

AGREEMENT FOR SALE

This Agreement for Sale ("AGREEMENT") executed on this _____ day of _____,

BY AND BETWEEN

EPOCH GREENFIELDS PARKS DEVELOPMENT LIMITED (formerly known as **EPOCH GREENFIELDS IT PARKS DEVELOPMENT LIMITED**), (CIN No.: U45200WB2006PLC111961), (PAN: AABCE6950F), a company incorporated under the Companies Act, 1956, and governed under the Companies Act, 2013, having its Registered Office at "Ecospace Business Park", Block-4B, Ground Floor, Premises No. IIF/11, Action Area-III, New Town, Post Office: New Town, Police Station: New Town, PIN-700160, District: North 24 Parganas, West Bengal, India, represented by its Authorized Signatory, Mr. _____ (PAN: _____), (Aadhaar No: _____), (Mobile No: _____), son of Mr. _____, and authorized vide board resolution dated **15.09.2022**, hereinafter referred to as the "**Owner**"/"**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**:

AND

[If the Allottee is an Individual]

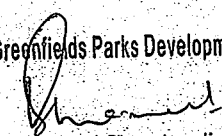
(1) Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____),
(Mobile No. _____),
son of/wife of/daughter of Mr. _____, by nationality: Indian,
by occupation: _____ residing at
_____, District: _____, Police
Station: _____, Post Office: _____, PIN-
_____, and (2) Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____),
(Mobile No. _____),
son of/wife of/daughter of Mr. _____, by nationality: Indian,
by occupation: _____; residing at
_____, District: _____,
Police Station: _____, Post Office: _____, PIN-
_____, hereinafter referred to as the "ALLOTTEE" (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their
heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER
PART.

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES"
and individually as a "PARTY".

[If the Allottee executes by appointing a Power of Attorney Holder]

(1) Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____),
(Mobile No. _____),
son of/wife of/daughter of Mr. _____, by nationality: Indian,
by occupation: _____ residing at
_____, District: _____, Police
Station: _____, Post Office: _____, PIN-
_____, and (2) Mr./Ms. _____
(PAN: _____), (Aadhaar No. _____),
(Mobile No. _____),
son/wife/daughter of Mr. _____, by nationality: Indian, by
occupation: _____ residing at
_____, District: _____,
Police Station: _____, Post Office: _____, PIN-
_____, represented by his/her/their Constituted Attorney, Mr. / Ms.
_____, (PAN: _____), (Aadhaar No. _____),
(Mobile No. _____), son of/wife
of/daughter of Mr. _____, by nationality: Indian, by
occupation: _____, residing at _____
District: _____, Police Station: _____, Post Office:
_____, PIN-_____ hereinafter referred to as the
"ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed
to mean and include his/ her/their heirs, executors, administrators, successors-in-interest and
permitted assignees) of the OTHER PART.

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(Authorized Signatory/ies)

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee is a Company]

(PAN: _____), a Company incorporated under the Indian Companies Act, 1956 and as amended from time to time and having its registered office at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, represented by its Director / Authorized Signatory Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee is a Company and executes by appointing a Power of Attorney Holder]

(PAN: _____), a Company incorporated under the Indian Companies Act, 1956 and as amended from time to time and having its registered office at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, represented by its Constituted Attorney Mr. / Ms. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____, by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "**ALLOTTEE**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/ her/their/its heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

[If the Allottee is a Partnership Firm]

(PAN: _____), a Partnership Firm within the meaning of the Partnership Act 1932, having its place of business at _____, District: _____, Police Station: _____, Post Office: _____

_____, PIN-_____, represented by its Managing Partner(s) namely (1) Mr. / Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____ by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, and (2) Mr. / Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____ by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a Proprietorship Firm]

Mr. / Ms. _____ (PAN: _____), (AADHAAR No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____ by nationality: Indian, by occupation: _____, running his / her business as a sole proprietor under the name and style of "_____", and having its office at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

