

APPLICATION FORM for Allotment through Lottery

☐ S ☐ A ☐ B ☐ C ☐ D

Instructions for filling up the Application Form

1. All fields are mandatory unless specified otherwise.
2. Please fill in the forms in Block letters.
3. Do not tear the form from the General Terms and Conditions (GTC). The same need to be submitted along with the form.
4. Please read the General Terms and Conditions carefully before filling up the form.
5. Please sign the space provided in the Application Form and on last page of the GTC in the box provided.

SECTION 1

Applicant Details

1.	Full Name (Mr./Ms./Dr.)																
2.	Mobile No	+91															
3.	Email ID																
4.	Date of Birth (DD / MM / YYYY)				/			/						5.	Gender (M/F)		
6.	Nationality																
7.	Correspondence Address														Post Office		
	City/Village		State							Pin							
8.	Alternative Phone	+91															
9.	IT PAN No.																
10.	AADHAAR No. (Optional)																
11.	Occupation (Tick one)		Self Employed		Govt. Service/PSU				Private Service								
			Retired		Housewife				Others Pl. specify								
12.	Field of Work	IT	Retail	Education	Manufacturing				Others Pl. specify								
13.	Designation	Director/VP/CEO	Manager		Executive				Others Pl. specify								
14.	Community/ Native Language																
15.	Gross Annual Family Income (Tick one) (Family include Spouse and Unmarried Children)		Below ₹ 3 lakhs				₹ 3 to 6 lakhs				₹ 6 to 12 lakhs						
			₹ 12 to 18 lakhs				Above ₹ 18 lakhs										

Joint Applicant / Nominee Details (Tick one)

Joint Applicant

Nominee

1.	Full Name (Mr./Ms./Dr.)															
2.	Relationship with Applicant															
3.	Mobile No	+91														
4.	Email ID															
5.	Date of Birth (DD / MM / YYYY)				/			/						6.	Gender M/F	
7.	Nationality															
8.	Correspondence Address													Post Office		
	City/Village		State							Pin						
9.	Alternative Phone	+91														
10.	IT PAN No.															
11.	AADHAAR No. (Optional)															
12.	Occupation (Tick one)		Self Employed		Govt. Service /PSU				Private Service							
			Retired		Housewife				Others Pl. specify							
13.	Field of Work	IT	Retail	Education	Manufacturing				Others Pl. specify							
14.	Designation	Director/VP/CEO	Manager		Executive				Others Pl. specify							
15.	Community/ Native Language															
16.	Gross Annual Family Income (Tick one) (Family include Spouse and Unmarried Children)		Below ₹ 3 lakhs				₹ 3 to 6 lakhs				₹ 6 to 12 lakhs					
			₹ 12 to 18 lakhs				Above ₹ 18 lakhs									

SECTION 2

1.	Flat, Car Parking and 2-Wheeler Parking Preference (For Allotment Process, please refer to GTC)											
1A.	Flat Type Preference (You may choose more than one Type. To register your preference, please mark them with 1, 2, 3...)	S Type (Studio)		A Type (1 BHK+1T)		B Type (2 BHK+1T)		C Type (2 BHK+2T)		D Type (3BHK+2T)		
		Carpet Area XXX sq.ft.		Carpet Area XXX sq.ft.		Carpet Area XXX sq.ft.		Carpet Area XXX sq.ft.		Carpet Area XXX sq.ft.		
1B.	Flat Floor Preference Flat Floor Preference (Tick one) Ground, 1 st , 2 nd , 3 rd and 12 th Floor Flats are termed as Standard Flats . 4 th Floor to 11 th Floor Flats are termed as Prime Flats . In case you choose STANDARD as your option, your application will be drawn first for STANDARD Flats. If unsuccessful, it will then be drawn for PRIME Flats. In case you choose PRIME as your option, your application will be drawn first for PRIME Flats. If unsuccessful, it will then be drawn for STANDARD Flats									STANDARD		
										PRIME		
1C.	Car Parking Preference (You may Tick Multiple Options) The Draw for available spaces will be done in the following sequence: (1) C & D Type, (2) B, A & S Type							Open		Covered		
1D.	Two-Wheeler Parking Preference (You may Tick Multiple Options) The Draw for available spaces will be done in the following sequence: (1) S, A & B Type (2) C & D Type							Open		Covered		
2.	Preferred Payment Plan (Tick one)			Down Payment Option			Instalment Payment Option					
3.	How did you come to know about Solaris City Serampore? (Tick all relevant boxes.)			Newspaper			Hoarding			TV		Radio
				Bank Branches			Facebook			YouTube		Twitter
				Railway Station Kiosk			Company Website			Other Websites		Brokers
				Word of Mouth			Events			Emailer		SMS
4.	Why do you want to apply for a flat in Solaris City Serampore? (Tick all relevant boxes.)			Solaris Brand			Pricing			Low Maintenance		Location
				Flat Layout			Solar Power			Amenities		Solaris Mall
				Developer's Profile			Eden Employee Reference			Eden Customer Reference		CLSS Compliant
				Any other, please specify								
5.	Bank Account Details (for refund of application money in case of unsuccessful application)			A/c Holder's Name								
				Bank's Name								
				A/c. Type			A/c No.					
				IFSC Code								

I / We have read, understood and agree to the terms and Conditions as laid down in the General Terms and Conditions (GTC) Document made available to the me/us in this Application Kit.

Date			/			/			
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Signature of the Applicant		Signature of the Joint Applicant	
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General Terms and Conditions (GTC)

INTRODUCTION

“EDEN REALTY GROUP” (the ‘**PROMOTER**’), through its group Companies namely Eden Realty Ventures Private Limited and Eden Infracon Private Limited offers **Studio, 1BHK 1T, 2BHK 1T, 2BHK 2T & 3BHK 2T** Flats in the projects named and styled as ‘**SOLARIS CITY SERAMPORE PHASE 1 and SOLARIS CITY SERAMPORE PHASE 2**’ (collectively the ‘**Complex**’ or ‘**Solaris City Serampore**’). **SOLARIS CITY SERAMPORE PHASE 1** to be constructed on the Land measuring about 8.924 Acres at Municipal Premises No. 29, Kanailal Goswami Sarani, Serampore, Hooghly, Pin- 712201 and the **SOLARIS CITY SERAMPORE PHASE 2** is to be constructed on the Land measuring about 12.947 Acres at Municipal Premises No. 31, Kanailal Goswami Sarani, Serampore Hooghly, Pin - 712201.

1. OFFER

The Complex, known as SOLARIS CITY SERAMPORE consisting of 12 (Twelve) Towers in SOLARIS CITY SERAMPORE PHASE 1 and 12 (Twelve) towers in SOLARIS CITY SERAMPORE PHASE 2 which shall comprise of residential as well as commercial spaces. Each Tower may be further sub-divided into zones. The residential portion of the Complex comprises of the following category of flats.

SOLARIS CITY SERAMPORE PHASE 1

TO BE INSERTED

SOLARIS CITY SERAMPORE PHASE 2

TO BE INSERTED

*B= Bedroom, H = Hall, K = Kitchen and T=Toilet

** Carpet Area is as per WBHIRA (The West Bengal Housing Industry Regulation Act, 2017)

Out of the presently sanctioned Flats in the Complex, the Flats of each of the above types totalling _____ which are being offered, for allotment through this **E-Lottery** (as defined in Clause 4A), can be at any levels from the Ground Floor to the 12th Floor in Tower A, B and C of Solaris City Serampore Phase 1 (**Initial Offered Flats**). The total number in Initial Offered Flats for each type of flats is provided below:

SOLARIS CITY SERAMPORE PHASE 1

(Towers A,B,C)

TO BE INSERTED

If the number of Applicants exceeds the number of **Initial Offered Flats** currently being allocated through E-Lottery, the Promoter shall, at its own discretion without any reference to the Applicants, include additional Towers and Flats from the Complex to form part of E-Lottery process. The Applicants shall have no objection whatsoever in this regard. The Final list of Offered Flats with their Flat Number, Tower and Phase from the Complex shall be published on the website “edensolaris.com” at least 7(seven) days prior to the date of E-Lottery which shall be binding on the Applicants. (**“Final Offered Flats”**)

The remaining Flats and the commercial spaces of the Complex which are outside the “Final Offered Flats” shall be at the disposal of the Promoter and accordingly, the same can be allotted by the Promoter at its sole discretion to the intending Buyers and the same at such consideration and on such terms as it may deem fit and proper. This GTC is applicable to the Final Offered Flats being allotted in the Complex through the E-Lottery process only. Unless any flats from SOLARIS CITY SERAMPORE PHASE 2 are made part of the Final Offered Flats,

this application shall always be deemed to be an application for allotment of flat in SOLARIS CITY SERAMPORE PHASE 1 only.

