



GENERAL TERMS AND CONDITIONS

Eden Real Estates Pvt. Ltd. (hereinafter referred to as the 'Company') offers three bedroom (3BHK) apartments in **EDEN CITY** located at Holding No. B1-90/A/1/New, Budge Budge Trunk Road, Ward No. 31, P.O. Sarengabad, Dist. 24 Parganas.(S) Pin -700 137, West Bengal, India.

1. TERMS OF OFFER:

EDEN CITY, is a "Residential Project" consisting of several towers of 'Ground + 15' storey and 'Ground + 7' storey with amenities as indicated herein. These are being offered for allotment under following terms and conditions:

2. WHO CAN APPLY?

A. Any person of the age of majority competent to buy any property.

To be eligible, the applicant(s) must enclose the following documents: (i) Passport size photograph of the Applicant(s) /Registration Certificate in case of Company / Firm (ii) Identity Proof of signatory (ies) in the application. (iii) Residence proof of the Applicant(s). (Address Proof in case of Company / Firm)

B. Joint application by only one person is permitted if the applicants are members of the same family, which includes spouse, dependent parents and dependent children.

C. Other Entity (ies), which may be a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation along with a Board Resolution for a Body Corporate or copy of Registration Certificate along with Authorization letter of the Signatory (ies) for Entity (ies) other than a Body Corporate is required).

3. APPLICATION PROCEDURE:

A. A person intending to acquire an apartment will have to apply in the prescribed Application Form contained in the Application Kit. It is important that care is taken by the applicant to go through the terms and conditions herein, before filling in the Application Form.

B. The completed Application form duly filled and signed by the applicant(s) along with the bank draft/pay order/ account payee cheque drawn in favour of "**Eden Real Estates Pvt. Ltd. Escrow Account**", payable at Kolkata for the amount of application money as shown in the Price & Payment Schedule (annexed separately), contained in the Application Kit.

4. ALLOTMENT SCHEME/PROCEDURE:

The apartments will be allotted on the basis of first come first served basis within 7 (Seven) days from the date of receipt of applications after final inspection of the Application and other documents as may be submitted by the Applicant.

5. SCRUTINY, REJECTION AND REFUNDS:

Applications remaining incomplete or deficient in any respect and/or not accompanied by the required remittance is liable to be rejected at the sole discretion of the Company. Applications containing information known to the applicant, as false, are liable to be summarily rejected and allotment shall stand cancelled at any point of time, even after the allotment has been made. Upon such cancellation, all the amounts paid will be refunded without any interest but after deduction of applicable service charges and consequential GST, hereafter mentioned.

6. WITHDRAWAL OF APPLICATION/CANCELLATION OF ALLOTMENT:

Upon withdrawal/ cancellation of the booking by the Allottee(s), before issuance of allotment letter, the money paid by the allottee (s) shall be refunded to the Applicant without any interest and after deduction of Rs 25,000/- (Rupees Twenty Five Thousand only) of the Application Money, plus applicable GST thereon, towards service charges. The Allottee(s) hereby agrees/ agree to such interest-free refund and the deduction by the way of service charges and further agrees/agree not to raise any objection for deduction of service charges. In addition to service/ cancellation charges, statutory deductions, including applicable GST and others, on such cancellation, will also be borne by the allottee. All monies paid by the Company on behalf of the Allottee(s) prior to such withdrawal/cancellation shall be non-refundable. Applicants are free to withdraw their application and cancel their booking at any time even after issue of allotment letter, but before the possession of the apartment is made over. In that event the total deposit of installment paid by the allottee will be refunded without any interest and after deduction of service charge of 15% (Fifteen percent) of the property value (Flat cost + Car Parking Charges) + other dues + applicable GST on service charges and the entire sum of GST paid on behalf of the allottee by the Company. Any applicable GST paid by the Company on behalf of the Allottee(s) will not be refunded and would be adjusted against such refunds made. All such refunds to residents and Non-Residents Indians (NRI) / Foreign citizens of Indian Origin shall, however, be made in Indian Rupees within 90 days from the date of issuance of the cancellation letter. It is clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment on any grounds whatsoever.

