

AGREEMENT FOR SALE

This 'AGREEMENT FOR SALE' ("Agreement") is executed on this _____ day of _____ 2025, (Two Thousand and Twenty- Five) A. D.

EDEN ELEMENTS LLP

Designated Partner / Authorized Signatory

BY AND BETWEEN

M/S. MADHUR ENCLAVE PRIVATE LIMITED, (Holding PAN : AAECM1851C), a Private Limited Company, within the meaning of the Companies Act , 1956 as extended by the Companies Act 2013, having its registered office at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, represented by its Authorized Signatory, **MR. ANUP GUPTA**, son of Late Sital Prasad Gupta, holding PAN. **AHMPG3857C** working for gain at 17/1, Lansdowne Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700026, hereinafter, called and referred to as the "**OWNER/ VENDOR**" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns etc.) of the **FIRST PART**.

AND

M/S. EDEN ELEMENTS LLP, (LLPIN : AAE-7148), Holding PAN : AAFFE4297G, a Limited Liability Partnership, incorporated under the provisions of the "Limited Liability Partnership Act, 2008", having its Registered Office at 17/1, Lansdowne Terrace, P. S - Lake, Kolkata - 700026 and represented by its authorised signatory **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding PAN: AFEPA7678D, Aadhaar No. 825244378016, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, referred to as the '**PROMOTER/DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**

AND

(1) **MR.** _____, son of Mr. _____, aged about - ____ years, holding PAN : _____, Aadhaar No. _____ by Nationality - Indian, by Faith - _____, by Occupation - _____ AND (2) (1) **MRS.** _____, wife of Mr. _____, aged about - ____ years, holding PAN : _____, Aadhaar No. _____ by Nationality - Indian, by Faith - _____, by Occupation - _____, both presently residing at - _____, P. O. - _____, P.S. - _____, hereinafter, jointly, called and referred to as the '**ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART**."

The Developer, Owners and Allottee (s) shall hereinafter collectively be referred to as the "**Parties**"

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and individually as a "Party".

RECITALS

WHEREAS one Kinu Ram Khan was seized and possessed of **ALL THAT** land measuring about 32 decimal i.e. 19 Kathas 05 Chittaks 34 Sq. ft by way of record in Revisional Settlement in respect of **SAID LAND** lying and situated in Mouza- Garfa, Pargana- Khaspur, Police Station- Kasba, J.L. no. - 19, Touzi no.- 10, 12 & 13, R.S. No.- 2, being part of R.S. Dag no.- 2134, under R.S. Khatian No.- 200, commonly known as 188, Kalikapur Road, Kolkata- 700 099, under K.M.C. Ward no. 106, Borough- XII, within the limit of District- 24 Pargana (South).

WHEREAS the said Kinu Ram Khan died intestate leaving behind his three sons, namely, (1) Shri Shanta Kumar Khan (2) Shri Mohanlal Khan (3) Shri Jahar lal Khan and seven daughters, namely, (1) Smt. Taty Bala Das (2) Smt. Ganga Bala Patra (3) Smt. Gauri Barui (4) Smt. Nirmala Khoso (5) Smt. Bela Rani Patra (6) Smt. Sushila Peto (7) Smt. Niyati Mondal, as his sole heirs and successors who were jointly inherited the said 32 decimal i.e., 19 Kathas 05 Chittaks 34 Sq. ft of the '**SAID LAND**' in equal shares and became jointly seized and possessed of the said land lying in Mouza- Garfa, Pargana – Khaspur, Police Station- Kasba, J.L. no- 19, Touzi no.- 10, 12 & 13, R.S. no.- 2, being part of R.S. Dag no.- 2134, under R.S. Khatian no.- 200, within the limit of District- 24 Parganas (South).

WHEREAS one of the daughter of said Kinu Ram Khan, Smt. Sushila Peto died intestate leaving behind her five sons, namely, Mr. Samar Kumar Peto, Mr. Biswanath Peto, Mr. Bajendra Nath Peto, Mr. Amar Peto and Mr. Sudhir Chandra Peto, as her sole heirs and successors who were also jointly inherited their respective equal shares in respect of the said land.

AND WHEREAS the said Mr. Sudhir Chandra Peto, died intestate leaving behind his two daughters namely, Kumari Shyamali Peto and Kumari Sonali Peto as his sole heirs and successors who were also jointly inherited their respective equal shares in respect of the said land.

AND FURTHER WHEREAS one of the daughter of said Kinu Ram Khan, Smt. Niyati Mondal, died intestate leaving behind his one son namely, Mr. Anath Nath Mondal and five daughters namely, Mrs. Dipali Sapui, Mrs. Rupali Panja, Mrs. Gayatri Ghruj, Mrs. Purnima Patra and Mrs. Nilima Banerjee, as her sole heirs and successors who were also jointly inherited their respective equal shares in respect of the said land.

AND WHEREAS the said Anath Nath Mondal son of Smt. Niyati Mondal also died intestate leaving behind one son, namely, Mr. Devdas Mondal and one daughter, namely, Kumari Anima Mondal as his sole heirs and successors who were also jointly inherited their respective equal shares in respect of the said land.

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AND FURTHER WHEREAS said (1) SMT TATYA BALA DAS, wife of Late Gobinda Chandra Das, (2) SMT. GANGA BALA PATRA, wife of Shri Sukumar Patra, (3) SMT. GOURI BARUI, wife of Shri Becharam Barui, (4) SMT NIRMALA KHOSO, wife of Shri Sunil Khoso, (5) SMT BELA RANI PATRA, wife of Shri Dinobandhu Patra, (6) SHRI SAMAR KUMAR PETO, (7) SHRI BISWANATH PETO, (8) SHRI BAJENDRA NATH PETO, (9) SHRI AMAR PETO, (10) KUMARI SHYAMALI PETO, (11) KUMARI SONALI PETO, S.L. no- 6 to 11 all sons and daughter of Late Sudhir Chandra Peto, (12) SMT. DIPALI SAPUI, wife of Shri Purna Chandra Sapui, (13) SMT. RUPALI PANJA, wife of Shri Bimal Chandra Panja, (14) SMT, GAYATRI GHORUI, wife of Shri Madan Ghorui, (15) SMT. PURNIMA PATRA, wife of Shri Bipul Patra, (16) SMT. NILIMA BANERJEE, wife of Shri Tapan Banerjee, (17) KUMARI ANIMA MONDAL, (18) SHRI DEVDAS MONDAL both son and daughter of Shri Anath Nath Mondal and three sons of said Kinu Ram Khan since deceased, namely, (19) SHANTA KUMAR KHAN, (20) MOHAN LAL KHAN, (21) JAHAR LAL KHAN were seized and possessed of ALL THAT PIECE AND PARCEL OF LAND measuring more or less 32 decimal i. e, 19 Kathas 05 Chittaks 34 Sq. ft by way of inheritance which is lying and situated in Moura Garfa, Pargana - Khaspur, Police Station- Kasba, J.L. no- 19, Touzi no. 10, 12 & 13, R.S. no.- 2, being part of R.S. Dag no.- 2134, under R.S. Khatian no. 200, within the limit of District-24 Pargana (South), West Bengal.

