

AGREEMENT FOR SALE

This 'AGREEMENT FOR SALE' ("Agreement") is executed on this _____ day of _____ 2023, (Two Thousand and Twenty- Three) A. D.

EDEN ELEMENTS LLP



Designated Partner/Authorized Signatory

BY AND BETWEEN

M/S. EDEN ELEMENTS LLP, 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, hereinafter, called and referred to as the '**PROMOTER/DEVELOPER**', represented by its Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holding PAN : **AFEPA7678D**, Aadhaar No. – 825244378016, presently residing at 16/1, Palm Avenue, Kolkata – 700019, P. S. - Karaya, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns etc.) of the **FIRST PART**.

AND

1) M/S. JYOTI DEALER PRIVATE LIMITED, Holding PAN : **AAACJ7745A** and **2) M/S. PURNIMA PROMOTERS PRIVATE LIMITED**, Holding PAN : **AADCP5434H**, both Private Limited Companies incorporated under the provisions of Companies Act, 1956, as extended by Companies Act, 2013, having their respective Registered Offices at 17/1, Lansdowne Terrace, Kolkata – 700 026, P. O. – Kalighat, P. S. – Rabindra Sarobar (Formerly - Lake), West Bengal, duly represented by their Authorized Signatory, namely, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holder of PAN: **AFEPA7678D**, Aadhaar No. – 825244378016, by Nationality – Indian, by Faith - Hindu, by - Occupation – Business, presently residing at 16/1, Palm Avenue, P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, called and referred to as the '**CO-OWNER/ VENDOR**' (which expression unless excluded by or repugnant to the subject or context to be deemed and include their respective successor and/or successors in their respective offices/interest and assigns) of the **SECOND PART**.

AND

(1) MR. -----, son of Mr. -----, aged about ----- years, holding PAN : -----, Adhaar No. -----, by Nationality – Indian, by Occupation - -----, by Faith - ----- **AND (2) MRS.** -----, wife of Mr. -----, aged about ----- years, , holding PAN : -----, Adhaar No. -----, by Nationality – Indian, by Occupation - -----, by Faith - -----, both presently residing at ----- P. O. - -----, P. S.- -----, West Bengal, India, 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**" and individually as a "**Party**".

RECITALS

WHEREAS:

A. M/s. Purnima Promoters Private Limited, the Owner No. 1 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 04 (Four) Kattahs 12 (Twelve) Chittak, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 188-B, Kalikapur Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 19.09.2007 duly registered at the office of ARA- I, Kolkata being Deed No. 14060 for the year 2007 registered in Book No. – I, Volume No. – I, written in Page No. – 1 to 16.

B. Further, the said M/s. Purnima Promoters Private Limited, the Owner No. 1 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 01 (One) Kattahs 15 (Fifteen) Chittak 09 (Nine) Square Feet, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 927, Purbachal Main Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 12.09.2008 duly registered at the office of ARA- I, Kolkata being Deed No. 09574 for the year 2008 registered in Book No. – I, Volume No. – I, written in Page No. – 811 to 826.

C. Further, M/s. Jyoti Dealer Private Limited, the Owner No. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 05 (Five) Kattahs within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 420, Kalikapur Road, Kolkata – 700 078, West Bengal, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 19.09.2007 duly registered at the office of ARA- I,

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Kolkata being Deed No. 14054 for the year 2007 registered in Book No. – I, Volume No. - - I, written in Page No. – 1 to 16.

