



**Business / Service Details**

Occupation  Annual Income Rs.

Designation

Company Name

Address 1

Address 2

City / State  Pin code

Telephone No.   Fax

**2. Joint Applicant Personal Details:**

**Personal Details:**

Name Mr. /Ms.   
First Name Middle Name Last Name

Father's / Husband's Name

Date of Birth     Nationality   
m m d d y y y y

Mobile No.  Resident Status (Resident / NRI etc.)

Income Tax / PAN / GIR No.  Passport No.   
(To be filled- in by non-residents / NRIs only)

Relationship with 1<sup>st</sup> Applicant

**Occupation Details**

Occupation  Annual Income Rs.

Designation

Company Name

Address 1

Address 2

City / State  Pin code

Telephone No.   Fax

**3. Financial Details**

Source of remittance of application money and Bank A/c No.   
(To be filled- in by non-residents / NRIs only)

Financial commitment plan: Own Funds  % Loan from Financial Institution  %

**B. FOR COMPANY / FIRM / HUF**

Company / Firm / HUF

Constitution Partnership  Pvt. Ltd. Co. / Limited. Co.  HUF

Registration No.

Income Tax / PAN / GIR No.

**Registered Office Address**

Address 1

Address 2

City / State  Pin code

Telephone No.1   Fax

Telephone No. 2   Mobile

**Correspondence Address** (If same as Registered Office Address, please leave it blank)

Address 1

Address 2

City / State  Pin code

Telephone No.1   Fax

Telephone No. 2   Mobile

E-mail

Represented by \*\*

Designation  Contact No.

*\*\* Please attach board resolution / Letter of Authority authorizing the person signing this document as the case may be.*

**Financial Details**

Name of the Banker with A/c No.

Financial commitment plan: Own Funds  % Loan from Financial Institution  %

**C. BOOKING PREFERENCE:**

Flat Details: Type  Tower  Floor  Flat No.  Rate

Parking Details:	Open	<input type="text"/>	No. of Unit (s)	<input type="text"/>	Rate	<input type="text"/>
	Basement	<input type="text"/>		<input type="text"/>		<input type="text"/>
	Ground	<input type="text"/>		<input type="text"/>		<input type="text"/>
	2 Wheeler	<input type="text"/>		<input type="text"/>		<input type="text"/>

Any special request(s) made:  
Subject to acceptance by the  
competent authority of Eden Real  
Estates Pvt. Ltd.[ EREPL]



## GENERAL TERMS AND CONDITIONS

(Under EMPOWER - your right to dream home scheme)

**Eden Real Estates Pvt. Ltd.** (hereinafter referred to as the 'Company') offers two bedroom (2BHK) and 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. MaheshTala, Dist. 24 pgs.(S) Pin -700141, West Bengal, India.

- 1. TERMS OF OFFER: EDEN CITY,** is a "Residential Project" consists 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 under 'EMPOWER-your right to dream home scheme':**
  - A. About the scheme: 'EMPOWER- your right to dream home scheme' (Hereinafter referred to as the 'Scheme'.) is floated by the Company in collaboration with its partner Bank/Financial Institution (Hereinafter referred to as the 'Bank'.) Under the scheme, the applicant will be required to pay as low as **15%** of its flat and car parking value to the Company alongwith other prescribed charges on allotment as the allotment money and enter into a home loan agreement with the partner Bank. The allottee will be required to start paying his Equated Monthly Installments (EMI) only after the company calls for possession. The Company will be raising its demand for payment of balance upto 85% to the Bank, who will directly disburse the same to the Company. The Pre-EMI for such disbursements will be paid to the Bank by the Company on behalf of the allottee. On completion of the construction, the Company will call for possession to the allottee with intimation to the Bank. Upon receiving the same the Bank will start charging EMI directly from the allottee.
  - B. A person intending to acquire an apartment under this Scheme will have to apply in the prescribed Application Form specially made for the Scheme 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. Under the Scheme, the applicant is required to fill up the home loan application form of the partner Bank within 07 days from the date of application.
  - C. 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.**", 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 serve basis within 15 (fifteen) 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, hereafter mentioned.
- 6. WITHDRAWAL OF APPLICATION/CANCELLATION OF ALLOTMENT:**

Upon withdrawal/ cancellation of the booking by the Alottee(s), 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 Thousands only) of the Application Money, 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, if any, on such cancellation will also be borne by the allottee. 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 10% (Ten percent) of the property value (Flat cost + Car Parking Charges). Apart from service charges, the entire Pre-EMI amount paid to the Bank on behalf of the allottee by the Company will be recovered from the allottee. However, if any allotment is cancelled due to refusal of the Bank for providing home loan to the allottee under the scheme, despite the applicant/allottee filling up the loan application form within 07 days from the date of application along with the relevant documents required by the Bank as per the checklist provided, the money paid by the allottee will be refunded without any interest after deduction of nominal service charges of Rs.0/- (Rupees Zero only.) All such refunds to residents and Non-Residents Indians (NRI) / Foreign citizens of Indian Origin shall, however, be made in Indian Rupees after making applicable deductions 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:**

