


**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**  
  
**Authorised 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 and represented by its authorised signatory **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holder of PAN: **AFEPA7678D**, by faith – Hindu, by Occupation – Business, by Nationality – Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, referred to as the '**PROMOTER/DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**.

AND

1) **M/S. AGNI DEALCOM PRIVATE LIMITED**, holding PAN: **AAGCA7797K**, 2) **M/S. COMMITMENT VINCOM PRIVATE LIMITED**, holding PAN: **AADCC8134B**, 3) **M/S. CONNECT DEALCOM PRIVATE LIMITED**, holding PAN : **AADCC8133G**, 4) **M/S. DECAGON DEALERS PRIVATE LIMITED**, holding PAN : **AADCD2948L**, 5) **M/S. EKDANTA MERCHANDISE PRIVATE LIMITED**, holding PAN : **AACCE2807N**, 6) **M/S. FLAME SALES PRIVATE LIMITED**, holding PAN : **AABCF4387M**, 7) **M/S. FOCUS DEALERS PRIVATE LIMITED**, holding PAN: **AABCF4386L**, 8) **M/S. GLADIOLUS MERCHANTS PRIVATE LIMITED**, holding PAN : **AADCG6186B**, 9) **M/S. HORNBILL TRADECOM PRIVATE LIMITED**, holding PAN: **AACCH3060L**, 10) **M/S. ICONIC SUPPLIERS PRIVATE LIMITED**, holding PAN : **AACCL1876K**, 11) **M/S. INNOVATIVE COMMOALES PRIVATE LIMITED**, holding PAN : **AACCI2005G**, 12) **M/S. JACKPOT TRADELINK PRIVATE LIMITED**, holding PAN : **AACCJ2606E**, 13) **M/S. JALAPENO SALES PRIVATE LIMITED**, holding PAN: **AACCJ2605H**, 14) **M/S. JUNIPER COMMOTRADE PRIVATE LIMITED**, holding PAN : **AACCJ2607F**, 15) **M/S. KAMAKSHYA VINIMAY PRIVATE LIMITED**, holding PAN : **AADCK8105E**, 16) **M/S. KSHITIZ VINCOM PRIVATE LIMITED**, holding PAN : **AADCK8106H**, 17) **M/S. LEAGUE DISTRIBUTORS PRIVATE LIMITED**, holding PAN : **AABCL6954G**, 18) **M/S. LIMELIGHT MERCHANDISE PRIVATE LIMITED**, holding PAN : **AABCL6953B**, 19) **M/S. OMNI COMMODEAL PRIVATE LIMITED**, holding PAN : **AABCO2276L**, 20) **M/S. PASSION DEALERS PRIVATE LIMITED**, holding PAN : **AAFCE2662K**, 21) **M/S. PENTAGON SUPPLIERS PRIVATE LIMITED**, holding PAN : **AAFCE2661L**, 22) **M/S. QUEENBEE SALES PRIVATE LIMITED**, holding PAN : **AAACQ2080P**, 23) **M/S. QUICK COMMOALES PRIVATE LIMITED**, Holding PAN : **AAACQ2081N**, 24) **M/S. SUCCESS COMMOALES PRIVATE LIMITED**, holding PAN : **AANCS6504P**, 25) **M/S. TWIN STAR DEALCOM PRIVATE LIMITED**,

EDEN ELEMENTS LLP



Authorised Signatory

holding PAN : AADCT3203G, 26) M/S. WINSOME COMMODEAL PRIVATE LIMITED, holding PAN : AAACW9127B, 27) M/S. YOUTH VINCOM PRIVATE LIMITED, holding PAN : AAACY4009Q, 28) M/S. ZEAL DEALCOM PRIVATE LIMITED, holding PAN : AAACZ3951G, 29) M/S. AFTERLINK EXIM PRIVATE LIMITED, holding PAN : AALCA0741L, 30) M/S. AMBERDWAJ ESTATES PRIVATE LIMITED, holding PAN : AALCA4287D, 31) M/S. CAPRICON PROPERTIES PRIVATE LIMITED, holding PAN : AAFCC2533E, 32) M/S. DHANGANGA COMMOALES PRIVATE LIMITED, holding PAN : AAECD6499D, 33) M/S. EVOLUTION TOWERS PRIVATE LIMITED, holding PAN : AADCE4251F, 34) M/S. FRESSIA SALES PRIVATE LIMITED, holding PAN : AACCF2232Q, 35) M/S. FUNIDEA CONCLAVE PRIVATE LIMITED, holding PAN : AACCF1890N, 36) M/S. GINGER COMPLEX PRIVATE LIMITED, holding PAN : AAECG9300J, 37) M/S. GREENTAKE PROJECTS PRIVATE LIMITED, Holding PAN : AAFCG0747G, 38) M/S. INTENT PLAZZA PRIVATE LIMITED, holding PAN : AADC12848E, 39) M/S. JAGSAKTI DEAL TRADE PRIVATE LIMITED, holding PAN : AADCJ0964A, 40) M/S. JALNAYAN RETAILS PRIVATE LIMITED, holding PAN : AADCJ0963H, 41) M/S. JIGISHA INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AADCJ0501F, 42) M/S. MOONVIEW PLAZZA PRIVATE LIMITED, holding PAN : AAICM2206P, 43) M/S. PREMKUNJ NIKETAN PRIVATE LIMITED, holding PAN : AAGCP8440A, 44) M/S. PANCHMURTI INFRASTRUCTURE PRIVATE LIMITED, holding PAN : AAGCP8439H, 45) M/S. OVERTOP INFRAHOMES PRIVATE LIMITED, holding PAN : AABCO7370D, 46) M/S. OVERGROW COMPLEX PRIVATE LIMITED, holding PAN : AABCO7304D, 47) M/S. OVAL BUILDCON PRIVATE LIMITED, holding PAN : AABCO7371C, 48) M/S. NEMINATH NIRMAN PRIVATE LIMITED, holding PAN : AAECN1464E, 49) M/S. MEGAPIX PROMOTERS PRIVATE LIMITED, holding PAN : AAICM2207N, 50) M/S. MEANTIME HOMES PRIVATE LIMITED, holding PAN : AAICM1899E, 51) M/S. MAKELIFE DEVELOPERS PRIVATE LIMITED, holding PAN : AAICM2204R, 52) M/S. MUSKAN PLAZZA PRIVATE LIMITED, holding PAN : AAICM4797P, 53) M/S. SUHANA SUPPLIERS PRIVATE LIMITED, holding PAN : AALCS7216A, 54) M/S. BLAIZE ENCLAVE PRIVATE LIMITED, holding PAN : AACCB7603D, 55) M/S. BARON PROMOTERS PRIVATE LIMITED, holding PAN : AACCB7602C, 56) M/S. ARISTO VINIMAY PRIVATE LIMITED, holding PAN : AAGCA8080M, 57) M/S. FANTASTIC VINIMAY PRIVATE LIMITED, holding PAN : AABCF1830D, 58) M/S. SARDA VYAPAR PRIVATE LIMITED, holding PAN : AALCS6016L, 59) M/S. MOONLINK RESIDENCY PRIVATE LIMITED, holding PAN : AAICM2205Q, 60) M/S. BAJRANG MANSION PRIVATE LIMITED, holding PAN : AADCB4549B, 61) M/S. BRIJBHUMI CONSTRUCTION PRIVATE LIMITED, holding PAN : AACCB7609K, 62) M/S. KASTURI MERCANTILE PRIVATE LIMITED, holding PAN : AABCK9026G, 63) M/S. SWAGATAM DISTRIBUTER PRIVATE LIMITED, holding PAN : AAICS0021L, 64) M/S. BAGBAN ABASAN PRIVATE LIMITED, holding PAN : AACCB7606G, 65) M/S. BISCON NIKETAN PRIVATE LIMITED, holding PAN : AACCB7604E, 66) M/S. EXTRUSIONS REAL ESTATE PRIVATE LIMITED, holding PAN : AAACE5448D, 67) M/S.