[If the Allottee is a HUF]

Mr./Ms. _____ (HUF), (PAN: _____), having its address at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, represented by its KARTA namely Mr./Ms. _____ (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of/wife of/daughter of Mr. _____ by nationality: Indian, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN-_____, hereinafter referred to as the "ALLOTTEE"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/it's heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

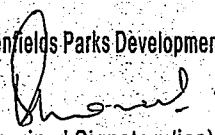
The Owner/Promoter and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

A. The Owner/Promoter has represented to the Allottee that:

- (i) By virtue of several Deeds of Conveyance of different dates, the Owner/Promoter purchased several pieces and parcels of land measuring in aggregate **22.55 Acres** [equivalent to **91256.61 Square Meter**] [equivalent to **982286.17 Square Feet**] [equivalent to **2255.21 Decimal**] more or less, from its lawful vendors (hereinafter referred to as the "**Larger Land**"), more particularly described and detailed in "**Part-I**" of "**Schedule-A**" hereto and demarcated in border "**BLUE**" in the map/plan annexed hereto and marked as "**Plan-A**". The names of the vendors and registration particulars of the Deeds of Conveyance above referred are mentioned in "**Part-II**" of "**Schedule-A**" hereto.
- (ii) The Owner/Promoter got the Larger Land mutated in its name as an Owner in the records of the B.L.&L.R.O., **Mal, Jalpaiguri**.
- (iii) The Owner/Promoter converted the Larger Land for development of Vanya Awas (*defined below*), from the District Land & Land Reforms Officer, Jalpaiguri.
- (iv) The Owner/Promoter has a scheme to develop the Larger Land in different phases in the manner as may be decided by the Owner/Promoter at its sole discretion which would comprise of multistory apartments, villas, recreational center (Club) and other such necessary amenities and facilities as may be decided by the Owner/Promoter. The entire development of the Larger Land is christened as "**Vanya Awas**" (the "**Complex**").
- (v) Presently, the Owner/Promoter has decided to develop a demarcated portion of the Larger Land, i.e. **8.29 Acres** [equivalent to **33548.44 Square Meter**] [equivalent to **361115.4 Square Feet**] [equivalent to **828.76 Decimal**] more or less, (hereinafter referred to as the **Vanya Awas Phase I Land**"), more particularly described and detailed in "**Part-III**" of "**Schedule-A**" hereto and shaded in "**GREEN**" in the map/plan annexed hereto and marked as "**Plan-A**". The Vanya Awas Phase-I Land will be developed with multistory apartments, villas and other such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owner/Promoter and this development will be christened as "**Vanya Awas Phase-I**".
- (vi) The Owner/Promoter in future may develop the balance portion of the Larger Land (hereinafter referred to as the "**Future Development Land**"). The Future Development may come up with multistory apartments, villas, recreational center (Club), commercial units and/or such other development with such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owner/Promoter and approved by the concerned authority (ies).
- (vii) The Owner/Promoter will create/develop parking area on a demarcated land area of **0.84 Acre** [equivalent to **3392.99 Square Meter**] [equivalent to **36522.14 Square**

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Feet][equivalent to 83.85 Decimal] more or less, (hereinafter referred to as the "Parking Land" which is depicted in "Plan-A" hereto and thereon shaded in GREY colour) for the purpose of development of a parking facility for the allottees/occupants of entire Vanya Awas.