D. Further, the said M/s. Jyoti Dealer Private Limited, the Owner No. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 02 (Two) Kattahs 36 (Thirty Six) Square Feet, within Mouza – Garfa, J. L. No. 19, Touzi No. – 56, R. S. No. – 2, being part of R. S. Dag No. 2129, R. S. Khatian No. – 802, P. S. – Kasba under Kolkata Municipal Corporation Ward No. 106, being Municipal Premises No. – 927, Purbachal Main Road, Kolkata – 700 099, West Bengal, free from all encumbrances, charges, liens, lispences, attachments, trusts whatsoever or howsoever in pursuance of purchase by virtue of a Deed of Conveyance dated 12.09.2008 duly registered at the office of ARA- I, Kolkata being Deed No. 09575 for the year 2008 registered in Book No. – I, Volume No. - I, written in Page No. – 827 to 842

E. The entirety of the said premises is presently under the occupation of the aforesaid owners. After being lawfully owner of the said landed property measuring 13 (Thirteen) Kattahs 12 (Twelve) Chittak, more or less, more fully and particularly described in the **Schedule** hereunder written and hereinafter for the sake or brevity referred to as the **said property** and while enjoying the right title interest and possession in respect of the aforesaid plots, said owners had amalgamated the said plots of land by virtue of a registered 'Deed of Amalgamation' dated 21.12.2021, registered at the office of D.S.R. – IV, South 24 Parganas vide Deed No. 10444 for the year 2021, registered in Book No. – I, Volume No. – 1604-2021 written in Page No. 395645 to 395676. Subsequently, the owners, jointly, got amalgamated the said plots of land and mutated before the authority of Kolkata Municipal Corporation as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal **Premises No. 420, Kalikapur Road, Kolkata–700078** within the limits of Kolkata Municipal Corporation under ward no. 106 under **Assessee No. 311060704203**.

F. In consideration of what is hereinafter appearing the Owners have agreed to grant the exclusive right of Development in respect of their share of 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**).

G. 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.

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

I. 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, jointly, in the name of the Owners and Developer herein vide **Building Sanction Plan No. 2023120037 dated 25.04.2023**.

J. That 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 Competent 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.

K. In the events as recited hereinabove the Co-owners thus became entitled to the said Property each one of them being entitled to an independent and distinct share or interest therein

In this agreement the Developer and the Co-Owners are collectively referred to as the **OWNERS**.

The Co-Owners No. 1 & 2 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 Co-Owners amongst themselves decided that the Developer, being one of the Co-owner, will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated **12.04.2023** registered at the Office of the A. R. A. – I, Kolkata, recorded in Book No. - I, Volume No. – 1901-2023, being Deed No. – **02986** for the year 2023, written in Page No. 112385 to 112417 and made between **M/S. PURNIMA PROMOTERS PRIVATE LIMITED & M/S. JYOTI DEALER PRIVATE LIMITED**, Co-owners No. 1 & 2 therein collectively referred to as the First Party/Co-Owner of the One Part and **M/S. EDEN ELEMENTS LLP**, the Developer/ Promoter herein, therein referred to as the Developer of the Other Part and the said Co-owners granted the exclusive right of development in respect of the said Property unto and in favour of the Developer 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).

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The Co-Owners No. 1 & 2 have executed a Registered Development 'POWER OF ATTORNEY' dated **12.04.2023** duly registered at the Office of A. R. A. – I, Kolkata, recorded in Book No. - I, Volume No. 1901-2023, written in Page No. 112562 to 112582 being Deed No. - **02992** for the year 2023, in favour of the Developer granting the several powers therein stated and to effectuate and implement the construction of the Building Complex at the said premises in a better and more expedient manner and to share the sale proceeds among themselves. The Vendor agreed to vest power upon the Developer in respect of certain additional responsibilities more fully mentioned therein.

By and under the said JDA it has been agreed between the Co-owners that the Developer shall be entitled to enter into agreements for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to receive realize and collect the amount of consideration and other amounts in its own name and that the net sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Co-owners in the manner as provided for in the said JDA.

In pursuance of the said JDA and in furtherance thereof the Developer caused a map or plan in respect of the entire land, Owned by Owner No. 1 & 2 herein and the Developer, sanctioned by the concerned authorities bearing **Sanction No. 2023120037 dated 25.04.2023 (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 COMPLEX) to be ultimately held by owned by various intending purchasers on ownership basis.

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

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, containing by estimation a Carpet Area of ----- **Square Feet (more or less)** (hereunder referred to as the said UNIT situation whereof 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 SECOND SCHEDULE hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing.