EDEN ELEMENTS LLP



Authorised Signatory

TRIMURTI DEALER PRIVATE LIMITED, holding PAN : AABCT1372J , 68) M/S. K.B.S. HOUSING PRIVATE LIMITED, holding PAN : AADCK0495R, 69) M/S. LIBRA INFRADEVELOPERS PRIVATE LIMITED, holding PAN : AACCL4810A, 70) M/S. ALCORE PROPERTIES PRIVATE LIMITED, holding PAN : AALCA0242Q, 71) M/S. ESAGILLA DEVELOPERS PVT. LTD. holding PAN : AADCE1887F, 72) M/S. JAGMATA ENCLAVE PRIVATE LIMITED, holding PAN : AACCCJ9449H, 73) M/S. KALYANKARI NIKETAN PRIVATE LIMITED, holding PAN : AAFCK1639P, 74) M/S. KAMALPUSHP NIRMAN PRIVATE LIMITED, holding PAN : AAFCK1640L, 75) M/S. KAMALRAJ APARTMENTS PRIVATE LIMITED, holding PAN : AAFCK0906R, 76) M/S. LEDA PROJECTS PRIVATE LIMITED, holding PAN : AACCL3589J, 77) M/S. ALLMOST CONCLAVE PRIVATE LIMITED, holding PAN : AALCA0241P, 78) M/S. BHAVSAKTI VANIJYA PRIVATE LIMITED, holding PAN : AAFCB2481A, 79) M/S. COOLHUT REAL ESTATES PRIVATE LIMITED, holding PAN : AAFCC1756R, 80) M/S. DHANRASHI IMPEX PRIVATE LIMITED, holding PAN : AAECD5490Q, 81) M/S. DREAMLIGHT TOWERS PRIVATE LIMITED, holding PAN : AAECD4044Q, 82) M/S. EVERRISE VYAPAAR PRIVATE LIMITED, holding PAN : AADCE3722B, 83) M/S. JAGATDHAN SUPPLIERS PRIVATE LIMITED, holding PAN : AACCCJ9590K, 84) M/S. BHUJADHARI DEALERS PRIVATE LIMITED, holding PAN : AAFCB2482D, 85) M/S. GRITTY REALTY PRIVATE LIMITED, holding PAN : AAFCCG0746H, 86) M/S. HIGHRANK COMPLEX PRIVATE LIMITED, holding PAN : AADCHI726Q, 87) M/S. JORDAR HOUSING PRIVATE LIMITED, holding PAN : AADCJ0947H, 88) M/S. EVERLINK ENCLAVE PRIVATE LIMITED, holding PAN : AADCE2222N, 89) M/S. EVERSTRONG DEVELOPERS PRIVATE LIMITED, holding PAN : AADCE3136F, 90) M/S. SHIVMANI PROPERTIES PRIVATE LIMITED, holding PAN : AASCS3281N, all Private Limited Companies, incorporated under the Provisions of Companies Act , 1956 as extended by Companies Act' 2013, having their respective offices at 17/1, Lansdowne Terrace, P.O.- Kalighat, P. S. : formerly Lake and now Rabindra Sarobar, Kolkata - 700 026 and represented by their respective Authorised Signatory, **MR. ADITYA AGARWAL**, son of Mr. Sunil Agarwal, holder of PAN: AFEP A7678D, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing at 16/1, Palm Avenue , P. O. - Ballygunge, P. S. -Karaya, Kolkata 700 019, hereinafter, called and referred to as the 'VENDOR/ CO-OWNERS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the SECOND PART.

AND

(1) MR. \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN : \_\_\_\_\_, 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

**EDEN ELEMENTS LLP**

  
Authorised Signatory

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

#### PART-I


#### (LAND UNDER R.S. & L. R. DAG NO. - 366)

**WHEREAS** one NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen became absolute owner in  
 respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41  
 Sqft by virtue of "Deed of Conveyance" comprising in C.S. Dag No.366 under C.S. Khatian No.115,  
 corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur,  
 Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram  
 Panchayet which was registered in the office of A.D.S.R. Baruipur on 22/06/1946 and duly recorded in Book  
 No.-I, Volume No.-38, Pages from 98 to 103, Deed No.-3411 and for the year 1946.

**AND WHEREAS** while NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen had been enjoying  
 right, title, interest and possession in respect of ALL THAT piece and parcel of entire land measuring 119  
 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in C.S. Dag No.366 under C.S. Khatian No.115,  
 corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur,  
 Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram  
 Panchayet, recorded his name in R.O.R. of Revisional Settlement under R.S. Khatian No.-959 and he had  
 been paying khazanas regularly.

**AND FURTHER WHEREAS** while NARAYAN DAS GAYEN, son of Late Troilokya Nath Gayen had been  
 enjoying right, title, interest and possession in respect of ALL THAT piece and parcel of entire land  
 measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in C.S. Dag No.366 under C.S. Khatian  
 No.115, corresponding to R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur,  
 Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram  
 Panchayet, died on 16/09/1995 and leaving intestate behind his wife namely SMT. SUDHA GAYEN, two sons  
 namely DILIP GAYEN, TAPAS GAYEN, and three daughters namely RITA GAYEN, SMT. MITA

**EDEN ELEMENTS LLP**

  
 Authorised Signatory

BASU, and SMT. DEBI DAS GAYEN, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU, and SMT. DEBI DAS GAYEN, became joint owners in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), under Hariharpur Gram Panchayet.

