

SOLARIS BONHOOGHLY PHASE-2

**DRAFT AGREEMENT FOR TRANSFER**

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

By and Between

EDEN REALTY VENTURES PRIVATE LIMITED (CIN No U701011WB2003PTC095829), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office and its corporate office at 7, Jawahar Lal Nehru Road, Metropolitan Building, Kolkata – 700013 (PAN AAACL9697H), represented by its authorized signatory vide Board resolution dated 26.04.2018. Hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

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

[If the Allottee is a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at ....., (Aadhar no. ....) duly authorized vide hereinafter referred to as the “Allottee” (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. ....(Aadhar no. ....) son / daughter of....., aged about ..... residing at....., (PAN.....) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the allottee is a HUF]

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

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

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

Definitions.--- For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 ( West Ben. Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“section”** means a section of the Act.
- (e) **Apartment / Flat : Residential Apartment No.** \_\_\_\_\_, on the ..... floor **of Tower No.** \_\_\_ having carpet area of approximately \_\_\_\_\_ ( \_\_\_\_\_ ) **square feet** described in **Schedule ‘A’ Part 2** below and delineated on the **Plan** annexed hereto and marked Schedule ‘B’ annexed hereto and bordered in colour **Green** thereon (**Said Apartment**), in the proposed Building Complex named **“Solaris Bonhooghly Phase 2” (Said Complex)** to be erected on the plot of land measuring **1.417 Acre** (One Acre point Forty Hundred and Seventeen decimals) more or less, **being the divided and demarcated portion of Premises No. 561/B (previously 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, described in the Schedule ‘A’ Part 1 below (Said “Plot of Land”/ Said “Property”).**
- (f) **Land Share:** The undivided, impartible, proportionate and variable share in the leasehold right in the Said Property, as be attributable and appurtenant to the Said Apartment. The Land Share is to/shall be derived by taking into consideration the proportion, which area of the Said Apartment bears to the total area of the Said Project.
- (g) **Said Parking Space:** The right to park medium (standard) sized car/two-wheeler in the parking space/s described in **Schedule ‘A’ Part 2** below, if any.
- (h) **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities at the Complex in the Said

Project as be attributable and appurtenant to the Said Apartment. The said common areas, amenities and facilities being described in the **Third Schedule** below (collectively **Common Portions**). The Allottee hereby consents and confirms that the Common Portions shall be available for use in common with all the Transferees and/or occupiers of apartments at the Complex in the Said Project (collectively **Project Co-Owners**) as per provisions laid down below.

- (i) **Carpet Area:** Carpet Area of the Apartment shall mean the net usable 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 shall include the area covered by the internal partition walls of the apartment.
- (j) **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).
- (k) **Architect:** Shall mean Architect or any firm or Company of Architects as may be appointed by the Promoter from time to time.
- (l) **Deemed Date of Possession:** In case the delivery of physical possession of the Apartment is withheld by the Allottee on any grounds/reasons, the physical possession of the Apartment shall be deemed to have been taken by the Allottee on the Deemed Date of Possession as indicated in the **Notice of Possession** and morefully described in Clause 7.3 below.

WHEREAS:

- A. Ownership of State Government:** The Refugee Relief and Rehabilitation Department of the Government of West Bengal presently known as Department of Land & Land Reforms and Refugee, Relief & Rehabilitation, Govt. of West Bengal, (State Government) by virtue of land vested in it vide L.A.(LDP) Case No. 37 and 50 of 1954-55, absolutely seized and possessed of or otherwise well and sufficiently entitled to land measuring approximately 17.81 acre (seventeen acre and eighty one decimal) comprised in various Dags of Mouza Palpara, J.L. No. 7 and Mouza Noapara, J.L. No. 9, District North 24-Parganas, situate, lying at and being Municipal Premises No. 561, Bonhooghly Arable Land, Lake View Park Road, Holding No. 4 of Baranagar Municipality, Police Station Baranagar, Kolkata-700108, within Ward No. 15 of Baranagar Municipality, Sub-Registration District Cossipore Dum Dum, District North 24 Parganas (Larger Property). The "said Plot of Land" is a part of the said Larger Property.
- B. Mutation:** The State Government got its name mutated in respect of the Said Larger Property including the "said Plot of Land" in the records of the Block Land and Land Reforms Office, Barrackpore II, under Khatian Nos. (LR) 2, 810 (modified) and 819 (modified).
- C. Said Deed:** By a Registered Deed dated 17<sup>th</sup> November, 2017 and registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, 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 and Forty One point Seven decimals) "Said Plot of Land"/"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 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 Promoter is now in peaceful possession of the Said Property.
- D. Sanctioned Plans:** With the intention of developing and commercially exploiting the "said Plot of Land" 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 Promoter has got a building plan bearing No. \_\_\_\_\_ dated \_\_\_\_\_ 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.