2. WHO CAN APPLY

- A. Any Indian Citizen, who is not otherwise ineligible by operation of any law of the land, may apply for a flat and Parking Space in the Complex.
- B. A valid PAN is mandatory for every Applicant to participate in the E-Lottery process.
- C. One family is entitled for allotment of only one Flat in the Complex.
- D. For the purpose of this GTC, the term family shall mean and include the Applicant or the spouse or the minor children of such individual.

3. APPLICATION PROCEDURE

- A. Any individual intending to buy a Flat in Solaris City Serampore needs to fill up the Application Form and accept the General Terms and Conditions (GTC) in the prescribed format. The same is available in the Application Kit along with Brochures to participate in the E-Lottery to be held for allotment of the Flats and Parking Spaces in Solaris City Serampore.
- B. The Application Kit is available in both Printed and Electronic format for the eligible Applicants. The Application Kit can be obtained in printed format from the **Authorised Distribution Centres** of the Promoter, a list of the same shall be available on website “edensolaris.com”, which shall be hereinafter referred to as “**Offline**” Application Kit. The Application Kit can also be obtained in Electronic format from the website of the Online Sales Partner “**SUREHOMZ**” at website <https://www.surehomz.com> only, which shall be hereinafter referred to as “**Online**” Application Kit.
- C. The Applicant can apply in the original numbered Application Form only. It is important that abundant care be taken by the Applicant to go through and understand all the terms, conditions and stipulations recorded in this GTC, before filling in the Application Form by accepting the GTC.

D. Applicant can submit the “Offline” Application Form and GTC at the specified collection centres only in the following manner:

- i. The Applicant shall be required to sign and submit duly filled in Application Form in the prescribed format along with this GTC and pay the Application Money to the Promoter on or before the Last Date for Submission of Application.
- i. The Applicant can choose multiple Flat types along with preferences as provided in the Application Form in terms of this GTC but the Application Money to be paid by the Applicant shall be the maximum amount among the preferred Flat Types selected by the Applicant, irrespective of the preferences. For e.g. if an Applicant selects Type D and Type C flat then the Application Money for Type D flat being higher shall be the amount that the Applicant shall be required to pay.
- ii. The Applicant understands and accepts that he/she shall compulsorily provide his/her preference of Flat Types if more than one type has been selected. If the preference for Flat Type is not provided, or is illegible or is incomplete then the Default Preference in the following order i.e. 1st preference “Type D”, 2nd preference “Type C”, 3rd preference “Type B”, 4th preference “Type A” and 5th Preference “Type S” shall be applicable automatically.
- iii. The Applicant understands and accepts that he/she shall also have to mandatorily provide the preference of Standard and/ or Prime Flats. **Standard Flat** being flats of all types situated on the Ground Floor to the 3rd Floor of any tower in the Complex and the **Prime Flat** being Flats of all Types situated on the 4th Floor to the 12th Floor of any tower in the Complex.
- iv. If the preference for Standard Flat and Prime Flat is not provided or is illegible or is incomplete then the Default Preference of Standard Flat as the preferred option shall apply. It is absolutely made clear that this is a choice for preference and in case the Applicant is not allotted a flat in their preferred type the next preferred type shall automatically apply.

- v. The use of eraser, white ink and overwriting for correction in Application Form and GTC is strictly prohibited.
- vi. Submission of the filled-in Application Form and GTC must be made at any of the specified Collection Centres only, list of which is enclosed in the Application Kit as **“LIST OF COLLECTION CENTRES”** in the manner as specified below:
 - a) The Applicant should submit duly filled-in and signed original Application Form and GTC in the prescribed format along with At Par/Local Cheque / Pay Order/ Demand Draft / Cash of the Application Money in favour of **‘EDEN REALTY VENTURES PVT LTD A/C SCS’** as Application Money through duly filled “Pay-in-Slip” to the receiving officer at the Collection Centres.
 - b) The receiving officer at the Collection Centres will acknowledge the Applicant’s portion of the Pay-in-Slip cum Acknowledgement which shall be deemed to be the acknowledgement receipt without verification of the duly filled-in and signed Application Form, GTC and payment of the Application Money. The acceptance of the form by the Receiving officer does not validate the correctness of information provided by the Applicant.
 - c) Alternatively, the Application Money can be paid through Credit Card/Debit Card swipe machines available at Complex Site Office_____ or at Eden Realty Ventures Pvt. Ltd. Head Office at Metropolitan Building, 7, Jawaharlal Nehru Road, Kolkata - 700013. Processing charges payable in case of Credit Card / Debit Card Transactions are non-refundable.
 - d) No Cash payment shall be allowed.
 - e) Each Application Form and the Pay-in-Slip cum Acknowledgement will have the same serial number which must be quoted in all future correspondences.
 - f) The duly filled-in Application Form along with GTC should be submitted at the Collection Centres on or before _____ (**Last Date for Submission of Application**).

g) Payment of Application money through Cheques are subject to realisation.

vii. Application Form once submitted cannot be modified.

E. Applicant who would procure **Online Application** Form should make the payment of the Application Money electronically and submit the Application Form online in the following manner:

- i. The Applicant should compulsorily submit duly filled-in Application Form and GTC acceptance online in the prescribed format on or before the Last Date for Submission of Application.
- ii. The Applicant can choose multiple Flat types along with preferences as provided in the Application Form in terms of this GTC but the Application Money to be paid by the Applicant shall be the maximum amount among the preferred Flat Types selected by the Applicant, irrespective of the preferences. For e.g. if an Applicant selects Type D and Type C flat then the Application Money for Type D flat being higher shall be the amount that the Applicant shall be required to pay .
- iii. The Applicant understands and accepts that he/she shall compulsorily provide his/her preference of Flat Types if more than one type has been selected. If the preference for Flat Type is not provided, or is illegible or is incomplete then the Default Preference in the following order i.e. 1st preference “Type D”, 2nd preference “Type C”, 3rd preference “Type B”, 4th preference “Type A” and 5th Preference “Type S” shall be applicable automatically.
- iv. The Applicant understands and accepts that he/she shall also have to mandatorily provide the preference of Standard and/or Prime Flats. **Standard Flat** being flats of all types situated on the Ground Floor to the 3rd Floor of any tower in the Complex and the **Prime Flat** being Flats of all Types situated on the 4th Floor to the 12th Floor of any tower in the Complex.

- v. If the preference for Standard Flat and Prime Flat is not provided or is illegible or is incomplete then the Default Preference of Standard Flat being the preferred option shall apply. It is absolutely made clear that this is a choice for preference and in case the Applicant is not allotted a flat in their preferred type the next preferred type shall automatically apply.
- vi. The Applicant should make payment of the Application Money as applicable through Net Banking/Debit Card/Credit Card and any other mode(s) as may be available on the website <https://www.surehomz.com>. Based on the mode of transaction, applicable non-refundable convenience charges, if any, might be levied upon the Applicant.
- vii. Upon successful submission, the Applicant will get an 'e-acknowledgement' generated for records. It shall be the responsibility of the Applicant to note down and store the transaction id of payment of Application Money for future reference.
- viii. In the event of any problem involving online payment of the Application Money, the decision of the intermediary, whose portal is being used would be final regarding authenticity of such transaction.
- ix. In a situation where, online payment of Application Money is accepted but subsequent uploading of the filled-in Application Form or generation of payment acknowledgment could not be processed, the Applicant should contact the Promoter and provide the necessary details of Transaction ID and Application Number. The Promoter will take necessary steps, in such an event, to complete the application process, subject to confirmation of such transaction from the intermediary.
- x. Convenience charges (if any) payable on account of any online payment on SUREHOMZ shall be non-refundable.
- xi. There shall be no separate acknowledgement for receipt of Application Form or the Application Money paid.
- xii. Application Form once submitted cannot be modified.

4. ALLOTMENT SCHEME/PROCEDURE

- A. The allotment of the Flats and the parking spaces shall be done through an Electronic Lottery conducted under the supervision of an independent agency appointed by the Promoter, with the responsibility to supervise the entire process of the Electronic Lottery in a systematic manner. **(E-Lottery)**
- B. The process, policies and the conduct of the E-Lottery shall be as decided by the Promoter at its sole discretion and the same shall be binding on the Applicant.
- C. The E-Lottery will be held within 120 (One Hundred and Twenty) days from the Last Date for Submission of Application Forms as specified herein.
- D. The Applicants shall be intimated about the date of E-Lottery at the address for correspondence and / or at the email address provided by the Applicant in the Application Form and the Applicant shall be furnished with a Web URL to access the E-Lottery results. No physical correspondence for the E-Lottery result shall be done.
- E. Result of the E-Lottery shall be final and binding upon all the Applicants and the Promoter shall not entertain any kind of modification, objection or reconsideration.
- F. The E-Lottery result shall be made available online at the websites “<https://www.surehomz.com>” and “<https://edensolaris.com>” and at the Complex Site Office for a limited time period of 60 (Sixty) days from the date of publication of the E-Lottery result.
- G. No request for any change in allotment of any Flat or parking spaces shall be entertained.
- H. If any Applicant or Applicant’s family submits more than one Application and becomes successful in the E-Lottery for more than one Flat, the Applicant shall be allowed to retain only the first Flat successfully drawn in the E-Lottery.
- I. Provisional Allotment of Flats shall be made in favour of successful Applicants within 30 (Thirty) days from the date of E-Lottery subject to the successful Applicants providing all necessary documents and also complying with all the terms and

conditions provided in the GTC in this regard or as may be required as per clause 6 hereunder.