**AND FURTHER WHEREAS** while SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU, and SMT. DEBI DAS GAYEN, had been jointly enjoying right, title, interest and possession in respect of ALL THAT piece and parcel of entire land measuring 119 Decimal i.e. 71 Kattah 15 Chittak 41 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), allotted a demarcated land measuring 01 Kattah 06 Chittak 10 Sqft marked for common passage with owner of the adjoining plot no.-370, Smt. Durga Banerjee by virtue of 'Deed of Declaration' which was registered in the office of A.D.S.R. Baruipur on 03/10/1996 and duly recorded in Book No.-I, Volume No.-55, Pages from 161 to 166, Deed No.-4428 and for the year 1996.

**AND FURTHER WHEREAS** thus SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU and SMT. DEBI DAS GAYEN, became joint owners in respect of ALL THAT piece and parcel of entire land measuring 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South).

**AND FURTHER WHEREAS**, said SMT. SUDHA GAYEN, DILIP GAYEN, TAPAS GAYEN, RITA GAYEN, SMT. MITA BASU and SMT. DEBI DAS GAYEN, while jointly enjoying the right, title, interest and possession in respect of land measuring more or less 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), sold transferred and conveyed to aforesaid 90 Private Limited Companies, and the said Deed was registered in the office of A.R.A.-I, Kolkata on 28/06/2018 and duly recorded in Book No. I, CD Volume No. 1901, pages from 209946 to 2110070 bearing Deed No. 5033 of 2018.

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 70 Kattah 09 Chittak 31 Sqft comprising in R.S. Dag No.366 under R.S. Khatian No.959, J.L. No.11, within Mouza-Hariharpur, Pargana-Medanmalla, Police Station-Baruipur, District-24-Parganas (South), mutated

EDEN ELEMENTS LLP



Authorised Signatory

their names before B.L.&L.R.O. authority vide L.R. Khatian No.-4831, 4832, 4833, 4834, 4835, 4836, 4838, 4839, 4841, 4869, 4871, 4872, 4873, 4874, 4875, 4881, 4886, 4888, 4889, 4890, 4891, 4892, 4893, 4894, 4895, 4896, 4897, 4898, 4899, 4900, 4902, 4904, 4905, 4915, 4916, 4917, 4920, 4923, 4939, 5986, 5987, 5988, 5989, 5990, 5991, 5992, 5993, 5994, 5995, 5996, 5997, 5998, 5999, 6000, 6001, 6002, 6003, 6004, 6005, 6019, 6020, 6021, 6022, 6023, 6024, 6025, 6026, 6027, 6028, 6029, 6030, 6031, 6032, 6033, 6034, 6035, 6036, 6037, 6038, 6039, 6040, 6041, 6042, 6043, 6044, 6066, 6068, 6069, 6070 and 6071 and they had been paying their khazanas regularly.

**PART-II**

**(LAND UNDER R. S. & L. R. DAG NO. -393)**

**WHEREAS** one GOPENDRA KUMAR GHOSAL, son of Late Nibaran Chandra Ghosal was the absolute owner in respect of ALL THAT piece and parcel of total land measuring 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South) by virtue of "Deed of Partition" which was registered in the office of S.R. Baruipur on 13/08/1949 and duly recorded in Book No.-I, Volume No.-44, Pages in written-188 to 202, Deed No.-3984 and for the year 1949.

**AND WHEREAS** while GOPENDRA KUMAR GHOSAL, son of Late Nibaran Chandra Ghosal had been enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred the same i.e. 40 Decimal i.e. 24Kattah 03Chittak 09Sqft to 1)ASHOK MONDAL @ SARKAR, 2)ASIT KUMAR SARKAR, 3)SAJAL KUMAR SARKAR, 4)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar by virtue of 'Deed of Conveyance' which was registered in the office of S.R. Baruipur on 10/02/1978 and duly recorded in Book No.-I, Volume No.-15, Pages in written 135 to 137, Deed Number-635 and for the year 1978.

**AND WHEREAS** while 1) ASHOK MONDAL @ SARKAR, 2)ASIT KUMAR SARKAR, 3)SAJAL KUMAR SARKAR, 4)SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. 40 Decimal i.e. 24Kattah 03Chittak 09Sqft to one KAMAL MONDAL, son of Late Narayan Chandra Mondal, by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 29/06/1987 and

**EDEN ELEMENTS LLP**



Authorised Signatory

duly recorded in Book No.-I, Volume No.-70, Pages in written 179 to 184, Deed Number-4918 and for the year 1987.

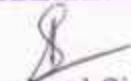
**AND WHEREAS** while said KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24 Kattah 03 Chittak 09 Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred a demarcated share of land measuring 20 Decimal i.e. 12 Kattah 01 Chittak 27 Sqft to one 1) ASHOK MONDAL @ SARKAR, 2) ASIT KUMAR SARKAR, 3) SAJAL KUMAR SARKAR, 4) SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 29/06/1987 and duly recorded in Book No.-I, Volume No.-70, Pages in written 185 to 190, Deed Number-4919 and for the year 1987.

**AND WHEREAS** while said KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of remaining land measuring more or less 20 Decimal i.e. 12 Kattah 01 Chittak 27 Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), gifted, bequeathed and transferred a demarcated share of land measuring 5 Decimal i.e. 03 Kattah 0 Chittak 18 Sqft to his daughter SMT. MITHU NAG, wife of Shri. Sailen Nag by virtue of 'Deed of Gift' which was registered in the office of A.D.S.R. Baruipur on 12/02/2009 and duly recorded in Book No.-I, Volume No.-4, Pages in written 1651 to 1668, Deed Number-1081 and for the year 2009.

**AND WHEREAS** while one KAMAL MONDAL, son of Late Narayan Chandra Mondal, had been enjoying right, title, interest and possession in respect of remaining land measuring more or less 15 Decimal comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), again gifted, bequeathed and transferred the same i.e. measuring 15 Decimal i.e. 09 Kattah 01 Chittak 09 Sqft to his daughter SMT. MITHU NAG, wife of Shri. Sailen Nag by virtue of 'Deed of Gift' which was registered in the office of A.D.S.R. Baruipur on 02/05/2011 and duly recorded in Book No.-I, Volume No.-11, Pages in written 3375 to 3389, Deed Number-3546 and for the year 2011.