AND WHEREAS said Owner No. -1 to 5, thereon executed a 'General Power of Attorney' for transfer their share in respect of Said Property in the name of (1) SHANTA KUMAR KHAN (2) MOHAN LAL KHAN (3) JAHAR LAL KHAN on 15/03/2003 which was registered in the office of Additional Registrar of Assurance-III, Calcutta and duly recorded in Book no- IV, Volume no- 20, written in Pages - 63 to 68, being Deed No. - 994, and for the Year 2003.

AND WHEREAS said Owner no. 6 to 13, thereon executed a 'General Power of Attorney' for transfer their share in respect of Said Property in the name of (1) SHANTA KUMAR KHAN (2) MOHAN LAL KHAN (3) JAHAR LAL KHAN on 22/05/1998 which was registered in the office of Additional Registrar of Assurance - III, Calcutta and duly recorded in Book no- IV, Deed no. 181, and for the Year 1998.

AND WHEREAS Owner No. 14 to 18, thereon executed a 'General Power of Attorney for transfer their share in respect of Said Property in the name of (1) SHANTA KUMAR KHAN (2) MOHAN LAL KHAN (3) JAHAR LAL KHAN on 15/03/2003 which was registered in the office of Additional Registrar of Assurance - III, Calcutta and duly recorded in Book no- IV, Volume no- 20, written in Pages - 69 to 74, being Deed No. - 995, and for the Year 2003.

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AND FURTHER WHEREAS said (1) SMT TATYA BALA DAS, (2) SMT GANGA BALA PATRA, (3) SMT GOURI BARUI, (4) SMT NIRMALA KHOSO, (5) SMT BELA RANI PATRA, (6) SHRI SAMAR KUMAR PETO, (7) SHRI BISWANATH PETO, (8) SHRI BAJENDRA NATH PETO, (9) SHRI AMAR PETO, (10) KUMARI SHYAMALI PETO, (11) KUMARI SONALI PETO, (12) SMT DIPALI SAPUI, (13) SMT RUPALI PANJA, (14) SMT GAYATRI GHORUI, (15) SMT PURNIMA PATRA, (16) SMT NILIMA BANERJEE, (17) KUMARI ANIMA MONDAL, (18) SHRI DEVDAS MONDAL, (19) SHANTA KUMAR KHAN, (20) MOHAN LAL KHAN, (21) JAHAR LAL KHAN, while enjoying their right, title, interest and possession in respect of said area of 32 decimal i.e. 19 Kathas 05 Chittaks 34 Sq. ft sold and transferred the portion of land measuring more or less 19 Kathas through their **LAWFUL CONSTITUTED ATTORNEYS** (1) MR. SHANTA KUMAR KHAN (2) MR. MOHAN LAL KHAN & (3) MR. JAHAR LAL KHAN, who were also the co-sharers and vendors of the said three different "Deed of Conveyances" (Bengali Kobala) on 20/06/2003 to the purchasers therein, namely, (1) **SHRI PRADEEP KANTI LALA**, son of Late Sudhansu Bimal Lala (2) **SHRI SHYAMAL KUMAR MAZUMDER**, son of Mahindra Kumar Mazumder (3) **SHRI SUSHANTA KUMAR SINHA**, son of Late Pulin Bihari Sinha (4) **SHRI DIPAK PAUL**, son of Late Rash Mohan Paul and the said Deed of Conveyance was registered in the office of D.S.R-III. at Alipore and out of it one deed was duly recorded in Book No-1, Volume no- 17, Pages in written 1717 to 1743, Being no- 5352 where the transferred the demarcated land was 06 Kathas 15 Chittaks 02 Sq.ft., Other one was recorded in Book No- 1 Volume no- 17, Pages in written 1744 to 1763, Being no- 5353 where transferred the demarcated land was 05 Kathas 08 Chittaks 42 Sq.ft and third one was also recorded in Book No-1, Volume no- 17, Pages in written 1764 to 1784, Being no- 5354 where transferred the demarcated land was 06 Kathas 08 Chittaks 01 Sq.ft respectively.

AND WHEREAS in another adjacent plot of land where one SHRI BENOY PATWARI son of Late Hari Sadhan Patwari was seized and possessed of ALL THAT PIECE AND PARCEL OF LAND measuring more or less 34 decimal i.e. 20 Kathas 09 Chittaks 05 Sq.ft, by way of inheritance lying and situated in Mouza- Garfa, Pargana - Khaspur, Police Station- Kasba, J. L. No 19, Touzi no.- 10,12 & 13, R.S. No.- 2, being part of R.S. Dag No. 2133, under R. S. Khatian no.- 716, commonly known as 567, Purbachal Main Road, Kolkata- 700 099, under K.M.C. Ward no. 106, Borough- XII, within the limit of 24 Pargana (South).

AND WHEREAS said SHRI BENOY KUMAR PATWARI while enjoying his right, title, interest and possession in respect of the said area of 34 Decimal i. e, 20 Kathas 09 Chittaks 05 Sq.ft of land, gifted and transferred the said land, to his son SHRI ASHOK KUMAR PATWARI by way of a Gift Deed (Bengali "Dan Patra") and the said Donee Shri Ashok Kumar Patwari acknowledged and accepted the said gift thereon and which was registered in the office of S. R. Alipore on 17/07/1981

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and duly recorded in Book No- 1, Volume no- 105, Pages in written -232 to 234, Being no- 3704, for the Year 1981.

AND WHEREAS the said SHRI ASHOK KUMAR PATWARI while enjoying the right, title, interest and possession in respect of an area of 34 decimal i. e, 20 Kathas 09 Chattaks 05 Sq.ft of land, sold and transferred a portion of the said land containing an area of 02 Kathas 12 Chittaks to one SHRI PURANJAY MUKHERJEE, son of Late Girijanath Mukherjee by way of a "Deed of Conveyance" (Bengali "KORALA") which was registered in the office of D.S.R - III at Alipore on 14/03/1986 and duly recorded in Book No-1, Volume no 102, Pages in written 66 to 73, Being no 4472, and for the Year 1986.

AND WHEREAS the said SHRI PURANJAY MUKHERJEE, while enjoying the right, title, interest and possession in respect of an area of 02 Katha 12 Chittaks of land, sold conveyed and transferred the said land to the present one (1) SHRI PRADEEP KANTI LALA, son of Late Sudhanshu Bimal Lala, (2) SHRI SHYAMAL KUMAR MAZUMDER, son of Late Manindra Kumar Mazumder, (3) SHRI SUSHANTA KUMAR SINHA, son of Late Pulin Behari Binha and (4) SHRI DIPAK PAUL, son of Late Rash Mohan Paul by way of a Deed of Conveyance (Bengali "KOBALA") which was registered in the office of D.S.R-III at Alipore on 24/05/2004 and duly recorded in Book No- 1, Volume no- 10, Pages in written- 4309 to 4333, Being no- 05075, for the Year 2004.

AND WHEREAS thus (1) SHRI PRADEEP KANTI LALA, son of Late Sudhanshu Bimal Lala, (2) SHRI SHYAMAL KUMAR MAZUMDER, son of Late Manindra Kumar Mazumder, (3) SHRI SUSHANTA KUMAR SINHA, son of Late Pulin Behari Binha and (4) SHRI DIPAK PAUL, son of Late Rash Mohan Paul have been, jointly, enjoying their right, title, interest and possession, in respect of the schedule property by way of purchase in different deeds and they have mutated their names before the K.M.C. authority under Assessee no- 31-106-07-0188-3 & 31-106-16-0567-1 in respect of Premises no. 188, Kalikapur Road, & 567, Purbachal Main Road, Kolkata-700 099, and they have been paying their taxes regularly before the concern authority.