5. WAITLISTED APPLICANTS

- A. In the event of over subscription post the completion of the E-Lottery of the Final Offered Flats approved by the Promoter, a waiting list of the applicants, out of the Applicants remaining unsuccessful in the E-Lottery, shall be prepared through the same process of E-Lottery.
- B. The number of Applicants on Waiting List shall not be more than 50% (Fifty percent) of the number of Final Offered Flats, rounded off to the next whole number.
- C. Flats will be offered to Waitlisted Applicants, in seriatim, in the event of rejection of/withdrawal by successful Applicants. The decision of the Promoter shall be final and binding. No Preference of Flat Type including Standard and Prime Flat shall be applicable in this case.
- D. The waiting list so prepared shall remain valid for 90 (Ninety) days from the date of the E-Lottery.
- E. Unsuccessful waitlisted Applicants will be entitled for refund of their Application Money with applicable interest upon the expiry of 90 (Ninety) days from the E-Lottery only. The Application Money shall be refunded with an interest @ 6% (Six percent) per annum calculated from the Last Date for Submission of Application till the expiry of the 90th (Ninetieth) day from E-Lottery. Such refunds will be made within 30 (Thirty) days after the expiry of the 90th (Ninetieth) day from the date of E-Lottery.
- F. After expiry of the waitlist period of 90 (Ninety) days, the Promoter reserves the right to allot the Flats of any category remaining un-allotted, at its sole discretion and on such terms as it may deem fit to any third party.

6. DOCUMENT CHECKLIST

For the convenience and reference of the Applicant, a check list is provided for the documents and documentary evidence to be submitted by the Applicant and the Co-Applicants, if any, on submission of the Application and after E-Lottery.

A. On Application (refer Clause 3)

- i. Filled in and signed Application Form with the Declaration.
- ii. Acceptance of this GTC
- iii. Payment of Application Money by At Par/Local Cheque / Pay Order/ Demand Draft along with duly filled Pay-in-Slip or by Electronic payment, as may be applicable.
- iv. For Online Applications, the submission process including payments should be completed online only.

B. After E-Lottery (for Successful and Waitlisted Applications).

- i. Affidavit (in the prescribed format attached as **Annexure 'B'** hereto). Applicants are required to get the affidavit affirmed before a Notary Public or a 1st Class Magistrate before submission. No deviation to prescribed format of Affidavit is allowed.
- ii. Duly signed copy of the Application Form by the Applicants who have applied online.
- iii. Self-attested photocopy of PAN.
- iv. Self-attested photocopy of the Proof of Permanent Address.
- v. The name of the Applicant, Contact Number and Application Form Number must be mentioned in all Documents submitted by the Applicant.
- vi. Two passport size photographs
- vii. Any other document or paper as may be required by the Promoter.

7. SCRUTINY, REJECTION AND REFUNDS

- A. Any incomplete or illegible Application shall be rejected summarily and the Applicant shall be disqualified from participating in the Solaris City Serampore E-Lottery process. Upon such rejection, the application money received will be refunded without any interest within 45 (Forty-Five) days from the date of the E-Lottery, directly into the bank account of the Applicant as mentioned in their Application Form or any other

payment mode as decided by the Promoter. The Promoter's decision in the matter of rejection of Application shall be final and binding. The Applicant will have no right to raise any claim or objection whatsoever against such rejection.

- B. The Applicant's participation in the E-Lottery shall be only based on the information provided and declaration signed by the Applicant in their Application Form.
- C. Each Application Form will have a unique Serial Number. Photocopying of Application Form is not allowed. Multiple Application of same Serial Number shall not be considered for the E-Lottery and would be summarily rejected and the application money so received against such applications shall be forfeited by the Promoter.
- D. Rejection of the Application of a successful Applicant may take place if the documents submitted are found to be inconsistent with the Application and/or incomplete/deficient and/or not found to be in compliance with this GTC upon scrutiny.
- E. Application containing false information shall be liable to be summarily rejected. Allotment shall stand cancelled if such defects are detected at any point, even after the Allotment has been made.
- F. Upon rejection of an application, as per Clause 7D and 7E, the Application Money paid by the Applicant shall be forfeited by the Promoter and no amount shall be refunded by the Promoter to the Applicant.
- G. Application money received from the Applicant, who is unsuccessful in the Solaris City Serampore E-Lottery will be refunded together with an interest @ 6% (Six percent) per annum calculated from the date following the Last Date for Submission of Application Form for the Complex up to the date of Solaris City Serampore E-Lottery (both days inclusive). Such refunds will be made within 45 (Forty-Five) days from the date of the E-Lottery, directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as decided by the Promoter.
- H. In an unlikely and unforeseen circumstance, where the Promoter is unable to conduct the Solaris City Serampore E-Lottery within 120 (One Hundred and Twenty) days from

the Last Date for Submission of Application, the Applicant at his/her own volition may renew the validity of the Application for a further period of 120 (One Hundred and Twenty) days or apply for full refund. If the Applicant requests for a full refund then the Applicant will be refunded the entire Application Money together with an interest @ 6% (Six percent) per annum calculated from the date following the Last Date for Submission of Application up to the date of such refund request (both days inclusive). Such refunds will be made within 45 (Forty-Five) days from the date of such refund request directly into the bank account of the Applicant mentioned in their Application Form or by any other payment mode as decided by the Promoter.

8. WITHDRAWAL/REJECTION/CANCELLATION OF APPLICATION/ALLOTMENT

A. Withdrawal of Application

Withdrawal of Application shall be allowed only till the Last Date for Submission of Application. In case of such withdrawal of Application, full refund of the Application Money without any interest will be paid to the Applicant within 45 (Forty-Five) days from the date of Solaris City Serampore E-Lottery. It is further clarified that no claims for any interest or damages shall be tenable in the event of Withdrawal of Application on any ground whatsoever.

B. Rejection/Cancellation of Application/Allotment

- i. In case of Rejection/Cancellation of Application/Allotment after payment of Booking Amount and before execution and registration of conveyance documents, all amount paid by the Applicant/Allottee(s) will be refunded without any interest and after deduction of Booking Amount and the interest liabilities to the Promoter. Provided that, GST or any other statutory charges paid towards consideration of the Flat shall be non-refundable. The Promoter shall intimate the Allottee about such termination at least 30(thirty) days prior to the same.
- ii. For avoidance of doubt it is made clear that where the Applicant has only paid the Application Money and incase of Rejection/Cancellation of Application/Allotment for any reason whatsoever after being successful in the

E-Lottery the entire Application Money shall be forfeited by the Promoter and no money shall be refunded to the Applicant by the Promoter.

- iii. The refund, if any, shall be made within 45 (Forty-Five) days from the date of such Rejection/Cancellation of Application/Allotment. It is further clarified that no claims for any damages shall be tenable in the event of Rejection/Cancellation of Application/Allotment on any grounds whatsoever.

9. PRICE & PAYMENT SCHEDULE

A. Under Down Payment Plan

Total Price and the Payment Schedule for both Flat and Parking Spaces provided in the Down Payment Plan is firm and non-negotiable and must be paid within the time frame as indicated in the said Total Price and Payment Schedule. (refer Annexure 'A' hereto).

B. Under Instalment Payment Plan

Total Price and the Payment Schedule for both Flat and Parking Spaces provided in the Instalment Payment Plan is Firm and non-negotiable and must be paid within the time frame as indicated in the said Total Price and Payment Schedule (refer Annexure 'A' hereto).

- C. Applicants/ Allottee(s) are required to indicate their preference of the payment plan in the Application Form which shall be applicable to both the Flat and Parking Spaces. In case the Applicant/ Allottee(s) has not communicated his/her choice of the payment plan to the Promoter in writing, it shall be deemed that the Applicants/ Allottee(s) has opted for Instalment Payment Plan by default. Under no circumstances the payment plan for Flat and Parking Spaces be different.

- D. If an Applicant/ Allottee(s) wants to shift from one payment plan to another, the Promoter may permit such change at its sole and absolute discretion and the same with such conditions as it may deem fit including the payment of an additional amount of Rs. 5,000/- (Rupees of Five Thousand Only) plus the applicable taxes.

- E. The Towers of the Complex may be further subdivided into zones and accordingly the demand for Payment as per Annexure A of this GTC shall be raised by the Promoter on the Applicant/Allottee for their Flat and Parking Sapces.

