

GENERAL TERMS AND CONDITIONS

Eden Real Estates Pvt. Ltd. (hereinafter referred to as the 'Company') offers Two Bedroom (2BHK) 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 21 (twenty one) 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. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter and the same within the stipulated time as mentioned in the Payment Plan mentioned in Schedule hereunder and the same through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

6. Cancellation by Allottee :

The Allottee shall have the right to cancel/ withdraw his allotment/booking in the Project and the cancellation charge as mentioned below:

- a) Pre-allotment letter: Rs. 50000/-+ Applicable Tax.
- b) Post allotment letter: Rs.1,00,000/- + Applicable Tax.

Provided that where the allottee proposes to cancel/withdraw from the project after issuance of allotment letter without any fault of the promoter, the promoter herein shall be entitled to forfeit the booking amount and applicable tax paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7. PRICE & PAYMENT SCHEDULE:

A. **Under Down Payment Plan** (if applicable) – 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 21 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:

A) 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 prescribed in the Rules of West Bengal Housing Industry Regulation Act 2017

B) In case or Default by Allottee under the condition listed above continues for a period beyond 03(Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to it by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated; Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

9. POSSESSION:

The Company shall make its best endeavour to deliver possession of the apartments to the allottees on September, 2020 plus a grace period of 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"

Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before March, 2021, 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, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("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.

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 as provided in the West Bengal Housing Industry Regulation Act 2017

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 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 has built a "Club" The membership is open to the Allottee(s) of the apartments and all Allottee(s) may 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 & non-transferable) (Payable at the time of allotment & possession): **Rs 50,000/- plus applicable GST**

(b) Subscription for the 1st. Year (Payable in advance before possession): **Rs 12,000/- plus applicable GST**

The Membership Fees (non-refundable & non-transferable) 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 12 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 2nd year onwards would depend on the actual level of expenses incurred in the 1st. year and accordingly get 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. 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.
- D. 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 25,000/-** in case of 2 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 as the 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/licensees/ 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:

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.

DECLARATIONS:

I / We solemnly declare that:

- I/We have read and understood the General Terms and Conditions and agree to abide by them.
- 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.
- 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.
- I/We undertake to inform EREPL in writing, any changes in particulars furnished in this application that may occur in future.
- 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:	