AND WHEREAS thus (1) SHRI PRADEEP KANTI LALA, (2) SHRI SHYAMAL KUMAR MAZUMDER, (3) SHRI SUSHANTA KUMAR SINHA and (4) SHRI DIPAK PAUL, being the co-owners of and/or well and sufficiently entitled to the said land containing a demarcated area of 21 Kathas 12 Chittaks (19 Kathas +02 Kathas 12 Chittaks) lying and comprised in Mouza Garfa, R.S. Dag no-2133 & 2134, under R.B. Khatian no- 716 & 200 respectively and the present they have been

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enjoying, possessing and holding the same as demarcated share with all absolute rights of ownership and transfer.

AND WHEREAS the said Co-owners while enjoying their right, title, interest and possession in respect of the entire land sold, conveyed and transferred a demarcated portion of land measuring more or less (1) 02 Kathas 11 Chittaks 00 Sq.ft under Dag No -2134, under Khatian No- 200 and measuring more or less (2) 02 Kathas 12 Chittaks under Dag No. - 2133, under Khatian no-716 respectively aggregating to the total land being **05 Kathas 07 Chittaks, Sali Land** more fully mentioned in the schedule below, free from all encumbrances, charges, mortgages, disputes, lispendences, acquisitions, requisitions, alignments, unto and in favour of **M/S. MADHUR ENCLAVE PRIVATE LIMITED**, the 'Vendor/ Owner' herein at a valuable consideration in pursuance to sale by virtue of registered 'Deed of Conveyance' dated 19-September-2007, registered in the office of A. R. A - I, Kolkata, recorded in Book No.-I, Volume No.- I, written in Pages from 1 to 18, being Deed Number - 14057 and for the year 2007.

AND WHEREAS the aforesaid present owner herein **M/S. MADHUR ENCLAVE PRIVATE LIMITED**, also converted the nature of land from "Shali" to "Bastu", from the office of the Block Land & Land Reforms Officer, Additional Thakurpukur, Metiabruze, Kasba vide Memo No. 17/2243/Con Certificate/BLLRO/ATM/Kasba/ 2009 dated 19.04.2012.

AND FURTHER WHEREAS hence, by virtue of the aforesaid purchase, the vendor / owner herein became the owner of in respect of land measuring more or less **05 (Five) Kattahs 07 (Seven) Chittaks** situated within **Mouza - Garfa**, Pargana - Khaspur, appertaining to **R. S. Dag No. - 2133 & 2134** under R.S. Khatian no. -716 & 200, R. S. No. - 2, J. L. No.-19, Touzi No.-10, 12 & 13, **Police Station - Anandapur** (formerly Kasba), District- 24 Parganas (South), **under Kolkata Municipal Corporation Ward No. - 106**, Borough - XII, West Bengal and the said Plot of land was mutated before the authority of Kolkata Municipal Corporation under Assessee No. 311060712662 under **Municipal Premises No. 188, Kalikapur Road, Kolkata -700 099**.

AND WHEREAS thus as mentioned in recital hereinabove, M/s. Madhur Enclave Private Limited, the owners herein became the absolute owner in respect of ALL THAT Piece and Parcel of Land measuring more or less **05 (Five) Kattahs 07 (Seven) Chittaks** situated within **Mouza - Garfa**, Pargana - Khaspur, appertaining to **R. S. Dag No. - 2133 & 2134** under R.S. Khatian no. -716 & 200, R. S. No. - 2, J. L. No.-19, Touzi No.-10, 12 & 13, being **Municipal Premises No. 188, Kalikapur Road, Kolkata -700 099**, **Police Station - Anandapur** (formerly Kasba), District- 24 Parganas (South), **under Kolkata Municipal Corporation Ward No. - 106**, Borough - XII, West Bengal, morefully described in the First Schedule hereunder.

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AND WHEREAS the Vendor has executed a K. M. C. Boundary Declaration in respect of the said land on 11.11.2024 and the said Boundary Declaration was registered at the office of D.S.R. – IV, registered in Book No. I, Volume No. 1604 - 2024, written in Page No. 330728 to 330739, being Deed No. 11632 for the year 2024.

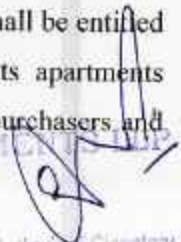
AND WHEREAS in consideration of what is hereinafter appearing the Owners have agreed to grant the exclusive right of Development in respect of the scheduled land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs, charges and expenses in connection therewith including the cost of preparation and sanction of the plan (hereinafter referred to as the **CONSTRUCTION COST**).

AND WHEREAS at the request of the said owner, the Developer herein has agreed to develop the said property, belonging to the Owners herein, and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the Developer has also agreed to develop the said property, and to commercially exploit the same for the consideration and to cause new building/s and/or a decent Housing Premises to be constructed on the said Land comprising of the Land belonging to the Owner herein (hereinafter referred to as the **HOUSING PROJECT**) and thereafter to sell and transfer the various flats, units, apartments constructed spaces and car parking spaces forming part of the said Housing Project and to divide and distribute the gross sale proceeds accruing therefrom between the Owner and Developer in the proportion as hereinafter appearing

AND WHEREAS the Owner have decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Owners amongst themselves decided that the Developer/Promoter will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated 14.02.2025 registered at the Office of the A. R. A. - IV, Kolkata, recorded in Book No. – I, Volume No. – 1904-2025, written in Page No. – 92378 to 92410, being Deed No. – 01848 for the year 2025 made between M/s. Madhur Enclave Private Limited, therein referred to as the 'Owner' of the First Party/Owner and M/s. Eden Elements LLP, the Developer herein therein referred to as the Developer of the Other Part and Owner granted the exclusive right of development in respect of the said Property unto and in favour of the Developer/Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said JDA).

By and under the said JDA it has been agreed between the Owners that the Promoter shall be entitled to enter into agreements for sale and sell, convey and transfer various flats units apartments constructed spaces and car parking spaces unto and in favour of intending allottees/ purchasers and

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to receive realize and collect the amount of consideration and other amounts in its own name and that the sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Owners in the manner as provided for, in the said JDA.

AND WHEREAS Owner have executed a Registered '**POWER OF ATTORNEY**' dated 14.02.2025, duly registered at the Office of A. R. A. - IV, Kolkata, recorded in Book No. - I, Volume No. - 1904-2025, written in Page No. - 92716 to 92734, being Deed No. - 01891 for the year 2025 and '**POWER OF ATTORNEY**' dated 22.04.2024, duly registered at the Office of A. R. A. - I, Kolkata, recorded in Book No. - I, Volume No. - 1904-2024, being Deed No. - 01891 for the year 2025 unto and in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Development Agreements.

AND WHEREAS in pursuance of the said JDA and in furtherance thereof the Developer/Promoter caused a map or plan to be sanctioned by the Kolkata Municipal Corporation bearing **Building Plan no. 2024120428 dated 11.02.2025** (hereinafter referred to as the said **PLAN**) and the Developer has commenced the work of construction of new building and/or buildings at the said Premises to comprise of various self-contained flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the '**HOUSING PROJECT**') to be ultimately held by owned by various intending allottees /purchasers on ownership basis

AND WHEREAS the Promoter caused the said housing project to be registered in accordance with the provisions of 'The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said ACT) under Registration No. **WBRERA/P/**_____.