- (viii) The Allottee expressly understands that the parking spaces developed on the Parking Land will be available to the owners/allottees/visitors of the development to be made at Vanya Awas in the manner and on the terms and conditions as may be decided by the Owner/Promoter at their sole and absolute discretion.
- (ix) The permission to use of the parking spaces may be on the basis of "pay and use" or "leave and license" or on such other terms and conditions as may be decided by the Owner/Promoter.
- (x) The Allottee understands and agrees that if such parking space is allotted by the Owner/Promoter to any allottee on the leave and license basis in the entire Vanya Awas (including the recreational center/Club), then a separate agreement will be executed by and between the Owner/Promoter or its nominated agency and the allottee and shall be subject to observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Owner/Promoter or its nominated agency may decide at its sole discretion from time to time. It is hereby further clarified that such separate documents/agreement for leave and license of the parking space shall not be considered as a part of this Agreement in any manner whatsoever.
- (xi) Out of the Future Development Land, the Owner/Promoter has demarcated and retained a land area of 2.02 Acre [equivalent to 8174.67 Square Meter] [equivalent to 87992.15 Square Feet] [equivalent to 201.94 Decimal] more or less, (hereinafter referred to as the "Retained Land" which is depicted in "Plan-A" hereto and thereon shaded in Yellow colour) for the purpose of construction and development of a recreational center (Club) thereon.
- (xii) The Owner/Promoter may either develop by itself or cause the development of the recreational center/club on the Retained Land with entertainment, indoor and outdoor recreational facilities ("Recreational Center/Club"). It is expressly and unequivocally clarified herein that the proposed recreational center/Club, if developed on the Retained Land, shall be managed and operated by the Owner/Promoter or its nominated agency and the facilities proposed to be offered at the recreational center/Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Owner/Promoter.
- (xiii) The Owner/Promoter may install Solar PV Panel as per the requirements of the applicable laws, on the roof top of the buildings/towers in the Vanya Awas in future as may be decided by the Owner/Promoter. It is expressly clarified that the facility of such Solar PV Panel will be for the owners/allottees/occupants of the entire development on the Larger Land, i.e. Vanya Awas.
- (xiv) The fire tender path, which is shown in the present sanctioned master plan shall be re-routed to connect with main loop road during development/implementation of the subsequent phases of the Vanya Awas. The Allottee hereby gives his/her/their/it's consent for the above-mentioned modification in future which will always be done with prior approval/sanction of the concerned authority (ies).

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- (xv) The Owner/Promoter has got an integrated master plan/site plan sanctioned for land measuring **9.47 Acre** [equivalent to **38323.76 Square Meter**] [equivalent to **412516.95 Square Feet**] [equivalent to **947.09 Decimal**] more or less, in *Mouza: Jharmatiali, J.L. No. 92, Block: Kranti (formerly Mal), Police Station: Malbazar, Post Office: Malbazar, District: Jalpaiguri, PIN: 735219, West Bengal,*(which includes the Vanya Awas Phase-I Land and the proposed development thereon), by the **Lataguri Gram Panchayat** with various facilities to be developed therein. The Lataguri Gram Panchayat vide their letter dated **17.06.2022 (Memo No. 102/LTG)** granted sanction of the integrated plans, proposed development and construction on the above-mentioned land. The Project (*defined hereinafter*) is part of the integrated/composite layout plan mentioned above.
- (xvi) Out of Vanya Awas Phase-I Land, the Owner/Promoter has earmarked an area of **1.96 Acre** [equivalent to **7936.23 Square Meter**][equivalent to **85425.57 Square Feet**] [equivalent to **196.05 Decimal**] more or less, (hereinafter referred to as the "**Project Land**"), which is more particularly described and detailed in the "**Part-IV**" of the "**Schedule-A**" hereto and demarcated in border "**RED**" in the map/plan annexed hereto and marked as "**Plan-A**", for development of a real estate project comprising of **5 (five)** residential buildings/towers comprising **51 (fifty one)** apartments in each tower/building (i.e. in total 255 apartments) and christened as "**Vanya Awas – Apartments - Phase - I**" ("herein before and hereinafter referred to as the "**Project**").
- (xvii) It is hereby disclosed and clarified that the remaining portion of the Larger Land (i.e. excluding the Project Land) is out of the purview and ambit of this agreement/these presents and shall continue to be held and possessed by the Owner/Promoter solely exclusively and absolutely with right to use, enjoy and develop, sale and transfer as the Owner/Promoter may deem fit and proper in its absolute discretion and the Allottee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein (other than what is being explicitly agreed to be conveyed/transferred/shared by these presents) nor the Allottee will have any claim or demand with regard thereto nor object to alienation or development of the same (hereinafter referred to as the "**Adjoining Land**").
- (xviii) It is expressly agreed, understood and clarified that both the Project Land and the Adjoining Land are and shall always remain independent and separate properties, notwithstanding the fact that an integrated master plan and layout plan has been sanctioned for both the Project Land and the Vanya Awas Phase-I Land and/or any other map/plan which may be sanctioned for the Adjoining Land (with revision of the existing map/plan or a fresh map/plan therefor). Accordingly, the ownership of the allottees of different real estate projects in the Complex/Vanya Awas shall remain restricted to their respective real estate projects only which will be registered under the Act (*defined hereunder*).