**AND FURTHER WHEREAS** thus said SMT. MITHU NAG, wife of Shri. Sailen Nag became absolute owner of said demarcated land measuring more or less 20 Decimal i.e. 12 Kattah 01 Chittak 27 Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-

EDEN ELEMENTS LLP

  
Authorised Signatory



Parganas(South).

**AND FURHER WHEREAS** while said SMT. MITHU NAG, wife of Shri. Sailen Nag had been enjoying right, title, interest and possession in respect of said demarcated land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), recorded her name in L.R. record vide L. R. Khatian No.-3637 and thereafter she had been paying khazana regularly in respect of the aforesaid property.


**AND FURHER WHEREAS** thus SMT. MITHU NAG, wife of Shri. Sailen Nag became the absolute owner of demarcated land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South).

**AND FURTHER WHEREAS** while said SMT. MITHU NAG, wife of Shri. Sailen Nag, had been enjoying right, title, interest and possession in respect of land measuring more or less 20 Decimal i.e. 12Kattah 01Chittak 27Sqft appertaining to R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas(South), sold, conveyed and transferred the same i.e. measuring 20 Decimal i.e. 12Kattah 01Chittak 27Sqft to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R.-Baruipur on 28/02/2018 and duly recorded in Book No.-I, Volume No.-1611, Pages from 30450 to 30620, Deed Number-1622 and for the year 2018.

**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 40 Decimal i.e. 24Kattah 03Chittak 09Sqft comprising in R.S. Dag No.393 under R.S. Khatian No.1260, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-6384, 6385, 6386, 6387, 6388, 6389, 6390, 6391, 6392, 6393, 6394, 6395, 6396, 6397, 6398, 6399, 6400, 6401, 6402, 6403, 6404, 6405, 6406, 6407, 6408, 6409, 6410, 6411, 6412,

**EDEN ELEMENTS LLP**

  
Authorised Signatory

6413, 6414, 6415, 6416, 6417, 6418, 6424, 6425, 6426, 6427, 6428, 6432, 6433, 6434, 6435, 6436, 6437, 6438, 6439, 6440, 6441, 6442, 6443, 6444, 6452, 6609, 6610, 6611, 6612, 6613, 6617, 6618, 6619, 6620, 6621, 6622, 6623, 6624, 6627, 6628, 6629, 6630, 6631, 6632, 6634, 6639, 6640, 6641, 6642, 6643, 6644, 6645, 6646, 6647, 6648, 6649, 6650, 6652, 7054, 7055 and 7056 and they had been paying their khazanas regularly.

**PART-III**

**(LAND UNDER R. S. & L. R. DAG NO. - 394)**


**WHEREAS** one SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar, the vendor herein became absolute owner in respect of a land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of 'Deed of Conveyance' which was registered in the office of A.D.S.R. Baruipur on 01/11/2004 and duly recorded in Book No.-I, Volume No.-93, Pages in written 44 to 50, Deed Number-4315 and for the year 2005.

**AND WHEREAS** while SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar had been enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated her name before B.L.&L.R.O. authority vide L.R. Khatian No.-2818 and she has been paying her khazanas regularly.

**AND WHEREAS** thus as mentioned in recital hereinbefore, SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar became absolute owner of entire demarcated land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while said SMT. SAMPA SARKAR, wife of Asit Kumar Sarkar, had been enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. measuring 25 Decimal i.e. 15Kattah 02Chittak to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of D.S.R.-IV at Alipur on 06/09/2017 and duly recorded in Book No.-I, Volume

**EDEN ELEMENTS LLP**

  
Authorised Signatory

No.-1604, Pages from 173349 to 173489, Deed Number-6371 and for the year 2017.

**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.394 under R.S. Khatian No-940, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-5612, 5613, 5614, 5615, 5616, 5617, 5618, 5619, 5620, 5621, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5631, 5647, 5648, 5649, 5650, 5651, 5652, 5653, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661, 5662, 5663, 5664, 5665, 5666, 5667, 5668, 5669, 5670, 5671, 5672, 5673, 5674, 5675, 5676, 5677, 5678, 5679, 5680, 5681, 5682, 5683, 5684, 5685, 5686, 5687, 5688, 5689, 5690, 5691, 5692, 5693, 5694, 5695, 5696, 5697, 5698, 5699, 5700, 5701, 5702, 5703, 5704, 5705, 5706, 5707, 5708, 5709, 5710, 5711, 5712, 5713, 5714, 5715 and 5716 and they had been paying their khazanas regularly.

**PART-IV**

**(LAND UNDER R. S. & L. R. DAG NO. - 396)**

**WHEREAS** one ASHOK MONDAL @ SARKAR, son of Late Narayan Chandra Sarkar was the absolute owner in respect of ALL THAT piece and parcel of total land measuring 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South) by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 10/01/1973 and duly recorded in Book No.-I, Volume No.-9, Pages in written-18 to 20, Deed No.-104 and for the year 1973.

**AND WHEREAS** while ASHOK MONDAL @ SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his purchased land measuring 25 Decimal i.e. 15Kattah 02Chittak comprising in R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died in bachelor stage and leaving intestate behind his mother

**EDEN ELEMENTS LLP**

  
**Authorised Signatory**

namely SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar and three brothers namely 1) ASIT KUMAR SARKAR, 2) SAJAL KUMAR SARKAR, 3) SUJAN SARKAR, all are sons of Late Narayan Chandra Sarkar, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. DURGA RANI SARKAR, ASIT KUMAR SARKAR, SAJAL KUMAR SARKAR and SUJAN SARKAR, each became absolute owner of  $1/4^{\text{th}}$  undivided share of land in 25 Decimal i.e. 2722.5 Sqft i.e. 03Kattah 12Chittak 22.5 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** while SAJAL KUMAR SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his  $1/4^{\text{th}}$  undivided share of land in 25 Decimal i.e. 2722.5 Sqft i.e. 03Kattah 12Chittak 22.5 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died on 02/04/1990 in bachelor stage and leaving intestate behind his mother namely SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar and two brothers namely 1) ASIT KUMAR SARKAR and 2) SUJAN SARKAR, both are sons of Late Narayan Chandra Sarkar, as his only legal heirs and successors.