AND WHEREAS the Developer shall undertake the construction of the building on the plot of land owned by the said Owner particulars of which are described in SCHEDULE hereunder written and hereinafter called the said land and has obtained a Building Plan duly sanctioned from Kolkata Municipal Corporation, in the name of the Owner and Developer herein vide **Building Plan no. 2024120428 dated 11.02.2025**.

AND WHEREAS the Developer shall at its cost and expenses shall construct the proposed building on the schedule property in accordance with the building plan to be sanctioned by the concerned authority and confirm to such specification as may be recommended by the recognized licensed holder Architect from time to time appointed for the purposes and it is hereby clearly understood that the decision of the Architect regarding the quality of materials shall be final and binding on the parties hereto.

The Allottee had applied for allotment of Apartment in the Project and the Developer has agreed to allot to the Allottee ALL THAT the **UNIT/APARTMENT/ FLAT NO.** '_____' on the _____ **FLOOR** of the building premises, containing by estimation a **Carpet Area** of _____ **Square**

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Feet (more or less) (hereunder referred to as the said UNIT situation where of is shown and delineate in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land underneath the said Building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SCHEDULE -'B' hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing.

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

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

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the Allottee agrees to acquire the said Unit/Apartment and the said parking space for the consideration and subject to the terms and conditions hereinafter appearing.

The Land is earmarked for the purpose of developing a residential real estate project comprising of 1 (one) Block having 266 Nos. Residential Flats ("Building") and the said project shall be known as **"EDEN LOTUS"** ("Project");

The Allottee had applied for a Unit in the Project and has been allotted the Flat/ Unit No. '_____', on the - _____ Floor, having Carpet Area of _____ Square Feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", having area of _____ Square Feet.

In the Building Premises, hereinafter referred to as the "Apartment", particularly described in the Schedule - 'B' hereunder;

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottees, the Developer has given inspection to the Allottees of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as

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are specified under the Act.

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;

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;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottees hereby agrees to purchase the Apartment on ownership basis and the garage/covered parking (if applicable) as specified in Recital .

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

A. DEFINITIONS AND INTERPRETATIONS

Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

- i. "ACT" means the Real Estate (Regulation and Development) Act, 2016, as amended and/or substituted;
- ii. "APARTMENT" shall have the meaning ascribed to it in Recital;
- iii. "APARTMENT ACQUIRERS" shall mean persons who acquire apartments in the Project;
- iv. "APPLICABLE INTEREST RATE" shall mean the rate of interest prescribed under the Act from time to time;
- v. "APPLICABLE LAW" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- vi. "APPLICATION MONEY" shall mean the money given by the Allotte to the Promoter at the time of making application for the flat.
- vii. APPROVALS shall mean and include all licenses, permits, approvals, sanctions, consents obtained

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or to be obtained and/or granted by the competent authorities in connection with the said Housing Project.

- viii. **ARCHITECT** shall mean M/s. MOZAIC, of P-543, Raja Basanta Roy Road, Kolkata-700029, or any other firm or architects appointed by the Promoter.
- ix. **ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Promoter in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for taking control of the common parts and portions and for rendition of common services.
- x. **ADVOCATES** shall mean Mr. Sanjay Kumar Jain of 9, Old China Bazar Street, Kolkata – 700 001 appointed by the Promoter, inter alia, for preparation of this agreement and the sale deed for transfer of the said flat/unit.
- xi. **"BOOKING AMOUNT"** shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;
- xii. **"BUILDING"** shall have the meaning ascribed to it in Recital hereunder,
- xiii. **"BUILDING COMMON AREAS"** shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule [E] which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and
- xiv. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Allottees inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions.
- xv. **"CARPET AREA"** shall mean the net usable floor area of the Unit it including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area;
- xvi. **"CANCELLATION CHARGES"** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy and (vi) amount of stamp duty and registration charges to be paid/paid on deed of Cancellation of this Agreement.
- xvii. **BUILDING PREMISES** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as **"EDEN LOTUS"** or such other name as the Promoter in its absolute discretion may deem fit and proper.
- xviii. **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written) for the common use and enjoyment of all the Allottees/occupiers of the Project;
- xix. **"COMMON EXPENSES"** shall include the proportionate share of common expenses briefly described and without limitation in Schedule [F] herein to be paid borne and contributed by the

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Allottees for rendition of common services;

- xx. **"COMMON RULES"** shall mean the rules and regulations specified in Schedule [G] to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;
- xxi. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- xxii. **"LAND"** shall have the same meaning as ascribed in Schedule - A of this Agreement;
- xxiii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xxiv. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Flat/Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee to take possession of the said Flat/Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.
- xxv. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the Promoter shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Promoter plus fifteen days.
- xxvi. **DATE OF OFFER OF POSSESSION** shall mean the date on which the completion/ occupancy certificate is issued (or deemed to be issued as per the relevant provisions of legislation) by Kolkata Municipal Corporation and/or the authorities concerned;
- xxvii. **FLATS/UNITS** shall mean independent and self-contained flats/units and/or other constructed spaces built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- xxviii. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Flat/Unit as hereinafter stated.
- xxix. **LICENCES** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.
- xxx. **NEW BUILDING/s** shall mean the New Building and/or buildings to be constructed by the Promoter at the said Property in accordance with the said Plan and to comprise of various self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- xxxi. **COMPLETION CERTIFICATE** shall mean the Completion Certificate to be granted by Kolkata Municipal Corporation and/or any other authority certifying completion of the new building and permitting the Flat owner to take possession of the Apartment intended to be acquired by the Allottee
- xxxii. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing **Building Plan**

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no. 2024120428 dated 11.02.2025 and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.

- xxxiii. **PROMOTER/ DEVELOPER** shall mean the said '**EDEN ELEMENTS LLP**' and shall mean and include its successor and/or successors in office/interest and assigns.
- xxxiv. **PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the SCHEDULE - A hereunder written).
- xxxv. **ALLOTTEE** shall be deemed to mean and include :-
- In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
 - In case the Allottee be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs, legal representatives executors and administrators.
 - In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
 - In case the Allottee be a company, then its successors or successors-in-interest.
 - In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.
- xxxvi. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Flats/Units in the said building provided that where it refers to the share of the Allottees or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xxxvii. **POSSESSION** shall mean the date on which possession is made over by the Promoter to the Allottee after completion certificate is obtained.
- xxxviii. **READY TO MOVE IN** for the purpose of this Para 'ready to move in possession' shall mean that the flat/unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- xxxix. **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Flat/Unit No. '_____' on the _____ (_____) Floor forming part of the said Housing Project (more fully and particularly mentioned and described in the SCHEDULE - A hereunder written with fittings and fixtures to be provided therein by the Promoter together with Allottee proportionate undivided share in common areas and installations as also in the land comprised in the

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said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space, if so specifically and expressly mentioned and described in the **SCHEDULE -A** hereunder written).