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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 Purchaser agrees to purchase and acquired the said Unit/Apartment and the covered 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 01 (One) Block having 15 Nos. Residential Flats ("Building") and the said project shall be known as "**EDEN LUXURIA**" ("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 aggregating to Net Area of ----- Square Feet. :

Unit	Sq. Ft
Carpet Area of Unit	-----
EBVT Area	-----
Net Area = (Carpet Area of Unit + EBVT Area)	-----

in the Building Complex, hereinafter referred to as the "Apartment", together with right to park 1 (ONE) small/medium sized motor car on the **COVERED CAR PARKING SPACE** more particularly described in the Second Schedule 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

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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 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:

Interpretation

Reference to a person includes a reference to a corporation, firm, association or other entity and vice-versa.

Words in singular shall include the plural and vice-versa.

Reference to a gender includes a reference to all other genders.

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;


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;

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

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 Co-owners / Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified Second Schedule


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hereunder.

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

Apartment/ Flat/ Unit No. ----- Floor ----- Carpet Area of the Flat : EBVT Area :	Rate of Apartment per Square Feet of Carpet Area : Rs. -----/-
Cost of Apartment	Rs. -----/-
Cost of exclusive balcony or verandah areas	Rs. -----/-
Cost of Covered Car Park –	Rs. -----/-
Consideration for the Apartment	Rs. -----/-
GST	Rs. -----/-

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

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable towards advance against maintenance charges for the said Apartment	
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.	
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 Co-owners / Developer in making arrangement with CESC/ WBSEB and/or any other electricity supply agency for providing and installing transformer and/or High Tension	<p style="text-align: center;">EDEN ELEMENTS LLP  Designated Partner/Authorised Signatory</p>

Line at the said Project. Provided the Allottee shall pay the Deposit to CESC directly on account of Individual Meter.	
Legal and Documentation Charges	Rs. 10,000/- at the time of execution of this 'Agreement for sale' and Rs. Rs. 10,000/- 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	
Association Formation Charges	
Flat Mutation, Apportionment & Assessment In The Name of The Buyer	
Total Extras and Deposits (in Rupees)	

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 Co-owners / Developer.

Explanation:

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

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 Co-owners / 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 Co-owners / 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 Co-owners / 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


The Co-owners / Developer shall periodically intimate in writing to the Allottee, the amount payable above and the Allottee shall make payment demanded by the Co-owners / Developer within the time and in the manner specified therein. In addition, the Co-owners / 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 Co-owners / 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 Co-owners / 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 Co-owners / 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 Co-owners / 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 Co-owners / 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 **FIFTH SCHEDULE** ("Payment Plan").

It is agreed that the Co-owners / 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 Co-owners / 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 Complex. The Co-owners / 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 Co-owners / Developer. If there is reduction more than 2% in the net area, then the Co-owners / 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 Co-owners / 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 Co-owners / 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 Second Schedule;
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 that the Co-owners / Developer shall hand over the common areas to the Association of Allottee after duly obtaining the Completion

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Certificate from the competent authority as provided in the Act;

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 Co-owners / Developer . The Co-owners / Developer including Project staffs shall not be liable for any untoward incident or accident.

The Co-owners/ 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.

It is made clear by the Co-owners/ 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 LUXURIA'. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building Complex.

The Co-owners / 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 Co-owners / 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 Co-owners / 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.

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 Co-owners / 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 Co-owners / Developer abiding by the construction

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milestones, the Allottee shall make all payments, on written demand by the Co-owners / Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand 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 Co-owners / Developer with such permission, approvals which would enable the Co-owners / 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 of 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 Co-owners / Developer accepts no responsibility in this regard and the Allottee shall keep the Co-owners / 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 Co-owners / Developer immediately and comply with necessary formalities if any under the Applicable Laws. The Co-owners / 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 Co-owners / Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Co-owners / 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 Co-owners / Developer to adjust their payments in any manner.