10. PARKING SPACES

- A. The Promoter has provided ____ nos. of Open and Covered car parking spaces (including mechanical and multi-level car parking space) within the Solaris City Serampore Phase 1 and ____ nos. of Open and Covered car parking spaces (including mechanical and multi-level car parking space) within the Solaris City Serampore Phase 2.
- B. The Promoter has provided __ nos. of Open and Covered Two-Wheeler parking spaces within the Solaris City Serampore Phase 1 and ____ nos. of Open and Covered Two-Wheeler parking spaces within the Solaris City Serampore Phase 2.
- C. The word "Parking Spaces" wherever referred to and unless specified shall always mean both Two-Wheeler and Car Parking Spaces.
- D. The Successful Applicants of Solaris City Serampore Phase 1 shall be eligible for the allotment of Parking Space, both Two-Wheeler and Car Parking, in Solaris City Serampore Phase 1 only. Similarly, the Successful Applicants of Solaris City Serampore Phase 2 shall be eligible for the allotment of Parking Space, both Two-Wheeler and Car Parking, in Solaris City Serampore Phase 2 only. The Promoter shall at its sole discretion permit the Applicant's allotment of Parking Spaces in other phase of the Complex.
- E. One Applicant can only apply for and be eligible for 1(one) Two-Wheeler and 1(One) Car Parking Space each in the Complex.
- F. The Applicant also has an option to not apply for allotment of any Parking Space in the Complex.
- G. The Parking Spaces shall be independent i.e. having direct access from the driveway or dependent i.e. not having direct access from the driveway as per the plan approved by the competent authority.

H. Process of allotment of Parking Spaces:

- i. The Applicant shall have to provide their choice of Parking Space in the Application Form itself.
- ii. Applicants may choose multiple options. However, the Parking option which will be drawn first, shall be allotted.
- iii. Only the Applicants who have been successful in the E-Lottery of Flats and have also applied for Parking Spaces in the Application/ Application Form or any other form as prescribed by the Promoter, will be entitled for E-Lottery for this purpose.
- iv. E-Lottery of types of Parking Spaces shall be held in the order of Open and thereafter Covered for both Two-Wheeler and Car Parking Spaces. Applicants who have given preference for more than one type of Parking Space shall be allotted the parking space which shall be drawn first for both Two-Wheeler and Car Parking Spaces, as applicable, in the E-Lottery.
- v. The first round of E-Lottery for Car Parking Spaces shall be conducted only for the Successful Applicants of Flat Types C and D. Thereafter, in case there are available Car Parking Spaces then a second round of E-Lottery for Car Parking Spaces shall be conducted for the Successful Applicants of Flat Types B, A and S. Such E-Lotteries for allotment of Car Parking Spaces shall be held for SOLARIS CITY SERAMPORE PHASE 1 and SOLARIS CITY SERAMPORE PHASE 2 separately.
- vi. The first round of E-Lottery for Two-Wheeler Parking Spaces shall be conducted only for the Successful Applicants of Flat Types B, A and S. Thereafter, in case there are available Two-Wheeler Parking Spaces then a second round of E-Lottery for Two-Wheeler Parking Spaces shall be conducted for the Successful Applicants of Flat Types C and D. Such E-Lotteries for allotment of Two-Wheeler Parking Spaces shall be held for SOLARIS CITY SERAMPORE PHASE 1 and SOLARIS CITY SERAMPORE PHASE 2 separately.
- vii. No Application Money is required to be paid for participation in the E-Lottery of Parking Spaces.

- viii. The time and process of E-Lottery of the Parking Spaces shall be at the sole discretion of the Promoter.
- I. Each allotted Parking Space shall entitle the Applicant/Allottee(s) the park only one standard sized motor car in Car Parking Space and standard sized motor cycle/scooter in Two-Wheeler Parking Space as per the plan Approved by the competent authority.
- J. The Flat and Parking Space shall be construed to be parts of a single unit. Therefore the Applicant cannot cancel/withdraw the application/allotment of Flat and Parking Space separately at any point.
- K. In case of Transfer of Flat by the Allottee, the Parking Space shall automatically stand transferred along with the Transfer of Flat. The Parking Space shall, under no circumstances be separately transferable by the Allottee.
- L. Unallotted Parking Space(s), if any, shall continue to remain the property and in possession of the Promoter. The Promoter reserves the allot/use such unallotted Parking Spaces, on the terms and conditions and in the manner, as it may deem fit at its sole discretion to any third party.
- M. The Promoter also reserves the right to not construct the unallotted mechanical and multi-level parking spaces as per its sole discretion.
- N. The Parking Spaces, if any, reserved for the visitors shall be handed over to the Flat Owners' Association of the Complex/Interim Maintenance Body/Administrator, as the case may be.

11. DIESEL GENERATOR POWER BACKUP

- A. Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities at the Complex.
- B. DG back up facility would also be made available for running the basic electrical appliances in the Flats.
- C. The allocated load for Type D is 900 Watts, Type C and Type D Flats is 750 Watts and for Type S and Type A Flats is 500 Watts.

- D. One-time DG installation charge is ₹25,000 (Rupees Twenty Five Thousand Only) per flat for Types D, ₹20,000 (Rupees Twenty Thousand Only) for Type B and Type C Flats and ₹15,000/- (Rupees Fifteen Thousand only) per Flat for Type S and Type A, irrelevant of their size and the same shall be payable in the manner detailed in their the Total Price and Payment Schedule annexed to this GTC
- E. The Allottee(s) shall be required to pay DG usage charges based on a suitable mechanism as may be devised by the Promoter/the Association/the Interim Maintenance Body/Administrator.

12. GRID CONNECTED ROOF TOP SOLAR POWER PLANT INSTALLATION.

- A. The Promoter will install an Elevated Grid Connected Roof Top Solar Power Plant at the complex in accordance with the provisions of MNRE Notification dated 2nd September 2016, WBERC Notification dated 22nd March 2013 and WBREDA Notification dated 5th June 2012 for providing power for certain common facilities at the Complex. The capacity of the Said Solar Power Plant shall be as per the sole discretion of the Promoter.
- B. Costs of installation of the Solar Power Plant shall be borne and incurred by the Promoter, either directly by itself or through the Flat Owners' Association on the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Promoter or the Flat Owners' Association, the Promoter shall solely and exclusively be entitled for the same.
- C. 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.
- D. A Power Purchase Agreement shall be entered into between the Flat Owners' 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 Flat Owners'

Association as also all the Allottees of Apartments at the Complex including the Allottee herein.

- E. Presently, the power sharing arrangement is up to 90% of the units consumed through CESC. The same may, however, be varied and/or changed from time to time due to any act, amendment or notification by the MNRE and/or WBERC and/or WBREDA Guidelines or other State or Central Government Authorities and/or Departments to which the Allottee/s shall not object and accept the same at any point of time.
- F. The Promoter shall look after and manage the maintenance and operation of the said Solar Power Plant to be installed on the Roof of the Buildings of the Complex and the same as common facilities of the Complex for the period and in the manner as provided in Clause 20 of this GTC herein. 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.
- G. The Grid Connected Roof Top Solar Power Plant shall be deemed to be common facility as provided in Clause 20 of this GTC and the maintenance thereof shall be as per Clause 21 of this GTC.
- H. Details of the entire arrangement with the CESC (Power Distribution Company) with regard to the operation of solar panels will be provided to the Flat Owners' Association upon execution of such arrangement of power sharing or at the time of handing over the charge of maintenance of the Solar Power Plant to the Flat Owners' Association.
- I. The Promoter shall not be liable for any variation in the efficiency of the Said Solar Power Plant
- J. The Promoter shall not be liable for the change in the power sharing ratio or the cost due to any act, amendment or notification by the State or Central Government Authorities or Departments or otherwise.

- K. The entire scheme of solar panel installation and operation shall be guided by the notifications and guidelines (both in present and future) of MNRE and/or WBERC and/or WBREDA.
- L. In the unlikely scenario where the State Government or the Central Government does away with the net-off of electricity up to 90% consumption from such 2-way electric meters with net metering billing mechanism before completion of the Complex the Promoter shall not be under any obligation for the construction and installation of the Said Solar Power Plant. The Applicant/Allottee shall not raise any dispute or claim any damages from the Promoter in this regard.
- M. The Flats may be handed over to the Applicants without the installation of the Said Solar Power Plant. The Applicant cannot deny the handover of Flat for this reason in any manner whatsoever.

13. DELAY IN PAYMENT(S)

- A. It shall be incumbent on the Applicant/Allottee(s) to comply with the terms and also the Schedule of payment plan opted by them in respect of the Flats, parking spaces and all other sums payable under this GTC.
- B. Timely payment shall be the essence of the terms of Allotment.
- C. Payment of Booking Amount shall be required to be made within the stipulated due date as shall be mentioned in the Provisional Allotment letter. No extension of time under any circumstances whatsoever shall be allowed for payment of the Booking Amount.
- D. If Booking Amount is not paid within the due date; the Provisional Allotment would stand cancelled automatically without any reference to the Applicant/Allottee(s) and in such an event, the Application Money would be forfeited as stated in clause 8B-ii above.