- xl. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Promoter in its absolute discretion.
- xli. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- xl.ii. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Promoter and after the said new building is completed and possession is made over and upon formation of the Association, the said amount shall be transferred by the Promoter to such Association.
- xl.iii. **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Promoter and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Promoter and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Allottee on account of the service and maintenance charges shall be determined by the Promoter and/or the Association in their absolute discretion.
- xliv. **TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such flat without any right of any other flat owners.
- xl. v. **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Allottee to the Promoter in terms of this agreement.
- xlvi. **"EXCLUSIVE BALCONY/VERANDAH/OPEN TERRACE AREA"** or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.
- xl. vii. **"EXTRAS & DEPOSITS"** shall mean the costs and deposits specified hereunder to be paid by the Allottees to the Promoter in the manner hereinafter provided;
- xl. viii. **"FORCE MAJEURE"** shall have the meaning ascribed to it in the Act;
- xl. ix. **"MAINTENANCE CHARGES"** shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;
- l. **"MUTUAL EASEMENTS AND RESERVED MATTERS"** shall mean the easements and rights specified in Ninth Schedule herein and reserved to the Promoter and/or the Association;
- li. **"NET AREA"** shall mean sum of the carpet area of the Unit and EBVT area.
- lii. **"PAYMENT PLAN"** shall mean the schedule of payment prescribed in Schedule -C hereunder
- liii. **"RULES"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the Real

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Estate (Regulation and Development) Rules, 2017, as amended and/or substituted;

- liv. "REGULATIONS" means the Regulations made under the Real Estate (Regulation and Development) Rules, 2017, as amended and/or substituted;
- lv. "SECTION" means a section of the Act; and
- lvi. "UNIT" shall mean each unit of occupancy in the Project, being a Flat and the expression "units" shall be construed accordingly.

Interpretation

- i. Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- ii. Words in singular shall include the plural and vice versa.
- iii. Reference to a gender includes a reference to all other genders.
- iv. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- v. Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- vi. The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- vii. Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner / Developer agrees to sell to the Allottee and the Allottee hereby agrees to acquire the Apartment as specified Schedule – 'B' hereunder.

The **TOTAL CONSIDERATION** of Apartment is RS. _____/- (RUPEES _____ ONLY) ("TOTAL CONSIDERATION OF APARTMENT").

Apartment/ Flat/ Unit No. – _____	Rate of Apartment per Square Feet of Carpet Area :
Floor - _____	Rs. _____
Carpet Area of the Flat : _____ Sq. ft.	
EBVT Area : _____ Sq. ft.	
Cost of Apartment	Rs. _____/-
Cost of exclusive balcony or verandah areas	Not Applicable/No separate charges
Cost of Covered Car Park	Not Applicable/No separate charges

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Consideration for the Apartment	Rs. _____/-
GST	Rs. _____/-

The Total Extras and deposits in respect of Apartment is Rs. _____/- (RUPEES
ONLY) ("Total Extras and Deposits").

Extras and Deposits:	
Advance Maintenance Charges- This amount is payable towards advance against maintenance charges for the said Apartment	RS. _____/-
Sinking Fund –Interest free Sinking Fund amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes, if any, and the balance amount shall be transferred to the Association.	RS. _____/-
HT Line &Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Owner / Developer in making arrangements with CESC/WBSEDCL and/or any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to directly CESC/WBSEDCL on account of Individual Meter.	AS PER ACTUAL
Legal and Documentation Charges	Rs. 15,000/- at the time of execution of this 'Agreement for sale' and Rs. 15,000/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of Advocate, Mr. Sanjay Kumar Jain.
Diesel Generator Power Backup- Generator charges for limited back up	RS. _____/-

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Association Formation Charges	RS. 7,500.00
Flat Mutation, Apportionment & Assessment In The Name of The Buyer	RS. _____/-
Total Extras and Deposits (in Rupees)	Rs. _____/-

However, the Total GST does not include the GST payable on the extras and deposit computed on actual. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on extras and deposit as and when such amount is ascertained and duly intimated by the Owner / Developer.

Explanation:

- The Total Consideration of Apartment above includes the booking amount paid by the Allottee to the Owner / Developer towards the [Apartment];

The showing of any amount towards parking in the stamp duty assessment slip, if any, is and shall only be to ensure compliance of the requirements of online assessment application, but the same is not and shall not be construed to be an agreement of the parties on any cost or consideration for parking.

- The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned hereinabove includes Taxes (consisting of tax paid or payable by the Owner / Developer 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 Owner / Developer, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottee or the, competent authority, as the case may be, after obtaining the Completion Certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount-payable by the Allottee to the Owner / Developer 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;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid, by the Allottee directly to the concerned Electricity Department

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The showing of any amount towards parking in the stamp duty assessment slip, if any, is and shall only be to ensure compliance of the requirements of online assessment application, but the same is not and shall not be construed to be an agreement of the parties on any cost or consideration for parking.

The Owner / Developer shall periodically intimate in writing to the Allottee, the amount payable above and the Allottee shall make payment demanded by the Owner / Developer within the time and in the manner specified therein. In addition, the Owner / Developer shall provide to the Allottee the details of the taxes paid or demanded;

The Total Price of Apartment includes inter-alia recovery of price of land, construction of the Apartment, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

TDS: The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Owner / Developer, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Owner / Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Owner / Developer, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned hereinabove 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 increase in charges which may be levied or imposed by the competent authority from time to time. The Owner / Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the owner / Developer 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.

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The Allottee(s) shall make the payment as per the payment plan set out in **SCHEDULE – 'C'** ("Payment Plan").

It is agreed that the owner / Developer 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] (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Owner / Developer may make such minor additions or alterations as may be required by the Allottee, or such changes or alteration as per the provisions of the act. There will be only One Common Main Gate of the said Building Premises. The Owner / Developer shall confirm to the net area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove payable for the net area shall be recalculated upon confirmation by the Owner / Developer. If there is reduction more than 2% in the net area, then the Owner / Developer shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase more than 2 % in the Carpet Area allotted to the Allottee, the Owner / Developer may demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed hereinabove.

In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

The Owner / Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- The Allottee shall have exclusive ownership rights of the Unit mentioned in the Schedule – 'B';
- i. The Allottee shall also have the right of use of 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

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- that the Owner / Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion Certificate from the competent authority as provided in the Act;
- ii. The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Owner / Developer. The Owner / Developer including Project staffs shall not be liable for any untoward incident or accident.
 - iii. The Owner / Developer will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.
 - iv. It is made clear by the Owner / Developer and the Allottee agrees that the Flat/ Unit / Apartment, along with the Car Parking Space, if allotted, 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 Land and is a part of 'EDEN ROOPKATHA'. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building Premises.
 - v. The Owner / Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, if any, 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 Owner / Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Owner / Developer 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.
 - vi. On or before the Effective Date, the Allottee has paid the Application Money and the Booking Amount, morefully mentioned in the 'Memo of Consideration' hereunder. The Booking Amount forms part of the Total Consideration of Apartment, Total Tax and the Total Extras and Deposits as mentioned hereinabove and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Owner / Developer within the time and the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Owner / Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner / Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand

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draft/bankers cheque/ RTGS/ NEFT/ or online payment (as applicable)] in favour of 'EDEN ELEMENTS LLP' payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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 Owner / Developer with such permission, approvals which would enable the Owner / Developer 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/their part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Owner / Developer accepts no responsibility in this regard and the Allottee shall keep the Owner / Developer 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 Owner / Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Owner / Developer 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 Owner / Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Owner / Developer to adjust, appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in their names and the Allottee undertake not to object/demand/direct the Owner / Developer to adjust their payments in any manner.

5. TIME IS ESSENCE:

The Owner / Developer shall abide by the time schedule for completing the Project as disclosed at

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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 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 Owner / Developer. The Developer 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 Owner / Developer 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, had assured to hand over possession of the Apartment on **30.09.2027**, with a grace period of 6 (six) months, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("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. After refund of the money paid by the Allottee, 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.