7. PRICE & PAYMENT SCHEDULE:

A. **Under Down Payment Plan** – Price indicated in the Payment Schedule (annexed separately) under Down Payment Plan is firm and non-escalable. This plan requires 100% (one hundred percent) payment of the Price within 30 days from the date of allotment. The discount provided for the Down Payment Plan shall be decreasing progressively from the date of launching of the Project and gradually become NIL with the progress of time.

B. **Under Installment Payment Plan** - Price indicated in the Payment Schedule (annexed separately) under Installment Payment Plan is firm and non-escalable. This plan requires payment of allotment money and respective installments as indicated in the said schedule.

Prices in the above plans (7A & 7B) are exclusive of any GST which may be leviable by any appropriate authorities, both present and future, as may be applicable, shall be separately charged and recovered from the allottees.

Applicants are required to indicate their preference of the payment plan in the application form.

On selection of the payment plan, the applicant shall continue to pay the agreed price in the manner mentioned in the payment plan, time being the essence of the contract. The applicant agrees and covenants not to claim any right or possession over and in respect of the said Apartment and Appurtenances till such time the applicant has paid the entire agreed price along with the Other Charges agreed to be paid or deposited under this Agreement.

8. DELAY IN PAYMENT & CANCELLATION:

It shall be incumbent on the allottees to comply with the terms of payment in respect of the apartments, parking spaces and any other sums payable under the General Terms & Conditions. Timely payment shall be the essence of each transaction. Payment of allotment money is required to be made within the stipulated due date as mentioned in the allotment letter. No extension of time will be allowed for payment of allotment money. In case allotment money is not paid within

the due date, the Company reserves the right to cancel the allotment without any reference to the allottee, and the application money would be refunded after deduction of the service charges of 15% (Fifteen percent) of the property value (Flat cost + Car Parking Charges) + other dues- + applicable GST on service charges and the entire sum of GST paid on behalf of the Allottee by the Company. The Allottee(s) agrees/ agree to make payment of the price and / or the installments on the due date in the manner mentioned in the provisional Allotment Letter. Any delay beyond the due date will attract interest @ 18% (Eighteen Percent) p.a. for the entire period of delay or up to the date of cancellation as the case may be. Part payments will not be accepted after the due dates. Any payment made would be first utilized by the company towards recovery of GST dues from the allottee(s) before carrying out adjustments against other dues. Unless, it has been waived or concessions given in writing, the Company reserves the right to claim interest on delayed payment till the possession is handed over to the allottee for any period of delay made at any point in time. In case of any delay the Company reserves the right to cancel the Allotment, without any reference to the allottee. At such cancellation, out of total deposit or installments paid by the Allottee 15% (Fifteen percent) of the property value (Flat cost + Car Parking Charges) + other dues + applicable GST on service charges will be deducted by way of service charges in addition to GST paid by the Company hereinbefore mentioned. Thereafter overdue interest for the delay in payment of dues till the date of cancellation, would be recovered along with applicable GST thereon and the balance amount will be refunded to the Allottee without any interest on the amount paid by the allottee towards the property. All payments received will be first applied towards applicable GST, applicable interest and other sums, if any due, and thereafter towards the principal amount against flat and car parking charges. On such cancellation, the allottee shall have no right, title, lien, claims or demands whatsoever against the allotted Apartment, Parking space and allied facilities. If any of the payments by drafts/pay orders/cheques made by the Allottee is dishonoured for any reason whatsoever, the Company shall at its option be entitled either to cancel the Allotment and refund if any, all payments made by the Allottee without interest, after deducting the service charges @ 15% (Fifteen percent) of the property value (Flat cost + Car Parking Charges) + other dues + applicable GST on service charges and the applicable GST amount and amount of Bank Charges and applicable GST for each such dishonour of drafts/ pay orders/ cheques as may be decided by the Company to be paid forthwith on demand.