Payment Plan – Price indicated in the Payment Schedule (annexed separately) is firm and non-escalable. Prices are exclusive of any taxes which may be leviable by any appropriate authorities. Taxes like Value Added Tax, Works Contract Tax, Service Tax, any other tax, both present and future, as may be applicable, shall be separately charged and recovered from the allottees.
- 8. DELAY IN PAYMENT:**

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 10% (Ten percent) of the property value (Flat cost + Car Parking Charges). The refund will be made in Indian Rupees after making applicable deductions within 90 days from the date of issuance of the cancellation letter. 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 @ 15% (Fifteen Percent) p.a. for the period of delay up to the date of cancellation. Part payments will not be accepted after the due dates. The Company reserves the right to cancel the Allotment, immediately on expiry of the said period of 2 (two) months, without any reference to the allottee. At such cancellation, out of total deposit or installments paid by the Allottee 10% (Ten percent) of the property value (Flat cost + Car Parking Charges), will be deducted by way of service charges hereinbefore mentioned and balance amount will be refunded to the Allottee without any interest. All payments received will be first applied towards

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. 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 10% (Ten percent) of the property value (Flat cost + Car Parking Charges), and amount of Bank Charges for each such dishonour of drafts/ pay orders/ cheques as may be decided by the Company to be paid forthwith on demand. However, under this scheme, delay in payment may only occur in case of other charges only since the allottee is required to give an irrevocable instruction to the Bank to disburse the Company the balance upto 85% as per the agreement between the Company and the Bank.

**9. POSSESSION:**

The Company shall make its best endeavour to deliver possession of the apartments to the allottees within estimated 36 (Thirty Six) months from the date of commencement of construction of each Tower, but however, not later than September 30, 2011 plus a grace period of six months subject however 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 taxes, as applicable under the law and
- (d) Fulfilment 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 30 (Thirty) 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 taxes, 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 "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. 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 of *force majeure* 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), then it shall continue to pay the Pre-EMI to the Bank on behalf of the allottee. It will also 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 allottee as his own contribution towards apartment price per month.

**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, basement 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. Unallotted 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 unallotted 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 at the complex. The DG will be operated 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 communicated at a later date.

**13. TRANSFER OF ALLOTMENT AND TRANSFER FEE:**

At any time before registration of transfer documents in favour of the Allottee, an Allottee is not allowed to transfer his right of allotment under the Allotment Letter in favour of any other person.

**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 Admission 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. 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, 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 may 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) Admission Fee (non-refundable) (Payable at the time of allotment & possession): Rs 50,000/-
- (b) Subscription for the 1<sup>st</sup>. Year (Payable in advance before possession): Rs 12,000/-

The Admission 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 admission 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.

**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 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. 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.

**16. COMMON AREAS & FACILITIES:**

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 for a period of 1 (one) year starting from the "Deemed date of Possession". For this period of one year, the allottees shall be required to pay to the Company before taking possession of the apartment a sum of Rs 20,000/- towards 2 BHK Apartments and a sum of Rs 30,000/- towards 3 BHK Apartments 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 one year, 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. CAUTION DEPOSIT:**

Every allottee shall pay a caution deposit of Rs 10,000/- in case of 2 BHK Apartments and Rs 15,000/- 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 electricity charges or any other charges/ deposits relating to maintenance and/or electricity supply. The deposit, after adjustment of dues, if any, will be refunded by the Company to the allottee without any interest at the time of handing over the maintenance and management of the Complex.

Deposit paid by the Company to CESC Ltd. (CESC) for providing electricity to common area and installation 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 deposits from the allottees. The exact amount recoverable from the allottee will be intimated to the allottee before handing over possession of the Apartments.

**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 purpose.
- (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) 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.
- (h) No request for any discount on any account whatsoever will be entertained by the Company.
- (i) 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, taxes, levies, deposits including security deposit pertaining to the apartment wholly and for the common areas proportionately.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) It is understood that the applicant is aware that under this scheme, he /she is required to give an irrevocable instruction to the Bank to disburse the Company the balance upto 85% of the amount payable towards his apartment and car parking charges and he will not raise any objection to the same at any given point in time.
- (n) It is also clarified that the applicant will be required to start paying his/her EMI once the Company call for possession to the applicant / allottee with an intimation to the bank. Upon receiving such intimation, the Bank will start charging EMI directly from the allottee.



**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 Managing 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 marketing agency:	  
Name:	 
Marketing Agency:	 
Date:	 