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5. TIME IS ESSENCE:

The Co-owners / Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association 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 Co-owners / 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 Co-owners / 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 Apartment

The Co-owners / Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Co-owners / Developer assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by **31.12.2025** unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Co-owners / Developer shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of Allottee's payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan. 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 Co-owners / Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Co-owners / Developer shall refund to the Allottee the entire amount (less any taxes collected from the Allottee) received by the Co-owners / Developer, from the allotment within 45 (forty-five) days from that date. The Co-owners / Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such

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termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Co-owners / Developer and that the Co-owners / Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

For the purposes of force majeure, the following shall be deemed to be force majeure conditions:

- i) War
- ii) Flood
- iii) Drought
- iv) Fire
- v) Cyclone
- vi) Earthquake or any other calamity caused by nature
- vii) Pandemic

It is clarified 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 Co-owners / Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure For Taking Possession

Upon obtaining the Completion Certificate from the competent authority and subject to the Allottee is not in breach of any of his obligations under this Agreement, the Co-owners / Developer shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 Days from the date of issue of Completion Certificate (Deemed date of Possession). [Provided that, in the absence of local law, the 'Deed of Conveyance' in favour of the Allottee shall be carried out by the Co-owners / Developer within 3 (three) months from the date of issue of Completion Certificate. The Co-owners / Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Co-owners / Developer. The Allottee, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Co-owners / Developer / Association, as the case may be, after the issuance of the Completion Certificate for the Project. The Co-owners / Developer shall hand over the photo copy Completion Certificate of the Apartment to the Allottee at the time of execution of Deed of Conveyance.

7.3 Failure of Allottee to take Possession of Apartment

Upon receiving a written intimation from the Co-owners / Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Co-owners / Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the Co-owners / Developer

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 Allottee, it shall be the responsibility of the Co-owners / Developer to hand over the necessary- documents and plans, including common areas, to the Association 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: Where the Allottee proposes to cancel/withdraw from the project without any fault of the Co-owners / Developer, the Allottee shall serve a 2 (two) months' notice in writing on the Co-owners / Developer and on the expiry of the said period the allotment shall stand cancelled and the Co-owners / Developer herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Co-owners / Developer to the Allottee within 45 (forty-five) days 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'.

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Co-owners / Developer then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Co-owners / Developer in this regard shall be final and binding on the Allottee.

It is clarified 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 Co-owners / Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation

The Co-owners / Developer/ Owner shall compensate the Allottee in case of any loss caused to him due to

defective title of the Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES OF THE CO-OWNERS/ DEVELOPER:

The Co-owners / Developer hereby represents and warrants to the Allottee as follows:

The Co-owners / 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;

The Co-owners / Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

There are no encumbrances upon the Land or the Project as on the Effective Date;

There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

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 Co-owners / 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;

The Co-owners / 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;

The Co-owners / 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;

The Co-owners / Developer confirm that the Co-owners / 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;

At the time of execution of the Deed of Conveyance the Co-owners / 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;

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;

The Co-owners / Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Completion Certificate has been issued and possession of Apartment 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

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 Co-owners / 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 Co-owners / Developer shall be considered under a condition of default ("Default"), in the following events:

Co-owners / 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;

Discontinuance of the Co-owners 's/ 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 Co-owners / Developer under the conditions listed above, Allottee is entitled to the following:

Stop making further payments to Co-owners / Developer as demanded by the Co-owners / Developer. If the Allottee stops making payments, the Co-owners / 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

The Allottee shall have the option of terminating the Agreement in which case the Co-owners / 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 Co-owners / 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 Co-owners / Developer to the Allottee within 45 (forty-five) days of it becoming due.

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 Co-owners / 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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The Allottee shall be considered under a condition of default, on the occurrence of the following events:

In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan, mentioned hereunder, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Co-owners / Developer on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)

In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Co-owners / Developer in this regard, the Co-owners / Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Co-owners / 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 and this Agreement shall thereupon stand terminated:

Provided that the Co-owners / Developer shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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/ Co-owners / Developer or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Co-owners / 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 Co-owners / Developer in this regard, the Co-owners / Developer may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Co-owners / Developer to the Allottee within 45 (Fourty Five) days 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'.