- B. The Owner/Promoter has obtained the final layout plan, approvals for the Project from the **Lataguri Gram Panchayat (Sanctioned Plan)** which is for development of residential apartments & villas on the Vanya Awas Phase-I Land (*defined above*). The Owner/Promoter agrees and undertakes that it shall not make any changes to the layout plans of the Project except in strict compliance with Section 14 of the Real Estate (Regulation and Development), 2016 (Act) and other laws as applicable.

It is however clarified that since the Vanya Awas/Complex will be developed in phases, the Owner/Promoter will be entitled to modify, alter and change the lay out plan of the land area beyond the Project Land in the manner as may be decided by the Owner/Promoter at its sole

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and absolute discretion and as may be approved by the concerned authorities and the Allottee hereby records its consent to the same.

- C. The _____ vide approval dated _____ has granted the commencement certificate to develop the Project.
- D. The Owner/Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority ("**Authority**") at Kolkata on _____ under Registration No. _____.

Or,

The Owner/Promoter will register the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at Kolkata.

- E. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Owner/Promoter regarding the Project Land on which Project is to be constructed/developed have been completed.
- F. The Allottee had applied for an apartment in the Project vide **Application No.** _____ dated _____ and has been allotted **ALL THAT residential Apartment No.** _____ having **carpet area** of _____ **Square Meter** (equivalent to _____ **Square Feet**), along with an exclusive **balcony area** of _____ **Square Meter**, (equivalent to _____ **Square Feet**) [corresponding to **super built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**)], in **Type** _____, altogether located on _____ **floor** in **Tower/Building No.** _____ (_____) within the Project **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and with the Owner/Promoter in respect of the unallotted apartments in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in "**Part-I**" of "**Schedule-D**" hereto **AND TOGETHER WITH** the irrevocable right to use certain facilities in common with the remaining allottees of the Project, allottees of other project(s) and/or different phases of development in the Adjoining Land and the Owner/Promoter (all hereinafter collectively referred to as the "**Shared Common Areas**" and more particularly described in "**Part-II**" of "**Schedule-D**" hereto) (hereinafter collectively referred to as the "**Apartment**" more particularly described in "**Part-V**" of "**Schedule-A**" and the **Floor Plan** of the Apartment is described in "**Schedule-B**" and annexed hereto as "**Plan-B**").
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. It is clarified that there are demarcated lawn/green areas on the ground level of each towers/building in Vanya Awas – Apartments Phase-I. The demarcated lawns/ green areas adjacent to Tower-C (Daisy), Tower-D (Tulip) & Tower-E (Rose) will be earmarked at their sole discretion by the Owner/Promoter and designated for use of the apartments situated on the ground floor of these building/towers in Project to the exclusion of all other apartments in the Project/Adjoining Land. It is clarified that the nature and character of the lawn/green areas cannot be changed ever by the allottees of these apartments and will be treated as "**limited common areas**" of the Project. It is further clarified that this designated green/lawn

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can never be used/allowed/permitted for construction any permanent and/or temporary structures, plantation (save and except shrubs), any fittings/fixtures of any nature whatsoever thereon. Such earmarked and designated lawn/greens will be demarcated on the map/plan annexed and marked as "Plan-B" of the Agreement For Sale of such apartment(s). The designated green/lawn area, if any, will be maintained and managed by the allottees of the respective apartments at their own cost.