9. POSSESSION:

The Company shall make its best endeavour to deliver possession of the apartments to the allottees within estimated 42 (Forty Two) months from the date of commencement of construction of each Tower plus a grace period of 6 (Six) months.

All the above delivery is however subject to:

- (a) Receipts of all payments as stipulated in Allotment Letter no [●] dated [●] on due dates.
- (b) Receipts of all other charges due and payable on due dates
- (c) Receipts towards Stamp Duty, Registration charges and any other Statutory charges and GST, as applicable under the law and
- (d) Fulfillment of all the provisions of "General Terms and Conditions"

The Company shall give notice ("notice of possession") to the Allottee regarding the date on and from which the Company will start effecting possession of the Apartments. The Allottee shall be required to take possession in person or through agent or attorney, who holds a Registered Power of Attorney on behalf of the Allottee, within 45 (Forty Five) days from the issuance of "notice of possession", failing which it shall be deemed that possession of the Apartment has been deemed to have been delivered by the Company to the Allottee(s) and allottee(s) has accepted possession of the apartment. The Allottee of the Apartment will be liable to pay municipal and all other GST, duties and impositions including maintenance charges as might be payable in respect of such Apartment from the date of delivery of possession or deemed possession to the Allottee. After taking physical possession or deemed possession of the Apartment, the Allottee shall not be entitled to put forward any claim against the Company in respect of any item of work in the said Apartment which may be said not to have been carried out or completed. The Allottee(s) agrees/agree that the time as stipulated for delivery of the possession of Apartment to the Applicant, as stated in clause 9 above is subject to (a) "force majeure" which inter-alia includes delay on account of non-availability or irregular availability of essential inputs, other building materials, or water supply or sewerage disposal connection or electric power or slow down or strike by contractors/ construction agencies employed/ to be employed, litigation or civil commotion or by reason of war, or enemy action or earthquake or any act of God, delay in certain decision/ clearance from statutory bodies or any notice, order, rules or notification of the government and / or Authority or mob violence, political disturbance which will compel the Company to stop construction and upon happening of any of the aforesaid events, time of delivery of possession shall be automatically extended for the period during which construction could not be made by the Company for the reasons stated above and (b) circumstances beyond the control of the company. The physical measurement of the Apartment and other area will be decided by the Architect and the same shall be final and binding on the Allottee(s).

10. COMPENSATION FOR DELAY IN POSSESSION:

If the Company fails to deliver possession of the apartments to the allottees within the stipulated time (subject to the provisions as contained in clause 9 above except in cases where delivery of possession has been withheld by the Company on any of the grounds or reasons stated in these General Terms and Conditions) and the Allottee has made all payments within the due dates, then it shall pay compensation to such allottees of the apartment effective from the scheduled date of possession, till actual date of the delivery of possession of the apartments @ 0.1% of the amount paid by the buyer towards apartment price per month. However, the primary criteria for payment of compensation by the Company is regular and timely payment of dues by the buyer, failing which compensation shall not be paid by the Company.

11. CAR PARKING/TWO WHEELER PARKING SPACES:

A limited number of Parking spaces are proposed to be provided within the Complex. Applicants are required to indicate their requirement for two wheeler or car parking space (either open, semi-covered or covered) in the application form. Car Parking Spaces will be provided only to the allottees if they have opted for the same. Each allotted parking space will entitle the allottee the right to park only one vehicle. In case of transfer of apartment, the right to use the parking space shall be automatically transferred along with the apartment. The right to use the parking space under no circumstance is separately transferable. This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided. The total number of available car parking spaces will be determined at the time of completion of construction of the complex. In case the applications for allotment of parking spaces are more than the number of parking spaces available for allotment, the allotment will be made on the first-cum-first-served basis depending on the submission of the application form. Once the available parking spaces are booked, no further applications for allotment of parking spaces would be accepted. Earmarking of specific car parking spaces will be done in due course. If, after the above allocation some un-allotted car parking spaces are available, they will be offered to Allottees desiring additional car parking space on first-cum-first-served basis. The applicant, however, will be required to accept the decision of the company as final and binding. Un-allotted parking space, if any, shall continue to remain the property and in possession of the Company. It shall be the Company's sole discretion to allot/ use these un-allotted parking spaces as it may so decide. The total number of available parking spaces will be determined at the time of completion of the Complex.