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 Co-owners / Developer shall have the option to terminate this Agreement. In such event, the Co-owners / Developer

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

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Co-owners / 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 Co-owners / Developer; the Co-owners / 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 Co-owners / Developer or facility management company, the charges for such maintenance as fixed by the Co-owners / 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 Co-owners / Developer within a period of 5 (five) years by the Allottee

from the date of handing over deemed possession, the Co-owners / Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Co-owners / 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 Co-owners / 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 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 Co-owners / Developer and without giving the Co-owners / 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 Co-owners / 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 Complex 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

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14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Co-owners / 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 Co-owners / 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 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

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the Co-owners / 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.

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 Co-owners / Developer may at its sole discretion be entitled to exercise any recourse available herein. Further, the Co-owners / 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 Applicable Interest Rate from the due date till the date of receipt by the Co-owners / 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 Co-owners / 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 Co-owners / Developer may consider the same at its sole discretion. In the event of dishonour of any cheque, the Co-owners / Developer has no obligation to return the original dishonoured cheque.

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.

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 Co-owners / 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 **REQUIREMENTS 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:

The Apartment shall be at the sole risk and cost of the Allottee and the Co-owners / Developer shall have no liability or concern thereof;

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;

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 borne solely and conclusively by the Allottee, with effect from the Possession Date.

The Allottee shall become liable to pay all other expenses necessary and incidental to the management and maintenance of the Project.

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 Co-owners / Developer (or Association) and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Co-owners / Developer or the Association from time to time.

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 Co-owners / 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.

Maintenance and Association

Maintenance

Upon completion of the Project the Co-owners / 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.

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In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Co-owners / Developer, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Co-owners / 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 Co-owners / Developer and upon completion, to the Association from time to 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 Co-owners / 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 Co-owners / 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.

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 Co-owners / Developer shall through itself or through a Facility Management Company to run, operate, manage and maintain the Common Areas.

The Co-owners / 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 Co-owners / Developer with such restrictions as may be necessary for proper maintenance and all the Allottee are bound to follow the same.

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 Co-owners / Developer, with or without amendments, as may be deemed necessary by the Association.

Covenants of the Allottee:

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.

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.

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.

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.

Transfer

The Allottee shall not transfer or sell the rights under this Agreement without prior written permission from the Co-owners / Developer till such time as all payments under this Agreement are cleared. The Co-owners / Developer shall retain the first right of refusal for such transfer of rights. Where the Co-owners / Developer 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 Allottee shall pay a transfer fee equivalent to **1% of the Total Consideration Amount plus GST thereupon**. Such transfer however shall be permissible only if the first installment (other than Booking Amount) **has been paid in full and all other payments**

that may be due under this Agreement have been cleared in total.

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.

Common Rules

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

Common Expenses

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

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.

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

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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 Co-owners / 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 Co-owners / 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 Co-owners / Developer does not create a binding obligation on the part of the Co-owners / 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 Co-owners / Developer. If the Allottee(s) fails to execute and deliver to the Co-owners/ 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 Co-owners / Developer, then the Co-owners / 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 Co-owners / 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.

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 Co-owners / 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 Co-owners / Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Co-owners / 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.

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 Co-owners / 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 Co-owners / Developer and the Allottee after the Agreement is duly executed by the Allottee and the Co-owners / 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 :

DEVELOPER:

M/s. Eden Elements LLP

17/1, Lansdowne Terrace, Kolkata – 700 026

It shall be the duty of the Allottee and the Co-owners / 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-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 Co-owners / 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.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PREMISES

ALL THAT Piece and Parcel of Bastu Land measuring, more or less, 13 (Thirteen) Kattahs 12 (Twelve) Chittak situated within Mouza – Garfa, Pargana -Khaspur, Police Station – Anandapur (formerly Kasba), appertaining to R. S. Dag No. - 2129 under R.S. Khatian No. -802, R. S. No. - 2, J. L. No.-19, Touzi No. - 56, being **Municipal Premises No.- 420, Kalikapur Road, Kolkata - 700 078**, District- 24 Parganas (south), under Kolkata Municipal Corporation Ward No. - 106, West Bengal, which is butted and bounded as follows:-