- E. Commercial Units/Shops:** The Promoter has decided to construct several units/shops for commercial use in the said complex and for transferring the same to the intending transferees/Allottees at such price and on such terms and conditions which the Promoter in its sole discretion may deem fit and proper. 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/Promoter in its sole discretion. The Allottee hereby agrees and accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- F. Said Scheme:** The Transferor/Promoter 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/Promoter 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/Allottees for the residue of the unexpired period of 99 (ninety-nine) years under the Said Deed together with option for renewal thereof for a further term of 99 (ninety-nine) years **(2)** such transfer of Apartment and Appurtenances, Commercial units/shops by the Transferor/Promoter to the Transferees/Allottees shall be subject to the Transferee/Allottees paying to the Transferor/Promoter 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/Allottees, the Transferor/Promoter shall enter into agreement with the Transferees/Allottees where under the Transferor/Promoter shall agree to transfer its leasehold right in respect of the Said Apartments and Appurtenances

to the Transferees/Allottees and (5) the agreed Total Price payable by the Transferees/Allottees entirely to the Transferor/Promoter. (6) The Transferee/Allottees 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.

- G. The said plot of Land is earmarked for the purpose of building a residential cum commercial project comprising multistoried apartment buildings and the said project shall be known as "Solaris Bonhooghly Phase 2";
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot of Land on which the Project is to be constructed have been completed;
- I. The Baranagar Municipality has granted the commencement certificate to undertake and carry out development of the project vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_.
- J. The Promoter has obtained the required final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Baranagar Municipality. The Promoter agrees and undertake that it shall not make changes to these approved plans except in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable;
- K. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... Under registration no. ....;
- L. The Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type, on floor in [tower/block/building] no. .... ("Building") along with right to use open parking/covered parking no. ....admeasuring .....square feet in the ....., as permissible under the applicable law and of pro rata share in the common areas

("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment " more particularly described in Schedule A Part 2 and the floor plan of the said apartment is annexed hereto and marked as Schedule B);

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

**N. Solaris Activity Centre (SAC) charges:** This comprises of a non-refundable one-time membership fee of \_\_\_\_\_, and also the fixed annual subscription for membership of the Said SAC and any additional charges on account of "Pay and Use" facilities (defined in clause "O" below).

**O. SOLARIS ACTIVITY CENTRE (THE SAID SAC)**

1) **For Complex Co-Owners:** The Promoter has decided to provide Solaris' Activity Centre (the Said SAC). It is clarified that the decision of the Promoter as to what Conveniences, amenities and facilities shall be provided at the Said SAC shall be final and binding on the Allottee.

2) **Combined SAC:** The Said SAC may spread over both the Solaris Bonhooghly and Solaris Bonhooghly Phase-2 complexes and shall be meant for use by the apartment owners of both the complexes.

3) **SAC Manager:** The Promoter herein shall appoint SAC Manager to look after and maintain the Said SAC and the same on such terms as the Promoter shall think proper. The Allottees of apartments in both Solaris Bonhooghly and Solaris Bonhooghly Phase-2 Complexes shall proportionately bear the costs of the SAC Manager as also the costs of maintenance of the Said SAC.