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7.2 Procedure for taking possession:

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The Promoter, upon obtaining the completion 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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30days of receiving the completion certificate of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 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 clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the completion certificate* and handing over physical possession of the Apartment 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 the Allottees or the competent authority, as the case may be, as per the local laws.

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 is 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 compensation under this section 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 herein; 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,

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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 specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER:

The Owner / Developer hereby represents and warrants to the Allottee as follows:

- i. The Owner / Developer has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;
- ii. The Owner / Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Land or the Project as on the Effective Date;
- iv. There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;
- 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 Owner / Developer 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 Owner / Developer 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 Owner / Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Owner / Developer confirm that the Owner / Developer are not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Deed of Conveyance the Owner / Developer shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association or the Competent Authority, as the case may be;
- x. The 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 Land;
- xi. The Owner / Developer has duly paid and shall continue to pay and discharge all governmental dues,

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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 along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association or the competent authority, as the case may be; and

- 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 Owner / Developer in respect of the Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Except for occurrence of a Force Majeure event, the Owner / Developer shall be considered under a condition of default ("Default"), in the following events:

- i. Owner / Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 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 clause '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, Completion Certificate has been issued by the competent authority;
- ii. Discontinuance of the Owner/ Developer's business as a Co-owner / Developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

In case of Default by Owner / Developer under the conditions listed above, Allottee is entitled to the following:

- i. Stop making further payments to Owner / Developer as demanded by the Owner / Developer. If the Allottee stops making payments, the Owner / Developer 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 Owner / Developer shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner / Developer, 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 Owner / Developer to the Allottee within 45 (forty-five) days of it becoming due.

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Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Owner / Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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 three 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 specified in the Rules.
- ii. In case of 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 shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.
Provided that the Owner / Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.
- iii. The Allottee (s) agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Owner / Developer or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Owner / Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Owner / Developer in this regard, the Owner / Developer may cancel the allotment of the Apartment in favour of the Allottee. However, may it be clarified that the balance amount shall be payable subject to the execution of the 'Deed of Cancellation'.
- iv. In the event construction of the floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 (Twelve) months due to Applicable Law, the Owner / Developer shall have the option to terminate this Agreement. In such an event, the Owner / Developer shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

10. DEED OF CONVEYANCE OF THE SAID APARTMENT:

The Owner / Developer, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove under the Agreement from the Allottee, shall execute a 'Deed of Conveyance' and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as

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stated in local laws, to the Allottee.

Provided that, in the absence of local law, the 'Deed of Conveyance' in favour of the Allottee shall be carried out by the Owner / Developer within 3 (three) months from the date of issue of Completion 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 Owner / Developer to withhold registration of the 'Deed of Conveyance' in his/her/their favour till payment of stamp duty and registration charges is made by the Allottee.

The 'Deed of Conveyance' shall be drafted by the Solicitors/Advocates of the Owner / Developer and shall be in such form and contain such particulars as may be approved by the Owner / Developer. No request for any changes whatsoever in the 'Deed of Conveyance' will be entertained by the Owner / Developer unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Owner / Developer 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 upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned hereinabove for the Apartment. In case the formation of the Association is delayed due no fault of the Owner / Developer; the Owner / Developer shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottee shall be liable to pay to the Owner / Developer or facility management company, the charges for such maintenance as fixed by the Owner / Developer at actual.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Owner / Developer within a period of 5 (five) years by the Allottee from the date of handing over deemed possession, the Owner / Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner / Developer'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. Provided However that the Owner / Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not

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due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Owner / Developer and without giving the Owner / Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner / Developer shall be relieved of its obligations contained hereinabove in this clause.

However, the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Premises excludes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to variation in temperature of more than 20 degree centigrade which do not amount of the structural defects and hence cannot be attributed to either bad workmanship or structural defects. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee it shall be necessary to appoint an expert/ surveyor to be nominated by the architect of the said project, who shall survey and assess the same and then submit report to state the defects in material used in the structure and in the workmanship executed.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee(s) hereby agrees to purchase the Flat & Car Parking Space, in the specific understanding that his/her/its right to use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner / Developer / maintenance agency/Association 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 Owner / Developer / Association 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.

15. USAGE:

Use of Ground Floor and Service Areas: The Ground Floor area, Open Space and service areas, as

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located within the Project, shall be ear-marked 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the Ground Floor area, Open Space and service areas in any manner whatsoever, other than those earmarked as parking spaces, if allotted, and the same shall be reserved for use by the Association for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their 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.

The Allottee further undertakes, assures and guarantees that he/she/they 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 Allottee 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.

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

16.1 Dishonour of Payment Instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Owner / Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Owner / Developer shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the

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Applicable Interest Rate from the due date till the date of receipt by the Owner / Developer of all the amounts including the dishonour charges of Rs. 500/- (Rupees Five Hundred only) for each dishonour. In the event the said Demand Draft is not tendered within 7 (seven) days then the Owner / Developer shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Owner / Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Owner / Developer has no obligation to return the original dishonoured cheque.

16.2 Raising of Finance by Allottee

The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he has been able to obtain financing for the purchase of the Apartment.

16.3 Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Apartment within the date such possession is offered by the Owner / Developer, the Allottee shall be deemed to have taken possession on the 15th days from the date of such notice, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Apartment till such time the Allottee has paid the entirety of the Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned hereinabove and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

On and from the Possession Date:

- i. The Apartment shall be at the sole risk and cost of the Allottee and the Owner / Developer shall have no liability or concern thereof;
- ii. The Allottee shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;
- iii. All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Apartment shall be

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- borne solely and conclusively by the Allottee, with effect from the Possession Date.
- iv. The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

16.4 Right of Allottee to use Common Areas subject to Payment of Maintenance Charges

The Allottee hereby agrees to acquire the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Owner / Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Owner / Developer or the Association from time to time.

16.5 Additions or Replacements

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Owner / Developer and upon completion, the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

16.6 Maintenance and Association

16.6.1 Maintenance

Upon completion of the Project the Owner / Developer will hand over its management for maintenance to the Association for which the Allottee may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Owner / Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Owner / Developer. Further the Allottee and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottee.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Owner / Developer and upon completion, to the Association from time to

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time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottee fails to pay: (i) the Allottee shall not be entitled to avail any maintenance services; (ii) interest @ 12% per annum will become payable by the Allottee; and (iii) the Owner / Developer / Association shall adjust the unpaid amount from the advance maintenance charges. If due to such adjustment the advance maintenance charges falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

That it is agreed, declared and undertaken by the Purchaser that in the event of the Purchaser having taken deemed possession, he is liable to pay maintenance charges as stated hereinabove. It is further agreed, declared and undertaken by the Purchaser that in the event of non-payment of maintenance charges continuing beyond the complete usage of security maintenance deposit, the Purchaser shall be liable to pay "HOLDING CHARGES" to the Owner / Developer (in case till such time the HOLDING ORGANIZATION has not been formed), or to the HOLDING ORGANIZATION (in case it is formed thereon) of Rs. 2000/- (Rupees Two Thousand only) per month, till the payment of maintenance charges are regularized and brought upto date.

16.6.2 Interim Maintenance Period:

During the interim maintenance period between obtaining of the Completion Certificate of such Project and formation and operationalization of the Association the Owner / Developer shall through itself or through a Facility Management Company to run, operate, manage and maintain the Common Areas.