**AND WHEREAS** thus SMT. DURGA RANI SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) = 05Kattah 0Chittak 30 Sqft by virtue of inheritance from two sons since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** thus ASIT KUMAR SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) = 05Kattah 0Chittak 30 Sqft by virtue of inheritance from two brothers since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** thus SUJAN SARKAR became the absolute owner of undivided share of land measuring more or less (03Kattah 12Chittak 22.5 Sqft + 01Kattah 04Chittak 7.5 Sqft) = 05Kattah 0Chittak 30 Sqft by virtue of inheritance from two brothers since deceased appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

EDEN ELEMENTS LLP

  
Authorised Signatory


**AND WHEREAS** while SUJAN SARKAR, son of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of his undivided share of land measuring 05Kattah 0Chittak 30 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred a demarcated land measuring 2.48 Decimal i.e. 01 Kattah 08 Chittak to one DIPEN NASKAR, son of Bankim Naskar, Confirming Party No.-1 herein by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 30/05/2012 and duly recorded in Book No.-I, CD. Volume No.-17, Pages from-3968 to 3978, Deed No.-5469 and for the year 2012.

**AND FURTHER WHEREAS** while DIPEN NASKAR, son of Bankim Naskar, Confirming Party No.-1 herein had been enjoying right, title, interest and physical possession in respect of his purchase land measuring 01 Kattah 08 Chittakon north-east portion of R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), realized that demarcation of his aforesaid landed area had been wrongly drawn in middle portion of said R.S. Dag No.396 by the concern planner in connection with purchase deed plan vide deed number I-5469 of 2012 which was registered in the office of A.D.S.R. Baruipur on 30/05/2012 and duly recorded in Book No.-I, CD. Volume No.-17, Pages from-3968 to 3978, Deed No.-5469 and for the year 2012 and hence a "Deed of Declaration" has been executed and registered to correct the same and thus said Dipen Naskar, Confirming Party No.-1 herein made party to confirm / correct this transaction in respect of schedule landed area and location appertaining to R.S. Dag No.396 under R.S. Khatian No.698 in Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while 1)SUJAN SARKAR, son of Late Narayan Chandra Sarkar and 2)SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of their undivided share of land measuring 03Kattah 08Chittak 30 Sqft and 05Kattah 0Chittak 30 Sqft respectively appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), jointly sold, conveyed and transferred a demarcated land measuring 2.12 Decimal i.e. 01 Kattah 04 Chittak 24 Sqft to one SMT. SRABANTI DAS, wife of Shri. Raja Das, Confirming Party No.-2 herein by virtue of "Deed of Conveyance" which was registered in the office of A.D.S.R. Baruipur on 04/11/2015 and duly recorded in Book No.-I, CD. Volume No.-1611, Pages from-98705 to 98720, Deed No.-9151 and for the year 2015. In this deed, SUJAN SARKAR sold 50% of the transferred property i.e. 10 Chittak 12 Sqft and similarly SMT. DURGA RANI SARKAR sold remaining 50% of the transferred property i.e. 10 Chittak 12 Sqft.

**AND FURTHER WHEREAS** while SMT. SRABANTI DAS, wife of Shri. Raja Das, Confirming Party No.-

EDEN ELEMENTS LLP

  
Authorised Signatory

2 herein had been enjoying right, title, interest and physical possession in respect of her purchase land measuring 01 Kattah 04 Chittak 24 Sqft on north-west portion of R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), realized that demarcation of her aforesaid landed area had been wrongly drawn in middle portion of said R.S. Dag No.396 by the concern planner in connection with purchase deed plan vide deed number I-9151 of 2015 which was registered in the office of A.D.S.R. Baruipur on 04/11/2015 and duly recorded in Book No.-I, CD. Volume No.-1611, Pages from-98705 to 98720, Deed No.-9151 and for the year 2015 and hence a "Deed of Declaration" has been executed and registered to correct the same and thus said Smt. Srabanti Das, Confirming Party No.-2 herein made party to confirm / correct this transaction in respect of schedule landed area and location appertaining to R.S. Dag No.396 under R.S. Khatian No.698 in Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND FURTHER WHEREAS** while SMT. DURGA RANI SARKAR, wife of Late Narayan Chandra Sarkar had been enjoying right, title, interest and possession in respect of her remaining undivided share of land measuring 04 Kattah 06 Chittak 18 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), died on 26/11/2016 and leaving intestate behind her two sons namely 1) ASIT KUMAR SARKAR and 2) SUJAN SARKAR, both are sons of Late Narayan Chandra Sarkar, as her only legal heirs and successors.

**AND FURTHER WHEREAS** thus ASIT KUMAR SARKAR, son of Late Narayan Chandra Sarkar, became the absolute owner of 12 Decimal i.e. (03 Kattah 12 Chittak 22.5 Sqft + 01 Kattah 04 Chittak 7.5 Sqft + 02 Kattah 03 Chittak 9 Sqft) = 07 Kattah 03 Chittak 39 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of inheritance from two brothers and mother.

**AND FURTHER WHEREAS** thus after sell in two 'Deed of Conveyances' as mentioned in foregoing paragraphs, said SUJAN SARKAR, son of Late Narayan Chandra Sarkar, became the absolute owner of 8.4 Decimal i.e. 05 Kattah 01 Chittak 27 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), by virtue of inheritance from two brothers and mother.

**AND FURTHER WHEREAS** thus as mentioned in recital hereinbefore, 1) ASIT KUMAR SARKAR, 2) SUJAN SARKAR both sons of Late Narayan Chandra Sarkar, herein became the joint owners of demarcated land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396

EDEN ELEMENTS LLP



Authorised Signatory

under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

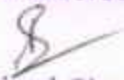
**AND FURTHER WHEREAS** while said 1) ASIT KUMAR SARKAR, 2) SUJAN SARKAR both sons of Late Narayan Chandra Sarkar, had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), sold, conveyed and transferred the same i.e. measuring 25 Decimal i.e. 15 Kattah 02 Chittak to aforesaid present owners herein by virtue of 'Deed of Conveyance' which was registered in the office of D.S.R.-IV at Alipur on 06/09/2017 and duly recorded in Book No.-I, Volume No.-1604, Pages from 173349 to 173489, Deed Number-6371 and for the year 2017.

**AND FURTHER WHEREAS** thus the aforesaid present owners herein i.e. 90 Private Limited Companies became absolute joint owners of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South).

**AND WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies had been jointly enjoying right, title, interest and possession in respect of land measuring more or less 20.4 Decimal i.e. 12 Kattah 05 Chittak 21 Sqft appertaining to R.S. Dag No.396 under R.S. Khatian No.698, J.L. No.11, Touji No.250, R.S. No.-185 within Mouza-Harihorpur, Pargana-Medanmalla, Police Station-Baruipur, under Harihorpur Gram Panchayet, District: 24-Parganas (South), mutated their names before B.L.&L.R.O. authority vide L.R. Khatian No.-5612, 5613, 5614, 5615, 5616, 5617, 5618, 5619, 5620, 5621, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5631, 5647, 5648, 5649, 5650, 5651, 5652, 5653, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661, 5662, 5663, 5664, 5665, 5666, 5667, 5668, 5669, 5670, 5671, 5672, 5673, 5674, 5675, 5676, 5677, 5678, 5679, 5680, 5681, 5682, 5683, 5684, 5685, 5686, 5687, 5688, 5689, 5690, 5691, 5692, 5693, 5694, 5695, 5696, 5697, 5698, 5699, 5700, 5701, 5702, 5703, 5704, 5705, 5706, 5707, 5708, 5709, 5710, 5711, 5712, 5713, 5714, 5715 and 5716 and they had been paying their khazanas regularly.