ON THE NORTH	: By Premises No. 188/A/3, Kalikapur Road
ON THE SOUTH	: Property of Others
ON THE EAST	: By Premises No. 379, Kalikapur Road & 17 Feet Wide Municipal Road
ON THE WEST	: Property of Others

Latitude/ Longitude of the end points of the Project

Latitude - 22°30'05.5" N

Longitude – 88° 23'35.3" E

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OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE 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 Carpet Area of ----- Square Feet and Exclusive Balcony/Verandah Area Or "EBVT Area", having area of --- Square Feet aggregating to a Net area of ----- Square Feet, equivalent to the SUPER BUILT-UP AREA of about ----- SQUARE FEET be little more or less, in the New building now known as " EDEN LUXURIA" 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 COVERED 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 Third Schedule 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 First Schedule hereinabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common 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.

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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.
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.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration Amount)

Part - I

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

1.	Application Fee	Rs. -----/-
2.	On or before signing of this Agreement (inclusive of the application fee)	20% of the total consideration price
3.	On Completion of Foundation	10% of the total consideration price
4.	On completion of 1 st Floor Slab	15% 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

		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 FIFTH SCHEDULE ABOVE REFERRED TO SPECIFICATIONS FOR THE PROJECT

- Structure** : RCC-framed structure with anti-termite treatment in foundation. Cements used: **Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco***.
- 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 **Nerolac/Asian Paints/Berger** applicator*, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of **Godrej/Hafele/ Yale***. Main door with premium **stainless steel handle** and **eyehole**. Main Door Lock by **Godrej/ Yale ***.
- 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.

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- Toilets** : Hot and Cold water line provision with CPVC* pipes.
CP fittings including **Health Faucet*** of **Jaquar/Kohler/Hindware***.
Dado of ceramic tiles up to door height.
Sanitaryware with **EWC with ceramic cistern** and basin of **Kohler/Jaquar/Hindware***.
Pipes of **Supreme/Skipper/ Oriplast***
- Elevator** : Passenger Lifts of **Kone / Jhonson / Otis / Schindler***.
- Electricals** : a) Concealed **Polycab/Havells/RR Kabel*** copper wiring with modular switches of **Anchor Roma/Schneider Electric/ RR Kable/ Havells***
b) TV & 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) Two 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen.
f) One AC point in all bedrooms & one AC point in living & dining room.
g) One washing machine point at the balcony.
h) Modern MCBs and Changeovers of **Havells/HPL/Schneider Electric***
- 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** : **CCTV cameras**, 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 SIXTH SCHEDULE 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 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 SEVENTH SCHEDULE 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 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 SIXTH SCHEDULE 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 EIGHTH SCHEDULE 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 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 open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha 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 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 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.

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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

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 NINTH SCHEDULE ABOVE REFERRED TO:

[Mutual Easements]

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

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.

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.

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.

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.

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.

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~~ 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).

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.

EDEN ELEMENTS LLP



Designated Partner/Authorised Signatory

SIGNATURE OF THE PROMOTER/DEVELOPER

2.

SIGNATURE OF THE VENDOR/CO-OWNERS

SIGNATURE OF 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

RECEIVED of and from the within named allottee within mentioned sum of **Rs.** _____/- (**Rupees**

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

MEMO OF CONSIDERATION

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

Witness:

1.

2.

EDEN ELEMENTS LLP


Designated Partner/Authorised Signatory

SIGNATURE OF THE PROMOTER/DEVELOPER

DATED: DAY OF 2023

AGREEMENT FOR SALE

BETWEEN

M/S. EDEN ELEMENTS LLP
-----DEVELOPER

&

M/S. PURNIMA PROMOTERS PRIVATE LIMITED & OTHERS
-----CO-OWNERS

&

MR. -----
MRS. -----
-----ALLOTTEES

'EDEN LUXURIA'
FLAT/ UNIT NO. -----
FLOOR - -----