- E. Payment of instalment amount and all other amounts shall have to be made within the due dates as would be mentioned in the Demand Notice of the Promoter to be issued from time to time requesting for such payments.
- F. Part payment shall not be accepted after the due dates.
- G. Allottee(s) shall be liable to pay to the Promoter interest on the amount overdue at the rate of interest as prescribed in Chapter V of West Bengal Housing Industry Regulation Rules, 2018 in connection to the West Bengal Housing Industry Regulation Act, 2017 which is State Bank of India's Prime Lending Rate plus two percent per annum calculated from the due date up to the date of payment, both days inclusive. For further clarification, it is stated that the benchmark prime lending rate of State Bank of India is currently 13.75% per annum and with this rate an additional 2% (two percent) shall be added to it, accordingly the total interest rate stands to 15.75% presently. In case of delay, the payment of overdue amount together with interest will be accepted by the Promoter only if the payment is made within 60 (sixty) days from the date of the amount becoming due and payable.
- H. No payment will be received and accepted after due date, unless paid along with applicable interest as provided above.
- I. Delay in payment beyond 60 (sixty) days from the due date would make the Allotment of the Apartment liable to be cancelled without any reference to the Allottee(s). In case of such cancellation, the Promoter shall refund the money paid to it by the allottee by deducting the booking amount and the interest liabilities in terms of clause 8B (i) & (iii) herein and the Agreement shall thereupon stand terminated. Upon such cancellation, the Allottee(s) shall have no right, title, lien, claims or demands of any nature whatsoever in respect of the allotted Flat.

14. POSSESSION

- A. The Promoter shall, unless prevented by force majeure reasons, endeavor to give possession of the Flats to the Allottee(s) within _____ subject to

payment by the Allottee(s) of all dues in respect of the allotted Flat(s) including taxes, stamp duty and registration charges as applicable under the law.

- B. Physical Possession as well as the registration of Deed of Conveyance of the Flat shall be withheld till due payment of all the amounts payable by the Allottee(s).
- C. The Promoter shall give notice ('Notice of Possession') to the Allottee(s) regarding the date on and from which the Promoter will start making over possession of the Flats. In the event the Allottee(s) fails or neglects to accept and take over possession of the Flat within the time as be notified in the 'Notice of Possession', the delivery of possession of the Flat shall be deemed to have been taken over by the Allottee(s) on the date indicated in the Notice of Possession. Such date shall be deemed to be the date of possession ('Deemed Date of Possession') irrespective of the date when the Allottee(s) takes physical possession of the Flat.
- D. In cases where delivery of physical possession of the Flat is withheld by the Promoter on the grounds stated elsewhere under these GTC, the physical possession of the Flat shall be deemed to have been taken by the Allottee(s) on the 'Deemed Date of Possession' as indicated in the 'Notice of Possession'.

15. COMPENSATION FOR DELAYED POSSESSION

- A. If the Promoter fails to deliver possession to the Allottee(s) within the stipulated time (subject to force majeure reasons as stated herein below) except in cases where physical delivery has been withheld by the Promoter on grounds stated elsewhere in this GTC, then it shall pay compensation at the rate of interest as prescribed in Chapter V of West Bengal Housing Industry Regulation Rules, 2018 in connection to the West Bengal Housing Industry Regulation Act, 2017 which is State Bank of India's Prime Lending Rate plus two percent per annum on the total amount paid by the Allottee till that date (excluding the Legal Charges, Taxes and Payment towards Extras such as Club, Maintenance, DG and etc.) to the Allottee(s) of the Flat effective from the scheduled date of possession, till the Deemed Date of Possession of the Flats (both days inclusive).

- B. The term 'Force Majeure' shall, inter-alia, mean and include 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 and such other reasons beyond the control of the Promoter.

16. GUARDING CHARGES

- A. In case the Allottee(s) fails or neglects to take possession of his/her/its Flat as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds stated elsewhere in this GTC, the Allottee(s) shall be liable to pay Guarding Charges @ ₹2,000/- per month per Flat, irrelevant of the size of Flat, from the Deemed Date of Possession till the date when the physical possession is taken by the Allottee(s).
- B. Each of the Allottee(s) shall also be required to pay the charges for maintenance and management of common-areas and facilities (refer clause 20) and applicable municipal rates & Taxes commencing from the Deemed Date of Possession in addition to the Guarding Charges, If any.

17. TRANSFER OF PROVISIONAL ALLOTMENT AND TRANSFER FEE

- A. At any time before registration of Deed of Conveyance in favour of the Allottee(s), an Allottee(s) may transfer his/her/its rights conferred under the Flat Sale Agreement in favour of any Indian Citizen or a Body Corporate, who is not otherwise ineligible by operation of any law of the land and also doesn't hold any other allotment in the Complex either in his/her/its name or in the name of any other family member, subject to the following conditions:
- i. The Allottee(s) has paid to the Promoter, a transfer fee amounting to 5% of the Total Price of Flat and Parking Space, if any, including the consideration for grant of the Parking Spaces, if any plus any applicable taxes. However, no transfer fees shall be payable in case of a transfer in favour of the spouse/child of the Allottee(s).

- ii. The Allottee(s) has paid all amounts due (including interest, if any) under the Allotment up to the date of transfer.
- B. Provided however, in case of the Transfer of Flat, after the Promoter has executed the deed of Conveyance of the Flat in favour of the Allottee(s), such transfer shall not be governed by this clause.

18. THE SOLARIS ACTIVITY CENTRE

- A. The Promoter proposes to set up a 'SOLARIS Activity Centre' (SAC) at the Solaris City Serampore spread over Phase 1 and Phase 2 of the Complex. The SAC shall form part of common-areas and facilities of the Complex (Phase 1 and Phase 2) and shall be handed over to the Flat Owners' Association. The Proposed SAC and Committed SAC shall jointly be referred to as the SAC as provided in Annexure 'C' of this GTC.
- B. The Applicants hereby understand and accept that the Promoter can make Solaris City Serampore Phase 2 as a separate project or not construct the Solaris City Serampore Phase 2 at all, in which case the Applicants/Allottees of flats in Solaris City Serampore Phase 1 shall not be entitled to use and enjoy the amenities and facilities of Solaris City Serampore Phase 2. They shall only be entitled to the facilities and amenities of the Committed SAC by the Promoter.
- C. The Committed Amenities and Facilities of Solaris City Serampore is morefully described in Part – 1 of Annexure 'C' which the Applicants shall be provided irrespective of the Solaris City Serampore Phase 2 being a part of the Complex or not.
(Committed SAC)
- D. The entire Amenities and Facilities planned by the Promoter if the Solaris City Serampore Phase 2 continues to be a part of the Complex are morefully described in Part – 2 of Schedule "...." herein. **(Proposed SAC)**
- E. The location, type, size, capacity and other attributes of the amenities and facilities provided in the Committed SAC and Proposed SAC are tentative and the Applicant hereby irrevocably authorizes the Promoter to change the location, type, size and

other attributes of the amenities and facilities provided in the Committed SAC and Proposed SAC as per its sole discretion.

- F. The SAC shall be managed by the Promoter either by itself or through its nominee, for a period of 2 (two) years from the 'Deemed Date of Possession'.
- G. All Flat Owners of the Complex would compulsorily become member of the SAC. A non-refundable One-time Membership Fee shall be paid by the Allottee(s) to the Promoter as provided in Annexure - A of this GTC.
- H. The One-time Membership Fee (non-refundable) shall be appropriated by the Promoter towards the consideration for providing the SAC and the allottees at no time shall be entitled to claim any refund of the One-time Membership Fee, on any grounds, whatsoever.
- I. Some of the facilities at the SAC shall be available to the members, subject to payment of the Annual Subscription, while other facilities shall be available on 'pay and use' basis over and above the Annual Subscription charges. Detailed terms and conditions of SAC membership, different charges and rules and regulations governing the usage of the SAC will be formulated in due course and circulated to all the members, which shall be binding on all the members.
- J. The membership shall entitle entry and usage of the SAC facilities to the member, his / her spouse and dependents as per the rules and by-laws of the SAC.
- K. In case the Flat is transferred by the Applicant /Allottee(s), the membership of the SAC shall automatically stand transferred to the transferee of the Allottee(s) and there upon, the Applicant /Allottee(s) shall cease to be member of the SAC. Membership of SAC under no circumstances shall be separately transferable.
- L. The Flats may be handed over to the Applicant /Allottee(s) without starting the operations of the SAC. The Applicant cannot deny the handover of Flat for this reason in any manner whatsoever.