**AND WHEREAS** thus as mentioned in recital of PART-I to PART-IV, the aforesaid present owners herein i.e. 90 Private Limited Companies became the joint owners of entire land measuring more or less **110 Kattah 02 Chittak 34 Sqft** comprising in R.S. Dag No.366, R.S. Dag No.393, R.S. Dag No.394 and R.S. Dag No.396 corresponding to L.R. Dag No.-366, L.R. Dag No.-393, L.R. Dag No.-394 and L.R. Dag No.-396 respectively in Mouza-Harihorpur under Police Station-Baruipur, within Harihorpur Gram Panchayet, District: 24-

EDEN ELEMENTS LLP

  
Authorised Signatory

Parganas (South), morefully described in the "SCHEDULE PROPERTY".

**AND WHEREAS** while the aforesaid present owners herein i.e. 90 Private Limited Companies also converted the nature of land from "Shali" to "Bahutal Abasan", from the office of the Block Land & Land Reforms Officer, Baruipur.

**AND WHEREAS** 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

**AND FURTHER WHEREAS** there is one additional plot of land admeasuring area about **12 kattah 01 Chittaks 27 Sft** ; adjoining and contiguous to the Schedule property, which is being owned and possessed by the Co-Owners herein, in pursuance to purchase by virtue of Deed of Conveyance' being Deed No. 6371 for the year 2017 registered at the office of D.S.R. - IV, Alipore, South 24 Parganas, registered in Book No. - I, Volume No. 1604 -2017, written in Page No. 173349 to 173489, under R.S. Dag Nos. 393, R. S. Khatian Nos. 1260, corresponding to L.R. Dag No. -393, J. L. - 11, Touji No. 250, situated within Mouza - Hariharpur, Pargana - Medanmalla, Police Station - Baruipur, under Hariharpur Gram Panchayet, Kolkata - 700 145, District - 24 Parganas (South), West Bengal.

**AND FURTHER WHEREAS** there is one additional plot of land admeasuring area about **18 kattah 09 Chittaks 15 Sft** ; adjoining and contiguous to the Schedule property, which is being owned and possessed by the Co-Owners herein, in pursuance to purchase by virtue of Deed of Conveyance' being Deed No. 2904 for the year 2021 registered at the office of A. R. A. - I, Kolkata, registered in Book No. - I, Volume No. 1901-2021, written in Page No. 173713 to 173770, under R.S. Dag Nos. 392, R. S. Khatian Nos. 938, corresponding to L.R. Dag No. - 392, L. R. Khatian No. - 2402, J. L. - 11, Touji No. 250, situated within Mouza - Hariharpur, Pargana - Medanmalla, Police Station - Baruipur, under Hariharpur Gram Panchayet, Kolkata - 700 145, District - 24 Parganas (South), West Bengal.

**AND FURTHER WHEREAS** and the aforesaid two plots of land admeasuring area about land **12 kattah 01 Chittaks 27 Sft** and **18 kattah 09 Chittaks 15 Sft** may be used by the co-owner/ developer for the ingress to and egress from the project to be developed on the scheduled land and in future the said plots of land may also be used by the co-owner/ developer for construction of the building/block/ Car parking Space upon obtaining the approval from the concerned authorities and the said building/block shall also become the part of the larger residential complex, namely 'Eden Roopkatha' and thus all the three plots of land, i.e; the existing and the additional ones, shall, collectively, be known and named as "Eden Roopkatha" as one and single residential Housing Complex. Be it noted that inclusion/ addition of said additional plots with "Eden Roopkatha" shall absolutely be upon the sole discretion of the Co-owners/ Developer. All the flat residents /

**EDEN ELEMENTS LLP**

  
**Authorised Signatory**



Allottees/ owners / buyers / occupiers under the larger residential project comprising of schedule land and the aforesaid two plots of land, shall collectively enjoy the common areas, common parts and portions, facilities, amenities, easements etc. All the flat residents / Allottees/ owners / buyers / occupiers under the project shall enjoy the free egress and ingress rights and shall also enjoy all the passages, pathways, driveways of all the three plots of Residential Complex namely "Eden Roopkatha". The Allottee herein consents for the same and shall not raise any objection, whatsoever, in future, pertaining to the same.


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

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

**AND WHEREAS** the Developer has also agreed to develop the said property, and to commercially exploit the same for the consideration and to cause new building/s and/or a decent Housing Complex to be constructed on the said Land comprising of the 'Total Land' belonging to the Owners 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

**AND WHEREAS** the Co-Owners have decided to undertake the development of the said Property by causing new building and/or buildings to be constructed at the said Property and for the purpose of undertaking the development of the said Property the Owners amongst themselves decided that the Developer/Promoter will undertake the development of the said Property and accordingly by a '**JOINT DEVELOPMENT AGREEMENT**' dated 27.06.2023 registered at the Office of the A. R. A. - I, Kolkata, recorded in Book No. - I, Volume No. - 1901-2023, written in Page No. - 200230 to 200300, being Deed No. - 05129 for the year 2023 and made between M/s. Agni Dealcom Pvt Ltd and 89 other co-owners therein collectively referred to as the First Party/Owner of the One Part and M/s. Mirik Property Private Limited (the Developer herein) therein referred to as the Developer of the Other Part and Co-owners granted the exclusive right of development in respect of the said Property unto and in favour of the Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said JDA).

**EDEN ELEMENTS LLP**

  
 Authorised Signatory

By and under the said JDA it has been agreed between the Owners that the Promoter shall be entitled to enter into agreements for sale and 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 sale proceeds accruing consequent to sale and transfer of the Developer shall be apportioned amongst the Owners in the manner as provided for in the said JDA.

**AND WHEREAS** Co-owners have executed a Registered '**POWER OF ATTORNEY**' dated 27.06.2023, duly registered at the Office of A. R. A. - I, Kolkata, recorded in Book No. - I, Volume No. - 1901-2023, written in Page No. - 200772 to 200823, being Deed No. - 05148 for the year 2023 unto and in favour of the Developer granting the several powers therein stated for smooth execution of the construction works in terms of the said Joint Development Agreement.