4) **Membership Obligation of Allottee:** Membership of the Said SAC being compulsory for the Complex Co-Owners, the Allottee (which expression, in the context of the Said SAC, means only 1 (one) person if the number of Allottees under this Agreement



being more than 1 (one), as be nominated inter se among the Allottees) agrees to become a member of the Said SAC, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Said SAC and its facilities (SAC Scheme) will be formulated by the Promoter in due course and circulated to members before the Said SAC is made operational to all members (including the Allottee) will be required to abide by the SAC Scheme.

5) **Membership of the Said SAC:** The Allottee accepts and confirms that (i) membership of the Said SAC shall be only for the apartment allottees of Solaris Bonhooghly and the Solaris Bonhooghly Phase 2. (ii) each Apartment shall be entitled to 1 (one) membership, irrespective of the number of owners of such Apartment (iii) membership shall be only for individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) individual occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said SAC (iv) the Said SAC can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years (v) in the event of further transfer of the Said Apartment, the membership will automatically stand transferred in favour of such new Allottee at the then applicable SAC Scheme and thereupon the Allottee abovenamed shall cease to be member of the SAC and (vi) if the Allottee let out his/her Apartment, he/she may request a temporary suspension of his/her usage right of the Said SAC and permission for usage of the Said SAC by the tenant under his/her membership. The Allottee agrees and confirms that the membership of the said SAC shall under no circumstances be separately transferable.

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

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

8) **Maintenance of the Said SAC:** The Allottee agrees and confirms that the Said SAC (at the sole discretion of the Promoter) be initially managed and operated by the Promoter either by itself or through its nominee for a period of 2(two) years from the date of completion of construction of the building complex or such extended time as the Promoter shall think proper and subsequently, the Association on its formation shall look after the maintenance, management and operation of the Said SAC. There shall be one common/joint Facility Manager/Association for both Solaris Bonhooghly and Solaris Bonhooghly Phase-2.

9) **Membership Fee and Annual Subscription & Other Charges:** The Allottee agrees and confirms that (1) On or before delivery of possession of the Apartment to the Allottee by the Promoter, a non-refundable one-time membership fee of Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) shall be paid by the Allottee to the Promoter which shall be appropriated by the Promoter towards consideration for providing the Said SAC and the same without being liable to account for the same. (2) the Allottee shall have to pay a fixed annual subscription for membership of the Said SAC, which shall be determined by the Promoter at the time of opening of the Said SAC and the same at the sole discretion of the Promoter and this shall be in addition to the Maintenance Charges (3) apart from the annual subscription as provided above, the Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Facility Manager/Association for and on account of those facilities, which would be made available at the Said SAC for use of the same by the members on "Pay and Use" basis.

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

**P. Right of Said Signage:** The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of its brand name "Eden Realty" (Said Signage) being erected on the roof and/or the parapet walls and/or the facade of the Said Building and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of transfer and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its/their own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Promoter and/or the men and agents of the Promoter shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same

without any obstruction or hindrance either from the Allottee or the Facility Manger for all times to come.

**Q. Said Parking Space:** The Allottee hereby agrees and confirms that the location shall be allotted by a process of Lottery as per the application made by the Allottee for the type of Parking space required. Scheme of naming of parking number will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision. The Allottee hereby agrees and confirms that the right to use Parking Space would be taken by the Allottee only after completion of construction of the Said Project and also delivery of possession of the Said Apartment and that the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as may be decided by the Promoter, in its sole discretion.

The right to park vehicle in the Said Parking Space of the Complex is being agreed to be transferred on the basis of fixed area and location, and the decisions of the Promoter in this regard shall be final and binding on the Allottee and that the Parking Space can only be used for parking of a medium sized motor car or two wheeler vehicle of the Allottee and not for any other purposes. The Allottee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto.