19. DOCUMENTATION

- A. The Allottee(s) shall be required to execute a formal Flat Sale Agreement (FSA) in such form as prescribed by the Promoter within 15 days of being required in writing to do so by the Promoter. The FSA shall have to be registered with the registering Authority and the Allottee(s) shall be required to bear and pay the stamp duty and registration charges as may be payable under the law and Legal charges towards the same.
- B. Non-execution and registration of FSA by the Applicant/Allottee within the period prescribed by the Promoter can lead to cancelation of the Application/Allotment. In case of such cancellation, the Promoter shall refund the money paid to it by the Allottee by deducting the Booking Amount and the interest liabilities in terms of clause 8B (i) &(iii) herein and the Agreement shall thereupon stand terminated. Upon such cancellation, the Allottee(s) shall have no right, title, lien, claims or demands of any nature whatsoever in respect of the allotted Flat.
- C. It will be the Promoter's endeavor to execute and register the Deed of Conveyance of the Flats before handing over Possession of the Flat. The Deed of Conveyance and the FSA will be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as be approved by the Promoter and subsequently by the WBHIRA Authority. No request for any change whatsoever, in such documents shall be entertained.
- D. There may be certain clauses which may be changed or modified or there may be certain clauses which are omitted in this GTC and may be inserted in the FSA and the Conveyance Deed as per the guidelines of WBHIRA authority or otherwise. The Applicants shall not object to such changes in any manner whatsoever.
- E. A copy of the Draft FSA and the Conveyance Deed for this Complex as currently approved by the WBHIRA Authority shall be available on the website "edensolaris.com".
- F. The Promoter shall intimate the Allottee(s), in writing, to get their Deed of Conveyance registered within three months from the date of issue of Occupancy Certificate. If the Allottee(s) fails to have the Conveyance deed registered within 3(three) months (as

per sub-section 1 of Section 17 of WBHRA Act 2017) from the date notified to the Allottee(s), the Promoter shall have the right to cancel the Allotment. Upon such cancellation, the amounts received from the Allottee(s) will be refunded without any interest but after deduction of Booking Amount and interest liabilities thereon.

G. The Allottee(s) shall be required, on demand, to deposit with the Promoter or to pay to the Concerned Authorities as may be suggested by the Promoter, the amount of stamp duty & registration charges for registration of the deed of conveyance and FSA of their Flat.

H. Each Allottee(s) shall also be required to pay to the Promoter, documentation charges of Rs. 5,000/- for Flat Types A and S, Rs. 10,000/- for Flat Types C and B, Rs. 15,000/- for Flat Type D which is morefully provided in Annexure - A of this GTC.

20. COMMON AREAS & FACILITIES

A. On and after the Deemed Date of Possession, the Promoter shall, as it would deem fit, duly hand over the charge of the Common areas and facilities of the Complex to the Flat Owners' Association formed in accordance with the applicable Acts, Rules and Bye Laws, subject to as provided hereunder. The Promoter shall at its sole discretion may include Solaris City Serampore Phase 1 and Solaris City Serampore Phase 2 in one common Flat Owners' Association or form separate Flat Owners' Association for each phase separately.

B. On and after the execution and registration of the FSA, the Allottee(s) shall complete all required formalities of becoming a member of such Association and also to comply with the rules and Bye-laws for their membership of the said Association, as is advised by the Promoter. If the Promoter so decides, it would be incumbent on the Flat Owners' Association to be constituted, to take over the maintenance and management of common areas and facilities even before the intended date of making over possession of Flat(s). Allottee(s) in this regard, if required by the Promoter, shall execute a Power of Attorney (POA) in favour of the Promoter or their nominee/s as and when required by the Promoter, to represent them before the registrar of

association and further to take all appropriate steps as also to do all acts, deeds, matters and things in their names and on their behalf for the purpose of registration of the Flat Owners' Association.

- C. The Promoter shall itself or through its nominated agency maintain the common areas and facilities at the Complex for a maximum period of 2 (two) years starting from the Deemed Date of Possession. For and on account of 2 (two) years from the Deemed Date of Possession, the Allottee(s) shall be required to pay in advance to the Promoter, as per the payment schedule in Annexure A of this GTC, an amount towards advance maintenance charges. For avoidance of any doubt, the Advance Maintenance Charges is the cumulative sum of 24 (Twenty-Four) Monthly Maintenance Charges to be paid by the Applicant/Allottee.
- D. The Advance Maintenance Charges as provided in Annexure A of this GTC is based on the current rate of power tariff, the net-off available from the power supplier and the power generated through the Grid Tied Roof Top Solar Installation in the Complex, diesel rate and minimum wages. It is clarified that in case of any increase in rates of power tariff, the net-off available from the power supplier and the power generated through the Grid Tied Roof Top Solar Installation in the Complex, diesel rate & minimum wages, the Promoter shall be at liberty to revise the said monthly maintenance charges and the same shall be payable by the Allottee(s) to the Promoter without any demur or delay.
- E. The Promoter shall, on or before expiry of the aforesaid period of 2 (two) years from the Deemed Date of Possession, endeavor to hand over management and maintenance of common areas and facilities, Parking Spaces along with the SAC to the Flat Owners' Association to be formed by the Allottees as aforesaid, who shall thereafter be responsible for maintenance thereof.
- F. The Promoter will endeavor the formation of an Association within a period of 3 months of the majority of allottees having booked their flat in the each phase of the Complex respectively but even after the sincere endeavor and in the event of such Flat Owners' Association having not been constituted on or before expiry of the aforesaid

period of 2 (two) years from the deemed date of Possession, the responsibility of common area maintenance and the SAC shall be handed over by the Promoter to an interim body to be formed from amongst the resident Allottees of Flats or to a group of Allottees, who would take over the possession, control, management and maintenance of the common area, facilities and the SAC on behalf of themselves and also on behalf of all other Allottees within the Complex.

- G. In the event neither the Association nor the Interim body nor the Administrator could be appointed for taking over the common area maintenance and management of the Complex, the Promoter may on and from commencement of the 3rd 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 Promoter. In such an event, the Promoter shall raise the bills on the Allottee(s) for the 3rd 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 Promoter. The Allottees shall be required to pay the maintenance charges in advance, as per the bills to be raised by the Promoter, which must be paid within the due dates, failing which an interest @ 12% per annum on the amount due, shall be charged for the period of delay.
- H. The Allottee(s)/Owner, before letting-out/leasing out their Flat shall have to take an 'NOC' (on payment of applicable charges, as may be decided), from the Promoter/the Association/Maintenance Body (which shall then be maintaining the common areas and facilities). Further, the Allottee(s)/Owner, subject to provisions of the applicable law/rules, in order to entitle his lessee to enjoy the common facilities shall have to ensure regular payment of the monthly maintenance charges to the Promoter/the Association/Maintenance Body, either by himself/herself or through the lessee failing which the common services and facilities shall be discontinued/ disconnected till the dues are cleared.
- I. The Allottee(s)/Owner, before transferring their Flat, shall have to take an 'NOC' (on payment of applicable charges, as may be decided), from the Promoter/the

Association/Maintenance Body (which shall then be maintaining the common areas and facilities). Further, the Allottee(s)/Owner, subject to provisions of applicable law/rules shall ensure that the subsequent Allottee(s) becomes a member of the Association and also pays the required maintenance deposits and their contribution towards the Maintenance Corpus Fund to the Promoter/the Association/Maintenance Body.

21. MAINTENANCE & OTHER SECURITY DEPOSIT

- A. As per the payment schedule in Annexure A of this GTC, every Allottee(s) shall pay to the Promoter a security deposit applicable to their respective Flat and Parking Spaces. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee(s) on account of maintenance charges or electricity charges or any other charges/deposits relating to maintenance and/or electricity supply. The deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owners' Association or the maintenance body at the time of handing over to it the common areas and facilities of the Complex for maintenance and management of the same.
- B. Every Allottee(s) shall pay to the Promoter an amount as per the payment schedule in Annexure A of this GTC for their respective Flat Type, towards the cost of transformer, wiring and allied cost for obtaining electrical connection in the Complex. In addition, the Allottee(s) shall have to pay to CESC / Electricity Distribution Agency, an amount towards security deposit for their individual LT connection as per demand to be raised separately by CESC/ Electricity Distribution Agency.
- C. In case CESC/Electricity Distribution Agency decides not to provide individual meters to the Allottee(s) and make provision for a High-Tension supply, the Promoter shall provide sub-meters to the Allottee(s) upon payment by the Allottee (s) the proportionate amount of Security Deposit payable to CESC/any other electricity supply agency for such connection. The exact amount payable will be intimated to the Allottee(s) at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by CESC/any other

electricity supply agency from time to time and the Allottee(s)s shall, at all times be liable to proportionately pay such revision/replenishment to CESC/any other electricity supply agency, as per the norms of CESC/any other electricity supply agency. In such a case, the Allottee(s)s may be required to enter into a separate agreement with the Promoter for supply of electricity through separate sub meters.

22. TAXES

All prices, payments, rates and charges mentioned herein this GTC are inclusive of any applicable taxes, cess, duties, levies etc. presently and for future any such applicable taxes, cess, duties, levies etc. imposed by any appropriate authority(ies) and accordingly, the same shall be payable separately by the Applicant/Allottee(s)/Owner, as the case may be and the same shall be non-refundable in case of withdrawal / rejection/ cancellation of the allotment.