In pursuance of the said JDA and in furtherance thereof the Developer/Promoter caused a map or plan to be sanctioned by the Zilla Parishad, South 24 Parganas bearing **Building Plan no. 876/1006/KMDA dated 01.09.2023 (hereinafter referred to as the said PLAN)** and the Promoter 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 allottees /purchasers on ownership basis

The Promoter caused the said housing project to be registered in accordance with the provisions of 'The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said ACT) under Registration No. **WBRERA/P/KOL/2023/\_\_\_\_\_**.

**AND WHEREAS** the Developer shall undertake the construction of the building on the plot of land owned by the said Owner particulars of which are described in SCHEDULE hereunder written and hereinafter called the said land and has obtained a Building Plan duly sanctioned from Zilla Parishad , South 24 Parganas, jointly, in the name of the Owners and Developer herein vide **Building Plan no. 876/1006/KMDA dated 01.09.2023**.

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

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

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** at Block

**EDEN ELEMENTS LLP**

  
Authorised Signatory

— ( ) of the building complex, 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 SCHEDULE -'B' hereunder written) for the consideration and subject to the terms and conditions hereinafter appearing.

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

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

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell and transfer and the 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 14 (Fourteen) Blocks having 223 Nos. Residential Flats ("Building") and the said project shall be known as "EDEN ROOPKATHA" ("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)	-----

EDEN ELEMENTS LLP



Authorised Signatory

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

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

#### 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 acquire the Apartment as specified Schedule – 'B' hereunder.

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

EDEN ELEMENTS LLP  
  
 Authorised Signatory

Apartment/ Flat/ Unit No. -----	Rate of Apartment per Square Feet of Carpet Area :
Floor -----	Rs. -----/-
Carpet Area of the Flat :	
EBVT Area :	
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:	
<b>Advance Maintenance Charges-</b> This amount is payable towards advance against maintenance charges for the said Apartment	
<b>Sinking Fund</b> -Interest free Sinking Fund amount is payable as funds for future repairs, 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.	
<b>HT Line &amp; Electricity Charges-</b> 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 arrangements with <b>WBSEDCL</b> and/or any other electricity supply agency for providing and installing transformer and/or High Tension Line at the said Project. Provided the Allottee shall pay the Deposit to directly <b>WBSEDCL</b> on account of Individual Meter.	
<b>Legal and Documentation Charges</b>	Rs. _____/- at the time of execution of this 'Agreement for sale' and Rs. _____/- at the time of execution of the Deed of Conveyance. Cheque to be issued in the name of

EDEN ELEMENTS LLP

  
Authorized Signatory

	Advocate, Mr. Sanjay Kumar Jain.
<b>Diesel Generator Power Backup- Generator charges for limited back up</b>	
<b>Association Formation Charges</b>	
<b>Total Extras and Deposits (in Rupees)</b>	

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

EDEN ELEMENTS LLP  
  
 Authorised Signatory

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.

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

**EDEN ELEMENTS LLP**



**Authorised Signatory**

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 Schedule – 'B';  
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 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 ROOPKATHA'. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Building Complex.

EDEN ELEMENTS LLP

Authorized Signatory



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 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

**EDEN ELEMENTS LLP**

  
Authorised Signatory

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.

#### **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:**

**EDEN ELEMENTS LLP**



**Authorised Signatory**

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 30.06.2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the

EDEN ELEMENTS LLP



Authorised Signatory

promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

#### Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoters shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE 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

EDEN ELEMENTS LLP

  
Authorized Signatory

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

**EDEN ELEMENTS LLP**



**Authorised Signatory**

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.

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

In case the Allottee fails to make payments for

\_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the 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

EDEN ELEMENTS LLP



Authorised Signatory

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. 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 an event, the Co-owners / Developer shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

#### **10. DEED OF CONVEYANCE OF THE SAID APARTMENT:**

The 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

EDEN ELEMENTS LLP



Authorised Signatory

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

EDEN ELEMENTS LLP

  
Authorised Signatory



determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The 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.

EDEN ELEMENTS LLP



Authorised Signatory

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by 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 15<sup>th</sup> 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

EDEN ELEMENTS LLP



Authorised Signatory

Agreement or otherwise required by law, all of which shall be conditions precedent without which the Developer shall not be under any obligation to handover possession of the Apartment.

On and from the Possession Date:

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.

EDEN ELEMENTS LLP



Authorised Signatory

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

**EDEN ELEMENTS LLP**



**Authorised Signatory**

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 of 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) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

**Taxes**

EDEN ELEMENTS LLP

  
Authorised Signatory

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.

**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

EDEN ELEMENTS LLP

  
Authorised Signatory

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.

**EDEN ELEMENTS LLP**

  
Authorised Signatory

**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

EDEN ELEMENTS LLP

  
Authorised Signatory



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:

EDEN ELEMENTS LLP

  
Authorised Signatory

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.

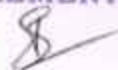
### THE SCHEDULE 'A' ABOVE REFERRED TO THE SAID PREMISES

ALL THAT Piece and Parcel of land admeasuring **110 Kattah 02 Chattak 34 Square Feet** Situate lying at Mouza – Hariharpur, Pargana – Medanmalla, R. S. No. 185, Touji No. 250, J.L. No. 11, Police Station - Baruipur, District 24 Parganas South, West Bengal under Hariharpur Gram Panchayat, mentioned in detail herein below:

R.S./L.R. DAG NOS.	LAND AREAS	L. R. KHATIAN NOS.
394	15 Kattah 02 Chittaks	5612 to 5631, 5647 to 5716
396	12 Kattah 05 Chittak 21 Sqft.	
393(P)	12 Kattah 01 Chittaks 27 Sqft.	384-6418, 6424-6428,6432-6444,6452,6609-6613,6617-6624,6627-6632,6634,6639-6650, 6652,7054-7056
366	70 Kattah 09 Chittak 31 Sqft	4831-4836,4838-4839,4841,4869,4871-4875, 4881,4886,4888-4900,4902,4904-4905, 4915-4917,4920,4923,4939,5986-6005,6019-6044, 6066,6068-6071
<b>Total</b>	<b>110 Kattah 02 Chittak 34 Sqft</b>	

together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and butted and bounded as follows:

EDEN ELEMENTS LLP



Authorised Signatory

- ON THE NORTH : Land of R. S. Dag No. 389, 391, 392(P) of Mouza - Hariharpur  
 ON THE SOUTH : Land of R. S. Dag No. 365 of Mouza – Hariharpur &  
 Land of R. S. Dag No. 100,102 of Mouza – Dihimedanmalla and  
 7.5 Mtr. Wide Municipal Road  
 ON THE EAST : Land of R. S. Dag No. 395, 391 of Mouza – Hariharpur  
 ON THE WEST : Land of R. S. Dag No. 370 of Mouza – Hariharpur &  
 Land of Present owners.