The Owner / Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Owner / Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

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After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Owner / Developer, with or without amendments, as may be deemed necessary by the Association.

16.7 Covenants of the Allottee:

16.7.1 Apartment use

The Allottee shall not use the Apartment or permit the same to be used for the purpose other the residential purposes.

The Allottee shall not use the Apartment or permit the same to be used for the commercial purpose or for any other purposes which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes.

16.7.2 Hazardous materials

The Allottee shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

16.7.3 Additions

The Allottee shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottee, then all necessary permissions from the authorities, if required, will be obtained by the Allottee directly at his own cost. In any case, the Allottee shall not be entitled to carry out any structural changes in the Building and Apartment.

16.7.4 Co-operation

The Allottee shall at all times co-operate with the other Allottee/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

16.7.5 Transfer

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Apartment, the Allottees shall pay a transfer fee equivalent to @ 1% (One percent) of the Total Price (excluding Other Costs and Deposits Amount) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or

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prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee.

16.7.6 Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottee.

16.7.7 Common Rules

The Allottee shall abide by and adhere to the Common Rules specified hereunder from time to time.

16.7.8 Common Expenses

The Allottee shall pay on due dates for the Proportionate Common Expenses from time to time.

16.7.9 Model Unit

The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit, exhibited at the site only, if any, will provide a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottee shall not be entitled to raise any claim for such variation.

16.7.10 Construction Progress Linked Payment Plan

The Allottee (s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottee (s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottee. This significantly reduces the risk of the Allottee as compared to the "Time Linked Payment Plan" option and the Allottee has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

18. ADDITIONAL CONSTRUCTIONS

The Owner / Developer undertakes that it has no right to make additions or to put up additional

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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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter execute this Agreement, the Promoter shall not create any further mortgage or create any further 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.

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

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Owner / Developer does not create a binding obligation on the part of the Owner / Developer 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 Registration Office at Kolkata as and when intimated by the Owner / Developer. If the Allottee(s) fails to execute and deliver to the Owner / Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registration Office at Kolkata for its registration as and when intimated by the Owner / Developer, then the Owner / Developer 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 the Owner / Developer shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Developer to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However, may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

Provided that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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22. 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/ building, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Owner / Developer 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 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 Owner / Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Developer to exercise such discretion in the case of other Allottee.

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.

26. 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 Rules 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.

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27. 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.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Owner / Developer through its authorized signatory at the Co-owner's/ Developer's Office; or at some other place, which may be mutually agreed between the Owner / Developer and the Allottee after the Agreement is duly executed by the Allottee and the Owner / Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Registering Authorities at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

31. ALLOTEES:

MR. _____ & MRS. _____

32. DEVELOPER:

M/S. EDEN ELEMENTS LLP
 17/1, LANSLOWNE TERRACE, KOLKATA – 700 026

It shall be the duty of the Allottee and the Owner / Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post; e-

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mail, courier service failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

Joint allottee:

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

33. 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.

34. 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 or as amended from time to time.

THE SCHEDULE 'A' ABOVE REFERRED TO

THE SAID PREMISES

PART - I

ALL THAT Piece and Parcel of land measuring more or less **05 (Five) Kattahs 07 (Seven) Chittaks** situated within **Mouza – Garfa, Pargana - Khaspur**, appertaining to **R. S. Dag No. - 2133 & 2134** under R.S. Khatian no. -716 & 200, corresponding to the L. R. Khatian No. 3281, R. S. No. - 2, J. L. No.-19, Touzi No.-10, 12 & 13, being **Premises No. 188, Kalikapur Road, Kolkata -700 099, Police Station – Anandapur** (formerly Kasba), District- 24 Parganas (South), under **Kolkata Municipal Corporation Ward No. - 106, Borough – XII, West Bengal**, which is butted and bounded as follows:-

ON THE NORTH	:	Part land of R.S. Dag No.-2134.
ON THE SOUTH	:	20ft. Municipal wide Road.
ON THE EAST	:	Part land of R.S. Dag No.-2133 & 2134.
ON THE WEST	:	20 ft. Municipal wide Road.
ZONE	:	Other than on P.A.S. Connector to other than on P.A.S. Connector

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded

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called known numbered described or distinguished.

Latitude/ Longitude of the end points of the Project

Latitude - _____ " N

Longitude - _____ " E

THE SCHEDULE 'B' ABOVE REFERRED TO
(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO)

ALL THAT the Residential Flat/Unit in or portion of the New building being **UNIT/ FLAT NO.** '_____' on the _____ **FLOOR**, containing by admeasurements a **RERA CARPET AREA** of _____ **SQUARE FEET**, a be little more or less, corresponding to the Built up Area of about _____ Square Feet (inclusive of EBVT Area of _____ Sft.), corresponding to the Super Built-Up Area of about _____ Square Feet, a be little more or less, in the New building now known as "**EDEN LOTUS**" at the said premises **which is under construction** and shown in the plan annexed hereto duly bordered in '**RED**' thereon **TOGETHER WITH** right to Park **ONE** small/ medium sized motor car on the _____ **CAR PARKING SPACE** of the said building Premises to be allotted and demarcated by the Developer at the time of Possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the Schedule – 'D' hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the 'Schedule – A' hereinabove written attributable to the said Unit.

THE SCHEDULE 'C' ABOVE REFERRED TO

(Payment Schedule)

Part - I

The Allottee hereby agrees to pay the **TOTAL CONSIDERATION AMOUNT** of RS. _____/- (**RUPEES** _____ **ONLY**) ("**TOTAL CONSIDERATION OF APARTMENT**") and the said consideration amount shall be paid by the Allottee to the Developer in the manner hereinafter appearing:

1.	Application Fee	Rs. 25,000/-
2.	On or before signing of this Agreement (inclusive of the application fee)	20% of the total consideration price
3	On Completion of Piling	15% of the total consideration price

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4.	On completion of 1 st Floor Slab	10% of the total consideration price
5.	On completion of 2 nd Floor Slab	15% of the total consideration price
6.	On completion of 3 rd Floor Slab	10% of the total consideration price
7.	On completion of Roof Casting	10% of the total consideration price
8.	On Completion of Internal Plaster	10% of the total consideration price
9.	On or before Possession	10% of the total consideration price

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Developer to the Allottee.

Part – II

The Allottee hereby also agrees to pay to the Developer for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

THE SCHEDULE 'D' ABOVE REFERRED TO **(Common Area, Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.

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10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.
14. Games Room

THE SCHEDULE 'E' ABOVE REFERRED TO
SPECIFICATIONS FOR THE PROJECT

Structure	:	RCC-framed structure with anti-termite treatment in foundation. Cements used: <i>Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco*</i> .
Brickwork	:	Eco-friendly, premium brickwork with Autoclaved aerated concrete (AAC) blocks used for better quality, thermal insulation.
Elevation	:	Modern elevation, conforming to contemporary designs.
External Finish	:	Paint by certified <i>Nerolac/Asian Paints/Berger applicator*</i> , and other effects as applicable.
Lobby	:	Beautifully decorated & painted lobby
Doors & Hardware	:	Quality wooden frames with solid core flush doors. Door handles of <i>Godrej/Hafele/Yale*</i> . Main door with premium <i>stainless steel handle</i> and <i>eyehole</i> . Main Door Lock by <i>Godrej/Yale *</i> .
Internal finish	:	Wall Putty.
Windows	:	Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
Flooring	:	Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
Kitchen counter	:	Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
Toilets	:	Hot and Cold water line provision with <i>CPVC*</i> pipes. CP fittings including <i>Health Faucet*</i> of <i>Jaquar/Kohler/Hindware*</i> .