23. GENERAL

- A. It is understood that the Applicant has applied for Allotment with full knowledge of all relevant law/notifications and rules applicable to the Complex, and also having fully understood the meaning and purport thereof by the Applicant(s). It is also understood that the Applicant has fully satisfied himself/herself about the right, interest and/or the title of the Promoter in the Complex on which the Flats shall be constructed as per the plan sanctioned/to be sanctioned by the Serampore Municipality.
- B. It is understood that the Applicant has applied for Allotment of a Flat and Parking Space, if applicable, for residential purposes only.
- C. The Applicant hereby understands and accepts that this Application is for Booking/Allotment of Flat and Parking Spaces in Solaris City Serampore Phase 1 only. The Booking/Allotment of Flats and Parking Spaces of Solaris City Serampore Phase 2 shall be opened by the Promoter at its sole discretion. As provided in this GTC, in case the Promoter does decide to include any Flats and Parking Spaces from Solaris City Serampore Phase 2 as part of the Final Offered Flats, this application shall also be automatically eligible for allotment of such Flats and Parking Spaces.

- D. If the Promoter includes any Flats and Parking Spaces of Solaris City Serampore Phase 2 to form part of the Final Offered Flats then the relevant project details of Solaris City Serampore Phase 2 shall be made available on the website “edensolaris.com” prior to intimation of the E-Lottery.
- E. The Applicant confirms that they shall have no objection to the allotment of Flats and Parking Spaces, on any grounds whatsoever, on being successful in the E-Lottery provided that the Flat layouts of Solaris City Serampore Phase 2 shall be similar to the Flat layouts of Solaris City Serampore Phase 1.
- F. The Applicant/Allottee(s) 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 Application and to do all acts, deeds and things as the Promoter may require. In case of Joint Applicants/Allottees, any document signed/accepted/acknowledged by any one of the Applicants/Allottees shall be binding upon the other Applicant/Allottee.
- G. The expression ‘Allotment’ wherever used herein shall always mean ‘Provisional Allotment’ and shall remain so till such time a formal deed of conveyance is executed and registered in favour of the Allottee(s) for their respective Flat. However, the Provisional Allotment shall be subject to timely payment of the total price and all related dues to the Promoter as provided in this GTC herein.
- H. The ‘Carpet Area’ of the Flat shall mean the Carpet area of the Flat as defined in the West Bengal Housing Industry Regulation Act 2017.
- I. The ‘Built-up Area’ (BUA) of the Flat shall mean the Carpet area of the Flat plus the thickness of the outer walls of the Flat including the Planter bed area, hanging wardrobe area and exclusive verandah/open terrace.
- J. The ‘Standard Built-up Area’ (SBUA) also referred as ‘Chargeable Area’ shall mean the Built-up Area of the Flat plus proportionate share of the constructed/covered Common areas within the Complex including the covered portion of the Grid Tied Roof Top Solar panel installation rounded off to the nearest tens’ place, which shall primarily be used

by the Promoter / Association for calculation and levying of the maintenance charges on the Applicant/Allottee of the Complex.

- K. Flat shall mean the Carpet area of the Flat plus the thickness of the outer walls of the Flat including the Planter bed area, hanging wardrobe area and exclusive verandah/open terrace.
- L. WBHIRA shall mean 'The West Bengal Housing Industry Regulation Act, 2017' as passed by the West Bengal Legislature on the 17th October 2017 and as amended up-to-date.
- M. WBHIRA Authority shall mean the Authority as prescribed under WBHIRA established for regulation and promotion of the housing sector.
- N. The expression 'Complex' wherever used in these terms and conditions shall always means "Solaris City Serampore Phase 1 and Solaris City Serampore Phase 2".
- O. The Promoter shall not create any charge over the flat of the Allottee after the execution of agreement for sale however under the circumstances where the charge had been created before such agreement for sale by the Promoter over the Complex for obtaining loan for carrying out the said Development work or construction of the proposed residential building complex thereat and any other finance as required, the Flat will be freed from all encumbrances on or before the execution of the Deed of Conveyance.
- P. The layout, landscaping, pathways, connectors and building plans, solar panel installation, specifications of the building(s)/Complex, Common amenities and the Flat(s) as shown in the accompanied brochures, websites and other publicity materials are tentative and are subject to variation. However, the specifications are provided in Annexure 'D' of this GTC for reference. The Promoter may affect such variations, additions, alterations, deletions and/or modifications therein as it may deem appropriate and fit and/or as may be directed by any competent authority(ies).
- Q. Due to any operation of law or any statutory order or in other compelling circumstances if a portion of the scheme or any part thereof is discontinued or truncated then the Applicant/Allottee(s) affected by such discontinuation or

truncation will have no right of compensation from the Promoter. The Promoter will, however, refund all the money received from the Allottee(s) together with simple interest at the then prevailing rate of State Bank of India saving bank account.

- R. Roof shall mean the ultimate roof of the Towers at the Complex, which shall be for the common use of all the Allottees of the Complex. The Promoter has planned for certain elevated Solar Power Plant, which will provide shaded area and may be used for community activities. The non-elevated portions of the Said Solar Power Plant on the roof may render certain portions of the same inaccessible to the Allottees of the Complex. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the Complex at its sole discretion as it may deem fit.
- S. The Promoter shall not entertain any request for modification in the internal layouts, fittings, floorings etc. of the Flat and also on the exterior facades on any of the Towers in the Complex. No reimbursement or deduction in the value of the Flat shall be considered by the Promoter.
- T. No request for any discount on any account whatsoever shall be entertained by the Promoter.
- U. Complaints, if any, regarding fittings and fixtures etc. provided in the Flats shall be required to be brought to the notice of the Promoter within 15 days after taking over possession of the Flat. In case Allottee(s) fails to take physical possession within six months from the deemed date of possession, complaints of any nature shall not be entertained relating to fittings, fixtures etc. and in such event, the Allottee(s) shall have to take possession of the Flats on “as is where is” basis.
- V. Water Supply shall be made available from deep tube wells or other available source as may be permitted by the concerned authorities.
- W. After delivery of physical possession or the Deemed Date of Possession, whichever is earlier, of the Flat as stated herein, the Allottee(s) shall be liable to pay to the

Promoter/any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the Flat wholly and for the common areas proportionately.

- X. The Terms and Conditions contained here in this GTC shall be deemed to form part of the Application by the intending Allottee(s) and all Allotment shall be strictly subject to these Terms and Conditions and the subsequent FSA and Conveyance Deed. The contents of the accompanying brochures, leaflets and insets except the Application Form, are not legal documents and are for information only and all designs, measurements, specifications mentioned and stated therein are tentative. However, the specifications are provided in Annexure 'D' of this GTC for reference.
- Y. All applicable certificate(s)/permission(s)/Application(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/Application to operate etc., as may be required from time to time under the prevailing law(s), will vest collectively on the Allottee(s)/owners of the Flats after their taking over the maintenance and management of the Complex.
- Z. The Promoter shall always ensure that it has all the required approvals and clearances from the relevant authority(ies) before the allotment of any flats in the respective phases of the Complex.
- AA. The Promoter, at its discretion may provide connectivity of various telecom/other similar telecom and IT facilities to the Complex and/or otherwise, may enter into agreement/contract (on such terms and conditions and for such period as the Promoter shall decide without making any reference to the Allottees) 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/demarcated within the Complex by the Promoter and be declared to be common portions by the Promoter. These contracts/agreements, if any, entered into by the Promoter shall be required to be

honored and/or continued with for the balance period of validity of these contracts /agreements collectively by the Allottees, who shall take over the maintenance and management of the Complex. Thereafter, it may be renewed on terms and conditions as may be decided by the Flat Owners' Association.

BB. All correspondence with Applicant/ Allottee(s) shall be sent to the address for correspondence and/or the e-mail ID initially provided in the Application Form, unless intimated in writing or through email from the registered email ID of the Applicant/Allottee(s) to the Promoter at its Registered Office or official email acknowledgement obtained for such change. Any email correspondence shall be accepted from the registered e-mail ID only. In case of any Joint Applicant/Allottee, all communication shall be sent by the Promoter to the First Applicant/Allottee, which shall for all purposes be considered as having been served on both the Applicant/Allottee(s).

CC. The Applicant/Allottee(s) must quote their respective Application Number as printed in the Application Form and upon allotment their Flat Number as indicated in the Provisional Allotment Letter, in all future correspondences including any other reference number as required by the Promoter.

DD. The GTC, the Application Form and the Provisional Allotment Letter shall be binding on the Allottee(s) and shall be treated as one document for all practical purpose.

EE. Any Flat Sale Agreement / Deed of Conveyance executed or registered shall supersede this GTC, Application Form and Provisional Allotment Letter and the terms and conditions executed in such subsequent document shall prevail.

