2'-0" |
| 9. PLANTER BED | 6'-1" X 2'-0" |
| 10. BED ROOM | 10'-0" X 9'-0" |
| 11. TOILET | 5'-0" X 5'-0" |
| 12. CUPBOARD | 4'-1" X 2'-0" |
| 13. EXCLUSIVE LOBBY | 9'-0" X 4'-1" |

Standard Built Up Area: 1000 sq. ft.
Carpet Area: 572 sq.ft.

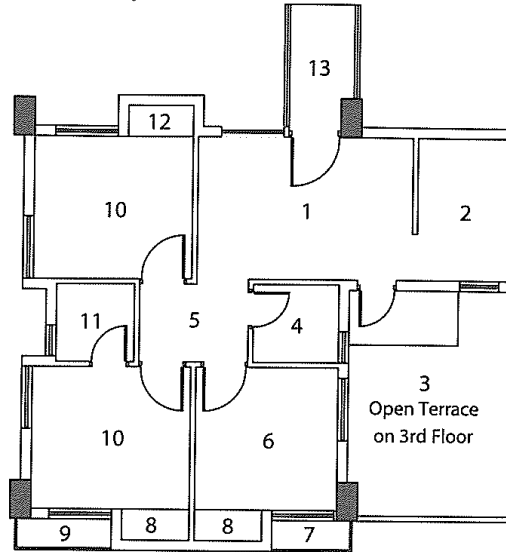
Flat No. _____, Floor No. _____, Tower No. _____

FLAT TYPE - D+OT : 3BHK + 2T (3rd Floor)

LEGEND :

1.	LIV. / DIN	13'-7" X 9'-0"
2.	KITCHEN	5'-11" X 9'-0"
3.	OPEN TERRACE (ON 3RD FLOOR)	10'-2" X 14'-3"
4.	TOILET	5'-5" X 5'-0"
5.	LOBBY	6'-11" X 4'-11"
6.	BED ROOM	9'-0" X 9'-0"
7.	PLANTER BED	5'-1" X 2'-0"
8.	CUPBOARD	4'-3" X 2'-0"
9.	PLANTER BED	6'-1" X 2'-0"
10.	BED ROOM	10'-0" X 9'-0"
11.	TOILET	5'-0" X 5'-0"
12.	CUPBOARD	4'-1" X 2'-0"
13.	EXCLUSIVE LOBBY	9'-0" X 4'-1"

Standard Built Up Area: 1060 sq. ft.
 Carpet Area: 572 sq.ft.
 Open Terrace Area: 125 sq.ft.



Flat No. _____, Floor No. _____, Tower No. _____



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