**Latitude/ Longitude of the end points of the Project**

Latitude - \_\_\_\_\_ " N

Longitude - \_\_\_\_\_ " E

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

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


ALL THAT the Residential Flat/Unit in or portion of the New building being UNIT/ FLAT NO. '—' on the — (—) FLOOR, containing by admeasurements a 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 ROOPKATHA" 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 Schedule – 'D' hereunder written attributable to the said Unit AND TOGETHER WITH proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the Schedule – a' hereinabove written attributable to the said Unit.

**THE SCHEDULE 'C' ABOVE REFERRED TO**

**(Common Parts and Portions)**

**Part - I**

EDEN ELEMENTS LLP

  
 Authorised Signatory

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

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

**Part – II**

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

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

**Part - I**

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

EDEN ELEMENTS LLP



Authorized Signatory

- fixtures.
4. Electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
  5. Windows/doors/grills and other fittings of the common area of the premises.
  6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
  7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
  8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
  9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
  10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
  11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
  12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
  13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.
  14. Toddlers Play Room.
  15. Gymnasium.
  16. Indoor Games Area.
  17. Community Hall.
  18. Swimming Pool with Baby Pool.

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

<b>Structure</b>	: RCC-framed structure with anti-termite treatment in foundation. Cements used: <b>Ambuja, OCL, Lafarge, Ultratech, Birla, ACC, Ramco, Emami*</b> .
<b>Brickwork</b>	: Eco-friendly, premium brickwork with <b>Autoclaved aerated concrete (AAC)</b> blocks used for better quality, thermal insulation.
<b>Elevation</b>	: Modern elevation, conforming to contemporary designs.
<b>External Finish</b>	: Paint by certified <b>Nerolac/Asian Paints/Berger</b> applicator*, and other effects

**EDEN ELEMENTS LLP**  
  
Authorised Signatory

- 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). Large Aluminium Windows in Living Room Balcony.
- Flooring** : Vitrified tiles in bedrooms / living / dining / kitchen.  
Granite Counter in kitchen. Premium Ceramic tiles in toilets.
- Kitchen counter** : Granite slab with stainless steel sink.  
Wall tiles up to 2 (two) feet height above counter.
- Toilets** : Hot and Cold-water line provision with CPVC\* pipes.  
CP fittings including **Health Faucet\*** of **Essco/Jaquar/Parryware/Cera/Bell/Hindware\***.  
Dado of ceramic tiles up to door height.  
Sanitaryware with **EWC with cistern** and basin of **Essco/Parryware/Cera/Bell/Jaquar/Hindware \***.  
Pipes of **Supreme/Skipper/ Oriplast/Tata Wondra\***
- Elevator** : Passenger Lifts of **Kone / Adams/Jhonson\***.
- Electricals** : a) Concealed **Polycab/Havells/RR Kabel/Rajnigandha/Gloster\*** copper wiring with modular switches of **Anchor Roma/Schneider Electric/ RR Kable/ Havells/Kolors\***  
b) TV port provision in Living room and Master bedroom.  
c) Telephone point in Living room & Master Bedroom.  
d) Two Light Points, one Fan Point, two 5A points in all bedrooms.  
e) One 15A Geyser point and exhaust fan point in all toilets.  
f) One 15A & one 5A points and exhaust fan point in kitchen.  
g) One 5A Refrigerator point.  
h) One AC point each in master bedroom & Living/dining.  
i) One washing machine point at the balcony.

EDEN ELEMENTS LLP  
  
 Authorised Signatory

- j) Modern MCBs and Changeovers of **Havells/HPL/Schneider Electric\***
- Water Supply** : Underground and Overhead water storage tanks of suitable capacity of water supply.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 500 W for 1 bedroom flats, 750 W for 2 bedroom flats and 1000 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 SCHEDULE – 'F' ABOVE REFERRED TO**  
**(Maintenance Charges)**

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

**EDEN ELEMENTS LLP**

  
Authorized Signatory

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

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

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


**THE SCHEDULE – 'G' ABOVE REFERRED TO:**

**(Extra Charges & Deposits)**

- 1) The full amount of Security Deposit and other costs payable to the CESC/ WBSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC for the electric meters for maintenance running and operating any common area or installation.
- 2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same .
- 3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.
- 4) Costs charges and expenses for formation of the Association as mentioned hereinabove.
- 5) Betterment fees, development charges and other levies GST and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.
- 6) In addition to the Extras and Deposits the allottee shall also deposit and / or keep deposited with the Co-owner/ Developer /their nominee/Facility Management Company a sum as mentioned in hereinabove towards Security Deposit. The said fund will remain in deposit with the Developer to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SCHEDULE – 'F' hereinabove written) in terms hereof. The said Security Deposit money shall not bear any interest and the said amount will be transferred by the Co-owner/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.
- 7) Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit as mentioned in clause hereinabove.
- 8) In addition to the aforesaid Extras and Deposits the allottee shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing GST/ Service Tax Rates.

**THE SCHEDULE – 'H' ABOVE REFERRED TO:**

**EDEN ELEMENTS LLP**

  
Authorized Signatory



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

EDEN ELEMENTS LLP



Authorised Signatory

Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Developer differs from the colour Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

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

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

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

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

Not to keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any 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

EDEN ELEMENTS LLP



Authorised Signatory

substances.

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

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

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

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

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

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

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

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

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.

EDEN ELEMENTS LLP  
  
 Authorised Signatory

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

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

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

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

**THE SCHEDULE – 'I' ABOVE REFERRED TO:**

**[Mutual Easements]**

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,

EDEN ELEMENTS LLP

  
Authorised Signatory

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 all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

\_\_\_\_\_  
**SIGNATURE OF THE PROMOTER/DEVELOPER**

2.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR/CO-OWNERS**

**EDEN ELEMENTS LLP**

  
**Authorised Signatory**

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

---

**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

**EDEN ELEMENTS LLP**



**Authorised Signatory**

**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. _____/-
<b>TOTAL AMOUNT RECEIVED</b>		Rs. _____/-

**Witness:**

1.

2.

**EDEN ELEMENTS LLP**

  
Authorized 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 ROOPKATHA  
FLAT/UNIT NO. -----  
BLOCK - ----- (-----)  
FLOOR - -----

EDEN ELEMENTS LLP  
  
Authorised Signatory