12. DIESEL GENERATOR POWER BACKUP:

Provision has been made for the installation of Diesel Generator (DG) for power backup to run the basic facilities including individual Apartments at the complex. The DG will be operated initially by the Developer and subsequently by the body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. Applicants shall be provided DG power at their Apartment as per scheme to be formulated by the Company and at additional charges to be paid at the time of payment of possession dues, plus applicable GST.

13. TRANSFER OF ALLOTMENT AND TRANSFER FEE:

At any time before registration of transfer documents in favour of the Allottee, an Allottee may transfer his right of allotment under the Allotment Letter in favour of any other person, subject to meeting the following conditions: (a) A transfer fee amounting to 5% (Five percent) of the total price of the Apartment inclusive of Parking space is paid to the Company along with applicable GST. In addition, the Allottee shall pay an additional documentation charge of **Rs 10,000/- (Rupees Ten Thousand only)** to the Company along with applicable GST for effecting such transfer. However, no transfer fees shall be payable in case of a transfer to the spouse/children/parents of the Allottee. (b) The Allottee has paid all amounts due to the company as and when called for as per the Payment Plan Schedule. (c) Payment of interest for delayed installment payments, if any (d) No transfer will be allowed up to a period of **18 (Eighteen)** months from the date of issuance of the Allotment letter. Transfer of apartment after the Company has executed the deed of conveyance of the apartment in favour of the allottee shall not be governed by this clause.



14. THE CLUB:

The Company proposes to set up a "Club". The membership is open to the Allottee(s) of the apartments and all Allottee(s) shall have to be a member of this Club by paying prescribed Membership fee and Subscription fee as mentioned below and in accordance with the Rules and Regulations of the Club. Membership is non-transferable only after physical possession and handover of the Flat is carried out by the Company at which time it will be guided by the rules framed by the Club. However, if the transfer of the Flat takes place prior to physical possession (adhering to the terms applicable for such transfer), the membership to the Club would automatically stand transferred in favour of the transferee. Members may bring in guest on payment of guest fees and charges as per Club rules. In the event of sale/transfer of an apartment from the original Allottee(s) to another person, after handover of possession to the original Allottee, the membership of the original Allottee [or occupier in case of Allottee being other than, individual(s)] may stand terminated, under the guidelines/rules of the Club. The new occupier will be granted a fresh membership at the then applicable terms and as per rules and regulations of the Club then in force.

The allottees shall have to become a member of the Club on the following terms:

(a) Membership Fee (non-refundable) (Payable at the time of allotment & possession): **Rs 51,000/- plus applicable GST**

(b) Subscription for the 1st two years (Payable in advance on or before the notice of possession): **Rs 24,000/- plus applicable GST**

The Membership Fees (non-refundable) shall be appropriated by the Company towards the consideration for providing the Club and the allottees at no time shall be entitled to claim any refund of the membership fees, on any grounds, whatsoever. The membership will entitle entry and usage of the Club facilities to the member, his/her spouse and dependents, as per the rules and bye laws of the Club. The annual subscription for maintenance and management of the Club, shall be payable to the Company or its nominee in advance for the first 24 months of operation of the Club. Surplus or deficit, if any, arising out of the operation of the Club, shall be on account of the Company. Annual subscription for 3rd year onwards would depend on the actual level of expenses incurred in the 1st. two years and accordingly gets billed in due course of time.