It is clarified that (1) the allotment will be made through a process of lottery and the location of the parking space shall be intimated latter to the Allottee upon completion of the process of Lottery however the type and area of the Parking Space shall be captured in this Agreement as per the Application made by the Allottee The scheme of Lottery for allocating the right to use parking spaces shall be formulated and conducted by the Promoter on the terms and conditions it may deem fit at its sole discretion; (2) the Allottee will have only right to park vehicle in the Said Parking Space. The Allottee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto; (3) Unallotted parking space(s) at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter

reserves the right to allot/use/transfer such unallotted right-to-use parking space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper

**R. Rights Confined to the Said Apartment And Appurtenances:** The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose of all other Apartments and portions of the Said Building, the Said Complex and the said Plot of Land in favour of third parties at their sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

**S. Extension/Addition:** The Allottee upon perusal of the Act and other terms and conditions of this Agreement hereby specifically agree, declare and confirm that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter (1) integrating/adding (notionally or actually) other lands to the Said Complex and in this regard to demolish boundary walls and affix gates wherever necessary and connecting existing roads to future roads and (2) granting all forms of unfettered and perpetual proportionate right of use over the Common Portions to third parties. The Allottee further declare and confirm that in consideration of the Promoter agreeing to transfer the Said Apartment And Appurtenances in favour of the Allottee, the Allottee has agreed and accepted the above various terms and conditions and also that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Portions including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.

- T.** The Promoter will install an Elevated Grid Connected Solar Power Plant at roof top of the Project in accordance with the provisions of MNRE Notification dated 02<sup>nd</sup> September 2016, WBERC Notification dated 22<sup>nd</sup> March 2013 and WBREDA notification dated 5<sup>th</sup> June 2012 for providing power for operating lifts, pumps and common areas at the Said Project (Said Solar Power Plant).
- U. Electricity:** The Allottee shall pay to the Promoter an amount at the rate of ₹ ...../- (Rupees ..... ) per square feet of the total carpet area of the Said Apartment towards the cost of transformer, wiring and allied cost for obtaining electrical connection in the Project. In addition, the Allottee 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.
- V. Electricity Meter for Common Portions:** The Allottee shall pay to the Promoter the proportionate amount of the security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Portions.
- W. Generator:** Stand-by Diesel Generator (DG) for power back up facility at the Project for running the basic electric appliances in the Apartments at the building shall be provided. Each of the Allottee of the Apartment at the building shall be allocated maximum ..... Watts. The Allottee shall pay ₹...../- (Rupees.....) only towards costs of installation of the DG Set. The Promoter or the Facility Manager/Association shall make suitable mechanism for payment of DG usage charges by the allottees of power.
- X. Security Deposit:** The Allottee shall pay to the Promoter an interest free security deposit @ ₹...../- (Rupees.....) only. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee on account of maintenance charges or electricity charges or any other charges /deposits related to maintenance and/or electricity supply. This deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owner's Association or the maintenance body at the time of handing over the charge of maintenance and management of the common areas and facilities of the Project.

**Y. Taxes:** The Allottee shall pay to the Promoter amounts of the G.S.T, S.T.C., Works Contract Tax, Value Added Tax, cess, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body on the Promoter, from time to time, proportionately, if levied as a whole on the Said Project and wholly, if levied specifically on the Said Apartment.

**Z. Legal Charges, Stamp Duty and Registration Costs:** Advocates of the Promoter (**Legal Advisors**), have drawn this Agreement and shall draw all further documents. The Purchasers shall be required to pay to the Promoter documentation charges, fees at the rate of 0.5% of the Total Price of the apartment and the consideration for grant of right to use the parking space allotted, if any. 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Deemed Date of Possession. In addition to the above fees, Stamp duty, registration fees as also fixed miscellaneous expenses for registration amounting to ₹...../- (Rupees.....) (for each instance) and all other fees and charges, if any, shall be borne by the Allottee and shall be paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.

**AA.Completion of Transfer:** The Transfer of the leasehold rights in respect of the Said Apartment and Appurtenances shall be completed by execution and registration of Sale deed in favour of the Allottee provided the Allottee tenders and pays in time the agreed consideration amount, extras, deposits and all other amounts required to be paid by the Allottee as per the terms herein recorded. The Allottee shall be bound to have the transfer deed of the Said Apartment And Appurtenances executed and registered 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 Allottee, although the Allottee shall become liable for Maintenance Charges and Rates & Taxes from the Date Of Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. Till execution and registration of the proposed deed of Transfer

in respect of the Said Apartment and Appurtenances, the Allottee herein shall not be entitled to any right, title or interest in respect of the said apartment and Appurtenances.