FF. Allotment of Flat and Parking Spaces in favour of Allottee(s) shall be strictly subject to this General Terms and Conditions as well as the FSA. The draft of FSA is available on the website "edensolaris.com" and it shall be deemed that Applicant has made his application after understanding and accepting the terms and conditions of the FSA also.

GG. The term used or appearing in the GTC are singular. However, it shall also be construed to be applicable for plural number wherever the context requires.

HH. Any Allottee(s) desirous of availing of the benefits under Credit Linked Subsidy Scheme (CLSS) of the Pradhan Mantri Awas Yojana (PMAY) may approach the approved banks / financial institutions for the same while applying for Home Loan. Eligibility and disbursement of such subsidy is solely at the discretion of the Nodal Agency appointed by Government of India for the same. Since the Promoter has no role in the process, it has no liability including the sanction and disbursement of such benefit.

II. The Promoter has registered the Solaris City Serampore Phase 1 under the provisions of “The West Bengal Housing Industry Regulation Act 2017” and shall also register the Solaris City Serampore Phase 2 and comply with the provisions of the Act.

24. BREACH

In the event, the Applicant / Allottee(s) commits any breach or fails to observe or comply with any term, covenant or obligation contained in these General Terms and Conditions, and further fails to cure or remedy such breach or default within 30 (thirty) days of the receipt of written notice from the Promoter, then, the Promoter shall have the right to cancel the Allotment. In case of such cancellation, installments, Security Deposits and any other amount received by the Promoter, shall be returned to the Allottee(s) after deduction of Booking Amount which shall be inclusive of the Application Money and related interest on delayed payments mentioned in this GTC.

25. JURISDICTION AND ARBITRATION

A. The issuance of Provisional Allotment letter in favour of the Applicant / Allottee(s) is subject to these terms and conditions and shall be binding on Promoter as well as the Applicant / Allottee(s), and the legal relationship between the Applicant / Allottee(s) and the Promoter shall be governed by the laws of India.

B. All disputes or differences relating to or arising out of or in connection with the Provisional Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties.

C. However, disputes which cannot be settled amicably shall be finally decided and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto and the venue of the Arbitration proceeding shall be at Kolkata only. The proceedings of the arbitration shall be conducted in English and under the applicable laws.

D. All disputes/issues arising out of this transaction shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

I/WE HAVE READ AND UNDERSTOOD THE ABOVE-MENTIONED TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM. I/WE AGREE THAT THE PROVISIONAL ALLOTMENT OF THE FLAT ALLOTTED SHALL ALWAYS BE SUBJECT TO THESE TERMS AND CONDITIONS.

Signature of the Applicant (Please sign within the space provided.)	
Place and Date	

ANNEXURE 'A'

PRICE & PAYMENT SCHEDULE

Total Price List

Flat Type				
Payment Plan	Down Payment Plan		Instalment Payment Plan	
Flat Category	Standard	Prime	Standard	Prime
Flat Price				
Advance Maintenance Charge				

Security Deposit				
Transformer/Cabling Allied Expenditure				
DG Charges				
Solaris Activity Centre Charges				
Documentation Charges				
GST on Flat Price @ 8%				
GST on Other Charges @ 18%				
Total Price (Flat)				

	Open Car Parking	Covered Car Parking	Open Two Wheeler Parking	Covered Two Wheeler Parking
Parking Price				
GST @ 8%				
Total Price (Parking)				

Total Price= Total Price (Flat) + Total Price (Parking)

Note: A registration charge of Rs. _____ and applicable GST shall be paid by the Allottee/ Applicant on each instance of registration

Application Money

Application Money	
Flat Type	Application Money
S (Studio)	
A (1B1T)	
B (2B1T)	
C (2B2T)	
D (3B2T)	

Payment Schedule

Down Payment Plan	
Timeline	Payment
At the time of Application (Application amount)	Applicable Application Money
At the time of Allotment (Booking Amount)	10% of Total Price minus Paid Application Money
On registering the Flat Selling Agreement	Balance of the Total Price Remaining

Instalment Payment Plan	
Timeline	Payment
At the time of Application (Application money)	Applicable Application Money
At the time of Allotment (Booking money)	10% of Total Price minus Paid Application Money
On registering the Flat Sale Agreement	10% of Total Price
On Commencement of Piling of the Tower	10% of Total Price
On Completion of Ground Floor Slab Casting of the Zone	10% of Total Price
On Completion of 2nd Floor Slab Casting of the Zone	10% of Total Price
On Completion of 5nd Floor Slab Casting of the Zone	10% of Total Price
On Completion of 8nd Floor Slab Casting of the Zone	10% of Total Price
On Completion of 10nd Floor Slab Casting of the Zone	10% of Total Price
On Completion of Roof Slab Casting of the Zone	10% of Total Price
On Completion of Flooring of the Flat	5% of Total Price
On Fit out Possession Notice of the Flat	Balance of the Total Price Remaining

ANNEXURE 'B'

AFFIDAVIT FORMAT FOR INDIVIDUAL APPLICANT

(To be executed on ₹10/- stamp paper and duly notarized. To be submitted at the time of issuance of Provisional Allotment)

I _____ Mr./Ms. _____ / _____ Dr.

Son/daughter _____ / _____ Wife _____ of _____

By faith _____ by occupation _____ aged about _____
_____ years permanently residing at _____

_____ do hereby solemnly affirm and state as follows:

1. That I am a citizen and resident of India and I am not ineligible to apply for a flat by any operation of law.
2. That I have applied for **one C/ D Type flat** along with **one Covered or Mechanical Car Parking / Open Car Parking and one Two-Wheeler Parking space** *(strike off whichever is not applicable)* in Solaris City Serampore Phase 1/ Solaris City Serampore Phase 2 vide Application Number _____.
3. That I have read and fully understood the terms and conditions in the GTC including the price and payment schedule therein.
4. That I shall abide by the GTC and also any other terms and conditions which may be prescribed by the Promoter in future.
5. That if allotted, I shall use and occupy the flat for residential purpose only.
6. That I shall sign and execute the necessary documents with respect to allotment of flat and parking space (if any)
7. That I shall become the member of Flat Owners' Association or any such body of owners to be formed in accordance with the applicable Acts, Rules and Bye-Laws for maintenance and management of common areas and facilities of the Complex and as and when required I shall sign and execute any/ all documents/POA in connection with formation of such Flat Owners' Association or the body of owners formed under the applicable Acts, Rules and Bye-Laws and the initial rules/byelaws of such association/body shall be approved by the Promoter.
8. That the Deed of Conveyance in respect of allotted flat shall be in such form and shall contain such particulars as approved by the Promoter and their solicitors.
9. That in case of being unsuccessful in the E-Lottery/ non-allotment of flat for any reason whatsoever as stated in the GTC, I shall have no claim against the Promoter of any nature whatsoever.
10. That relying on my statements above, the Promoter may permit me to participate in E-Lottery.

11. That all statements made above are true and correct to the best my knowledge and belief.
12. That in case any of the above statements details are found to be incorrect/false/misleading at any stage even after allotment, the Promoter at its sole discretion shall have the right to cancel the application/allotment and take necessary steps as mentioned in the GTC.

Identified by me

Advocate

DEPONENT

(for and on behalf of Joint

Applicant also)

Before me

ANNEXURE 'C'

Solaris Activity Centre(SAC)

Part - 1

Committed SAC: *TO BE INSERTED*

Part - 2

Proposed SAC: *TO BE INSERTED*

ANNEXURE 'D'

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, Low VOC waterproof cement-based paint.
- Flooring: Vitrified / Ceramic tiles in Bedrooms, Living/Dining, Anti-skid ceramic tiles in Bathroom/Open Terrace/Planter.
- Interiors: Skin Coat-Engineered plaster inside flats or P.O.P/Putty punning over cement plaster inside flats;
- Kitchen: Anti-skid ceramic tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.
- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors: Main door: Wooden door frames, Solid core flush shutters with mortice lock and magic eye, Outside finish: Polished teak veneer, Inside: Paint finish/Polished teak veneer. Bedroom: Painted wooden door frames, Solid core flush shutters with paint finish. Bathroom: PVC door frame & shutter. Anodised aluminium sliding door for Planter Beds & Open Terrace
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal concealed plumbing.
- Power Back-up: Emergency power backup for Common Area Lighting and Four lifts. Emergency power backup in each flat for Lights and Fan.
- Choice of component is at the sole discretion of the Transferor in case there are multiple options.
- Common & Lobby Area:-
- Flooring:- Vitrified Tiles in lobbies on all floors. VDF Flooring/ Paver Block in Covered Car park. Grass track Paver/ Paver Block/ Bituminous Surface in Open Car park.
- Interiors:- Skin Coat-Engineered plaster/ OBD painting over P.O.P/ Putty punning on cement plaster.
- Stairs: Indian Patent Stone Flooring / Epoxy coating; MS/Brick railing with MS pipe hand rail.
- Lift Facia: Vitrified Tiles with Granite / marble in ground floor lobby.
- Roof: Properly waterproofed.