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		Dado of ceramic tiles up to door height. Sanitaryware with <i>EWC with ceramic cistern</i> and basin of <i>Kohler/Jaquar/Hindware*</i> . Pipes of <i>Supreme/Skipper/ Oriplast*</i>
Elevator	:	Passenger Lifts of <i>Kone / Jhonson / Otis / Schindler*</i> .
Electricals	:	a) Concealed <i>Polycab/Havells/RR Kabel*</i> copper wiring with modular switches of <i>Anchor Roma/Schneider Electric/ RR Kable/ Havells*</i> b) TV points in all bedroom & Telephone points in master bedroom and living room. c) Two Light Points, one Fan Point, two 5A points in all bedrooms d) One 15A Geyser point in all toilets & an exhaust fan point. e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen f) One AC points in all bedrooms & one AC point in living & dining room. g) One washing machine point in the balcony. h) Modern MCBs and Changeovers of <i>Havells/HPL/Schneider Electric*</i>
Water Supply	:	Suitable Electric Pump will be installed at ground floor to deliver water to overhead reservoir from underground reservoir.
Landscape	:	Professionally designed and executed landscaping.
Generator	:	24 hour power backup for all common services. Generator back up of, 900 W for 2 bedroom flats and 1200 W for 3 bedroom flats.
Security	:	<i>CCTV cameras</i> , Intercom facility and 24/7 Security Personnel.

* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the developer is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

THE SCHEDULE – 'F' ABOVE REFERRED TO
(Maintenance Charges)

1. MAINTENANCE : All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

2. OPERATIONAL: All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including

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generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

3. STAFF: The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

4. ASSOCIATION : Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.

5. TAXES: Municipal and other rates, GST and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.

8. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association or Holding Organisation for the Common Purposes.

THE SCHEDULE – 'G' ABOVE REFERRED TO:

(Extra Charges & Deposits)

- 1) The full amount of Security Deposit and other costs payable to the CESC/ WBSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC for the electric meters for maintenance running and operating any common area or installation.
- 2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same .
- 3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.
- 4) Costs charges and expenses for formation of the Association as mentioned hereinabove.
- 5) Betterment fees, development charges and other levies GST and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- 6) In addition to the Extras and Deposits the allottee shall also deposit and / or keep deposited with the Co-owner/ Developer /their nominee/Facility Management Company a sum as mentioned in

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hereinabove towards Security Deposit. The said fund will remain in deposit with the Developer to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SCHEDULE – 'F' hereinabove written) in terms hereof. The said Security Deposit money shall not bear any interest and the said amount will be transferred by the Co-owner/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit as mentioned in clause hereinabove.

8) In addition to the aforesaid Extras and Deposits the allottee shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing GST/ Service Tax Rates.

THE SCHEDULE – 'H' ABOVE REFERRED TO:

As from the date of possession of the said Apartment the Allottee(s) agrees and covenants -

To co-operate with the other Allottee(s)/ Developer and the Association in the management and maintenance of the Project.

To observe the rules framed from time to time by the Developer and upon the formation of the Association by such Association.

To use the said Apartment for commercial and/or other lawful purposes and not for any illegal and/or immoral purposes whatsoever.

To allow the Developer /Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).

To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s).

The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Developer and upon formation of the Association to such Association.

To deposit the amounts reasonably required with the Developer and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).

To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.

Not to subdivide the Apartment or any portion thereof.

Not to do anything or prevent the Developer from making further or additional legal constructions

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within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.

Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.

Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the colour Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

Not to install grills the design of which has not been suggested and approved by the Architect.

Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.

Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer /Association and with the sanction of the authorities concerned as and when required.

Not to use the Apartment or permit the same to be used for any purposes except for residential and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.

Not to keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

Not to use or permit to be used the allocated Garage/car parking space for any other purpose whatsoever other than parking of its own car/cars.

Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Developer.

To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association and after the Association is incorporated to comply with and/or

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adhere to the building rules and regulations of such Association.

HOUSE RULES:

The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the Building.

The Allottee shall not make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. The Allottees shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottees shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any apartment.

Each Allottees shall keep his apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer /Association.

No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer /Association.

No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Developer /Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Developer.

Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water- closets or apparatus shall be paid for by the delinquent Allottees in whose space it shall have been caused.

No bird or animal shall be kept or harboured in the common areas of the Building.

No radio or television aerial shall be attached to or hung from the exterior of the Building.

Garbage and refuse from the Apartment shall be deposited in such place only in the Building and at such time and in such manner as the Developer /Association may direct.

Allow the Developer to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Developer to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Developer shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs

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No vehicle belonging to an allottee or guest, sub-tenant or employee of an Allottees shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

These house rules may be added to, amended or repealed at any time by the Developer and after its formation by the Association.

Until formation of the Association the Developer shall manage and maintain the Project subject to allottees/occupiers regularly and punctually making payment of the maintenance charges.

The Allottee(s) agrees that:

Allottee(s) shall pay regularly and punctually within 7th day of every month and month by month the Common Expenses at such rate as may be decided by the Developer /Association to be payable from the date of possession (including deemed possession) to the Developer and upon its formation to the Association without any abatement or demand.

The proportionate amount payable by the allottees for the common expenses shall be decided by the Association from time to time and the allottees shall be liable to pay all such expenses wholly if it relates to the Allottee's Apartment only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.

After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.

So long as the Apartment is not separately mutated and separated, the Allottees shall pay the proportionate share of all rates and taxes assessed on the whole Premises including the charges for loss of electricity while in transmission to the Allottees from the date of possession. Such proportion is to be determined by the Developer on the basis of the area of such Apartment.

If the Allottees fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottees shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Developer or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottees such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

THE SCHEDULE – 'I' ABOVE REFERRED TO:

[Mutual Easements]

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The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers:

- i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective

hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

SIGNATURE OF THE OWNER/ VENDOR

2.

SIGNATURE OF THE PROMOTER/DEVELOPER

SIGNATURE OF THE ALLOTTEE

Drafted by me on the basis of information
furnished by the Parties herein

Sanjay Kumar Jain
Advocate, High Court, Calcutta
Enrolment No.: WB/444/2005

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RECEIVED of and from the within named purchaser within mentioned sum of Rs. _____/-
(Rupees _____ Only)

being the consideration amount in **PART** as per memo below:-

MEMO OF CONSIDERATION

1.	Out of Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
2.	Out of Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
3.	Out of Cheque No. _____ dated _____ drawn on _____	Rs. _____/-
TOTAL AMOUNT RECEIVED		Rs. _____/-

Witness:

1.

2.

SIGNATURE OF THE PROMOTER/DEVELOPER

DATED:

DAY OF

2025

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AGREEMENT FOR SALE

BETWEEN

M/S. EDEN ELEMENTS LLP

-----PROMOTER/DEVELOPER

&

M/S. MADHUR ENCLAVE PRIVATE LIMITED

-----VENDOR/OWNER

&

MR. _____

&

MRS. _____

-----ALLOTTEES

'EDEN LOTUSFLAT/UNIT NO. -----FLOOR -----

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