**BB.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

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

**DD.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**EE.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to acquire the leasehold right in respect of the Apartment and right to use the garage/covered parking (if applicable) as specified in para K.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to transfer to the Allottee and the Allottee hereby agrees to acquire, the leasehold right of the Said Apartment as specified in para L above.

1.2 The Total Price for the Apartment based on the carpet area is Rs. .... (Rupees ..... only ("Total Price") ( Give break up and description):



Block/Building/Tower .....	No.	Rate of Apartment per square feet*
Apartment .....	No.	
Type .....		
Floor .....		
Total price (in rupees)		

\*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

\*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenances charges as per para II etc., if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G. S. T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/ plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining completion certificate:

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

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

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

charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3. The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other charges, which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan") hereunder.

1.5. The Allottee shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Apartment and demand for payment raised by the Promoter for the payment as per the Payment Schedule described in Schedule "C" of this Agreement, within 15 (fifteen) days of presentation of demand or bill on account therefor, failing which the Allottee shall without prejudice to the other rights of the Promoter, pay interest at the rate prescribed in the Rules of Section 13 of the Act, calculated from the date on which the amount would fall due upto the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Allottee also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the Said Apartment of the Allottee shall be discontinued and/or the Allottee also be debarred from the benefits of the common facilities.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act:

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

1.7. The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate or such other certificate by whatever name called issued by the competent authority is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

(I) The Allottee shall have exclusive leasehold right of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is

clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority subject to Clause 'O-(10)' and as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas/Portions, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with right to use \_\_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Plot of Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee save and except as mentioned in Clause No. 'O-(10)'. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project subject to Clause 'O-(10)'.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartments to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the

Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. .... (Rupees .....only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the total price of the Apartment as prescribed in the Payment Plan (Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

1.12 The Allottee accepts and confirms that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building/Said Complex (2) if the area of the Said Building/Said Complex is recomputed by the Promoter or the Promoter integrate/add (notionally or actually) other lands to the Said Property (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share in Common Portions shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

1.13 The Allottee admits and accepts that the Allottee and other Complex Co-Owners shall form the Association which can be a joint association in common with Solaris Bonhooghly and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Allottee hereby irrevocably authorizes and empower the Promoter to take appropriate steps on behalf of the Allottee for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of his/her/its Apartment.

1.14 As per Clause 'T' above, with regards to Grid Connected roof top Solar Power Plant Installations, the following terms are mentioned hereunder:-

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

**(ii)** Costs of installation of the Said Solar Power Plant shall be borne and incurred by the Promoter either directly itself or through the Association subject to the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Promoter or the Association, the Promoter shall solely and exclusively be entitled to be paid the same..

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

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

(v) Presently, the power sharing arrangement is up to 90% of the units consumed through CESC as stated above. This may however be varied and/or changed from time to time due to any act, amendment or notification by the MNRE and/or WBREDA and/or WBERC Guidelines or other State or Central Government Authorities and/or Departments.

(vi) The Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant to be installed on the Roof Top of the Said Project and the same as common facilities of the said Project for a period of 2(two) years from the date of completion of the said Project and subsequently, the Association on its formation shall look after the maintenance, management and operation thereof as a common facility. The Promoter shall never be in any manner whatsoever be held liable or responsible for the maintenance, safety and security of the Said Power Plant after its installation and handing over of the same to the Facility Manager/Association.

(vii) The Promoter 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..

(viii) The Allottee agree and confirm that the Promoter shall not be liable for any variation in the efficiency of the Said Solar Power Plant nor shall be liable for the change in the power sharing ratio or cost due to any act, amendment or notification by the State or Central Government Authorities or Departments.

(ix) The Allottee also accept and confirm that the entire scheme of solar panel installation and the operation thereof shall be as per the notifications and guidelines of MNRE and/or WBREDA and/or WBERC.