15. DOCUMENTATION:

- A. It will be Company's endeavor to execute and register the Deed of Conveyance in respect of the apartments within the Complex in favour of the Purchaser before/during handing over possession of the apartment. The Deed of Conveyance will be drafted by the Advocates of the Company. No request for any changes, whatsoever, in the Deed of Conveyance will be entertained.
- B. The Allottees will be required to pay, on demand, to the Company or to the Concerned Authorities, as may be so decided by the Company, the applicable stamp duty, registration charges and any other statutory charges for registration of the Deed of Conveyance of their respective apartments.
- C. In case, the Company is ready and willing to execute and register the deed of conveyance before handing over possession of the apartment and the Allottee fails or neglects to get the deed of conveyance registered within the date notified, physical possession of the apartment to the Allottee may be withheld by the Company and a **penalty of Rs 2,000/- per month will be recovered by the Company from the Allottee till the month in which the registration of the deed of conveyance is completed**. The Company may exercise its right to cancel the allotment in case the Allottee fails to have the conveyance deed registered within one year from the date notified to the Allottee. Upon such cancellation, the amounts received from the Allottee will be refunded without any interest but after deduction of applicable service charges as stated in Clause 8 above.

In the event that after the handover of possession, the Allottee intends to carry out a Resale of the property booked in his/her name, subject to fulfillment of all other conditions of transfer of property laid down as above, the new Allottee to such Resale transaction would have to mandatorily carry out registration of the deed of conveyance simultaneously with the process of transfer and not keep the conveyance process in abeyance to be carried out at a later date.

- D. Each Allottee will be required to pay to the Company documentation charges amounting to **1% of the total price of the apartment and consideration for grant of right to use the Parking space plus applicable GST** to facilitate the execution and registration of the Deed of Conveyance.
- E. After issuance of the allotment letter any subsequent changes/ amendments/ modifications effected in the clauses of the Allotment letter issued to the Allottees, based on requests for such changes/ amendments/ modifications of any nature whatsoever, received from time to time - necessitating change in the documentation process, may be entertained at the discretion of the company on payment of an extra charge of **Rs.2,000/- on each such instance**. GST would be levied on such charges extra at the applicable rates. Such sums would have to be paid separately to the company, before carrying out any such change.
- F. A Declaration cum Indemnity Bond would be required to be executed by the allottees, on stamp paper, duly notarized, for enabling the company to carry out ongoing construction activities.

16. COMMON AREAS & FACILITIES:

Common Expenses: The Common expenses that are incurred for day-to-day maintenance of the common areas & facilities include the following:

- Supply, operation & maintenance of common utilities
- Electricity consumed for operation of common lighting, machineries & equipments of the Buildings/Complex, road network, STP, etc.
- Maintaining, operating, replacing, repairing, painting, decorating, re-constructing and renovating the Common Portions, road network, STP, etc.
- Running & operating all machineries, equipments and installations comprised in the Common Portions including Lifts, Diesel Generators, changeover switch, pump and other common installations including their license fees, GST & other levies and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network
- Operating and maintaining the Fire-Fighting equipments, ancillaries and personnel
- Municipal Tax, Land Revenue, Surcharge, Water Tax and other levies in respect of the said Building and the said Complex
- Salaries of and all other expenses on the staff to be deployed for the Common Purposes, viz. Manager, Back-office staff, Security personnel, Liftmen, Sweepers, Housekeeping staff, Plumbers, Electricians, Gardeners, etc. including their perquisites, bonus and other emoluments as stipulated by the Regulatory authorities.
- All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions

The Common areas and facilities of the Complex shall be handed over to a body of the owners to be formed in accordance with the applicable Acts, Rules and Bye Laws. All the allottees are required to complete the formalities of becoming a member of such body and also to comply with the Rules and Regulations for their membership of the said body as instructed by the Company. The Company shall notify the detailed scheme to the allottees at the appropriate time so as to enable them to comply with the requirements of law. The Company shall by itself or through its nominated agency maintain the common areas and facilities till such time the common areas and facilities of the complex is handed over to a body of the owners. For the first **2 (Two) years**, the Allottees shall be required to pay to the Company before taking possession of the apartment @ **Rs 2.50/sq ft of saleable area per month plus applicable GST** towards maintenance charges of the common areas. Any surplus/deficit arising there from shall be on account of the Company. Upon expiry of aforesaid period of first 2 (Two) years you will be required to pay the maintenance charges on the basis of applicable rates prevailing at that point in time. Electricity/Fuel charges incurred for maintenance of the common areas would be charged separately to the Allottees based on actual consumption, not included in the pre-determined "per Square feet" rate, along with applicable GST thereon. On completion of all construction activities, management and maintenance of common areas shall be handed over by the Company to the body formed by the members, which shall thereafter be responsible for maintenance of common areas and facilities.



17. OTHER CHARGES:

Caution Deposit: Every Allottee shall pay a caution deposit of **Rs 35,000/-** in case of 3 BHK Apartments. The Company reserves the right to utilize this deposit to adjust any legally realizable dues from the allottee on account of maintenance charges or club subscription or electricity charges or any other charges/deposits relating to maintenance and/or electricity supply or any other unforeseen statutory levy. The deposit, after adjustment of dues, if any, will be refunded by the Company to the body formed by the members, without any interest at the time of handing over the maintenance and management of the Complex.

Electrical Infrastructure cost & Security Deposits: Deposits paid by the Company to CESC Ltd. (CESC) for common meters of respective Towers, would be recovered from the Owners' Association, once formed and adjusted against Caution Deposit payable to the Association, indicated above.

The requisite amount paid by the Company to CESC Ltd. (CESC) and/or other agencies for providing requisite infrastructure along with related costs for providing electricity back-up power to the premises for the residents including the common facilities and amenities shall be borne and payable by the allottees in proportion of the saleable area of their respective apartments. The Company shall be entitled to recover such payments made including deposits from the allottees, at rates to be intimated to them before handing over possession of the Apartments, plus applicable GST.

Formation of Association charges: Every Allottee shall pay a sum of **Rs 2,000/- (Rupees Two Thousand only)** plus applicable GST, towards costs to be incurred for the formation of the Residents' Association. The Company shall recover such sums at the time of collecting the possession dues.

18. GENERAL:

- (a) It is understood that the applicant has applied for allotment of apartments with full knowledge of all the laws/notifications and rules applicable to the project area including General Terms and Conditions herein contained, which have been fully understood by the applicant(s). It is further understood that the applicant has fully satisfied himself/herself about the right, interest and/or the title of the Company in the project land on which the apartments will be/are being constructed.
- (b) Applicant has understood that apartment can be used only for residential purposes and for no other purposes.
- (c) The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as Company may require in the interest of the Complex and Apartment Owners. In case of Joint Allottees, any document signed/accepted/ acknowledged by any one of the allottees shall be binding upon the other Allottee.
- (d) The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and will remain so till such time a formal Deed of Conveyance is executed and registered in favour of the allottees for their respective apartments. However the provisional allotment shall be subject to timely payment of the total price and all related dues to the Company.
- (e) The Company reserves the right to create mortgage/ charge over and in respect of Complex to secure finance to be obtained by the Company from any Bank, Financial Institution or any person or company. However, on or before the execution and registration of the Deed of Conveyance, the apartment will be free from all encumbrances, charges, liens, attachments, lispendens.
- (f) The Company will have the right to decide which block/building to construct first. All the buildings may not be constructed simultaneously. The layout, landscaping, pathways, connectors and building plans, specifications of the building(s)/Complex and the apartment(s) as shown in the accompanying brochures are tentative and are subject to variation. The Company may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion deem appropriate and fit or as may be directed by any competent authorities. Such alterations may include change in location, increase or decrease in the area of the Apartment, number of Apartment(s), floors, buildings or towers. No complaint regarding design, layout and accommodation shall be entertained by the Company.
- (g) In the event of paucity or non-availability of any material/article, the Company may use alternative materials/article of similar quality. Decision of the Company on such changes shall be final.
- (h) The Allottee further acknowledges and accepts that EDEN CITY, Maheshtala is being developed in several phases and the Allottee shall not raise any objection and impediment to the same or to the sharing of the common areas, facilities and benefits with the other buyers/lessees/licenses/ occupants in such manner as the Company shall determine. The Allottee accepts that the common areas, infrastructure and facilities of EDEN CITY, Maheshtala may not be complete and/or operational as on the date of possession referred to herein.
- (i) The Company will not entertain any request for modifications in the internal layouts, fittings/floorings, etc. of the apartment and also in the exterior facades of the building. No reimbursement or deduction in the value of the apartment shall be considered by the Company in case the allottees want (with prior written approval/consent of the Company) to do some works/ install some different fittings/ floorings, etc. on his/her own within the apartment and request the Company not to do such work/ install fittings/floorings, etc. within the apartment.
- (j) No request for any discount on any account whatsoever will be entertained by the Company.
- (k) After delivery of physical possession or the deemed date of possession, whichever is earlier, the allottee shall be liable to pay to the Company / any other appropriate authorities on demand all rates, GST, levies, deposits including security deposit pertaining to the apartment wholly and for the common areas proportionately.
- (l) The Terms and Conditions contained here shall be deemed to form part of the Application made by the intending Allottee and all Allotments shall be strictly subject to these Terms and Conditions. The contents of the accompanying brochures, leaflets and inserts, **EXCEPT** the Application Form along with the General Terms and Conditions contained in the application kit, are not legal documents and are for information only, and all designs, measurements, specifications mentioned and stated therein are tentative and subject to changes at the sole discretion of the Company and cannot be challenged by the allottees.
- (m) All correspondence will be made with applicants at the 'correspondence address' on the Company's record initially indicated in the Application Form, unless changed. In case there is a joint allottee, all communications shall be sent by the Company to the allottee whose name appears first and at the address given by him / her for mailing which shall, for all purposes, be considered as served on both the Allottees.
- (n) The Company may at its sole discretion change, add, delete, alter or relax any of the terms and conditions stated herein and also information/ contents in the accompanying brochures and leaflets/inserts.
- (o) Notwithstanding anything contained herein, in the event that any of the provisions contained in the General Terms and Conditions are contradictory to those contained in the Conveyance Deed, the provisions contained in the Conveyance Deed shall prevail and be binding on the Allottee/s.



19. JURISDICTION AND ARBITRATION:

The acceptance of Allotment letter by the Allottee shall be subjected to these terms and conditions and shall be binding on both the parties, and the legal relationship between the Allottee and the Company shall be governed by the laws of India and all disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Kolkata.

All disputes or differences relating to or arising out of or in connection with the Allotment read with the terms and conditions contained herein, shall be mutually discussed and settled between the parties, failing which the matter shall be referred to the sole arbitration of the Director of the Company, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, whose decision shall be final and binding upon both the parties.

DECLARATIONS:

I / We solemnly declare that:

- a. I/We have read and understood the General Terms and Conditions and agree to abide by them.
- b. I/We also undertake to comply with all the terms and conditions of the Allotment letter to be issued by EREPL and accepted by me/us.
- c. All the above information furnished by me / us are true to the best of my / our knowledge and belief and nothing relevant has been concealed or suppressed.
- d. I/We undertake to inform EREPL in writing, any changes in particulars furnished in this application that may occur in future.
- e. I/We understand that EREPL reserves the right to allocate different flat(s) with mutual consent, reject any special requests made by me/us or reject this application for allotment of apartment without assigning any reason and refund the money to me/us as per terms and conditions stated in the 'General Terms and Conditions'.

Signature of Sole Applicant / First Applicant/ Authorised Signatory / Karta of HUF	Signature of Joint Applicant
Date:	Date:
Place:	Place:

Note: Please affix Seal in case the applicant is a Company/Firm)

Signature of the representative of the Company/ Marketing agency:	
Name:	
Marketing Agency:	
Date:	