1.15 If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee either at the time of possession or within a period of \_\_\_\_\_ 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 in this regard shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the **Deemed Possession** as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

## 2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter and the same within the stipulated time as mentioned in the Payment Plan mentioned in Schedule 'C' hereunder and the same [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

## 3. COMPLIANCE OF LAW RELATING TO REMITTANCE:

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

understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the

competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement , and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

## 7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("Force Majeure"). If, however, the

completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over copy of the occupancy certificate of the Apartment, to the allottee at the time of Transfer of the same.

7.3. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter (Notice of Possession) as per para 7.2, the Allottee shall

take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 from the Deemed Date of Possession.

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

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate and handing over possession of the Apartments to the Allottees.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable leasehold right with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with any adverse orders or restrictions impacting the Project in any manner;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for transfer and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the leasehold rights in respect of the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the transfer deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Leasehold rights in respect of the Said Plot of Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. amenities and. facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any



head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case or Default by Allottee under the condition listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### 10. TRANSFER OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a deed of Transfer of its leasehold right in respect of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

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

**10.1 Nomination by Allottee with Consent:** The Allottee admits and accepts that before execution and registration of Transfer deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate, assign and/or Transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (five percent) of the market price in respect of the said apartment and appurtenances as may be prevailing at that time (to be determined by the Promoter) plus the amount of applicable taxes as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoter and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter.

**10.2 No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or Transfer the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.

**10.3 Additional Legal Fee:** The Allottee shall pay an additional legal fee of ₹ ...../- (Rupees.....) to the Promoter towards the aforesaid tripartite agreement.

11. MAINTENANCE OF THE BUILDING/ APARTMENT /PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

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

**Decision of Architect Final:** If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the “Solaris Bonhooghly Phase 2”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the (Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. The Allottee shall co-operate in the management and maintenance of the Building and the Said Project including the common portions and facilities thereat by the Promoter/the Facility Manager/the Association.
- 15.5 The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Facility Manager/the Association for the beneficial common use and enjoyment of the common portions at the Building and the Said Project.
- 15.6 The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Apartment and Appurtenances and the Common Portions, from the Date of Possession.
- 15.7 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Project Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building and outside walls of the Building save in the manner as be indicated by the Promoter/the Facility Manager/the Association.
- 15.8 The Allottee shall use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel,

hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- 15.9 The Allottee shall not sub-divide the Said Apartment And Appurtenances and the Common Portions, under any circumstances.
- 15.10 The Allottee shall not change/alter/modify the names of the Building and the Said Project from that mentioned in this Agreement.
- 15.11 The Allottee shall not use or permit to be used the Said Apartment or the Common Portions or the Said Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Building 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 building / Project.
- 15.12 The Allottee shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Portions.
- 15.13 The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- 15.14 The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association for use of the Common Portions.
- 15.15 The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- 15.16 The Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any and the Common Portions.
- 15.17 The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Portions or outside walls of the Said Apartment/Building/Said Project **save** at the place or places provided therefor

**provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

15.18 The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment **save** the usual home appliances

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by



any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the

carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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



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

WITNESSES:

Please affix Photographs and  
Sign across the photograph

(1) Signature-----

Name -----

Address-----

(2) Signature-----

Please affix Photographs and Sign  
across the photograph

Name -----

Address-----

**SCHEDULE 'A' Part 1-** DESCRIPTION OF THE "PLOT OF LAND"/ "SAID PROPERTY"

**SCHEDULE 'A' Part 2-** DESCRIPTION OF THE "APARTMENT" WITH/WITHOUT RIGHT TO USE COVERED/OPEN PARKING SPACE FOR \_\_\_\_\_ no/s. OF MEDIUM SIZED CAR/TWO WHEELER IN THE PARKING SPACE AT THE COMPLEX (IF APPLICABLE) ALONG WITH BOUNDARIES OF THE SAID APARTMENT IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'-** FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'-** PAYMENT PLAN

**SCHEDULE 'D'**- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

**SCHEDULE 'E'** - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).