- I. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph F of the recitals.
- L. The Allottee has caused necessary due diligence and satisfied himself/itself about the (i) rights of the Allottee and (ii) right & interest of the Owner/Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority for the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in paragraph F of the recitals.
- 1.2 The total price of the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____ only) ("Total Price"). The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price	
Part-I (Consideration)	
Apartment No. _____	
Particulars	Amounts (Rs.)
Apartment	
Total	

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Part-II (Other Charges, Deposits)	
Documentation Charges	
Interim Project Maintenance Charges	
Interim Shared Maintenance Charges	
Maintenance Security Deposit	
Maintenance Corpus Fund	
TOTAL	
Taxes (GST)	
Grand Total Price [Part-I +Part-II + Taxes (GST)]	

Explanation:


- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner/Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of taxes paid or payable by the Owner/Promoter by way of GST, CGST and Cess or any other similar taxes which may be levied in connection with the development of the Apartment and the Project payable by the Owner/Promoter) up to the date of handing over the possession of the Apartment.

Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Owner/Promoter shall be increased/reduced based on such change/modification.

- (iii) The Owner/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owner/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the Apartment includes pro-rata share in the Project Common Areas; Shared Common Areas and other deposits & charges as provided within this Agreement.
- (v) The Total Price in respect of the Apartment includes recovery of cost of the Land, development of not only the land but also the Project Common Areas, Shared Common Areas, internal development charges, external development charges, taxes, cost of providing only electrical corridor for laying cables, electrical sub-station(s), power back up facilities, water line, storm drainage line, installation of street lighting on common roads/streets and organized open space, if any, including landscaping in the common areas of the Project and Shared Common Areas, maintenance charges as per Clause 11 etc. and includes cost of all other common facilities and amenities, if any, to be provided in the Project and the Vanya Awas Phase-I and also the charges/ deposits more particularly mentioned in Clause 1.2 hereinabove.

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- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Lataguri Gram Panchayat/competent authority and/or any other increase in charges which may be levied or imposed by Lataguri Gram Panchayat/ competent authority from time to time. The Owner/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in "Schedule-C" (hereinafter referred to as the "Payment Plan").
- 1.5 The Owner/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at 6% (Six percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Owner/Promoter.
- 1.6 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of facilities and amenities described herein "Part-I" and "Part-II" of "Schedule-E" in respect of the Apartment and/or Project, as the case may be, without the previous written consent of the Allottee. Provided that the Owner/Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per provisions of the Act.
- 1.7 The Owner/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Tower/Building is complete and the Completion Certificate or Partial Completion Certificate, as the case may be, is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Owner/Promoter. If there is any reduction in the Carpet Area within the defined limit, then the Owner/Promoter shall refund the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules of the Act, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, allotted to the Allottee, the Owner/Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in "Schedule-C". All these monetary adjustments shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement for Sale.
- 1.8 Subject to Clause 9.3 the Owner/Promoter agrees and acknowledges that the Allottee shall have the ownership to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment together with the proportionate, indivisible, undivided, impartible interest in the Project Common Areas and Shared Common Areas.
 - (ii) Since the share/interest of Allottee in the Project Common Areas is undivided and cannot be divided and separated, the Allottee shall use the Project Common Areas, along with other allottees/occupants of the Project,

maintenance staff etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Project Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable. It is clarified that the Owner/Promoter shall convey the undivided proportionate title in the Project Common Areas to the association of the allottee(s) as provided in the Act or as may be advised by the Authority.

- (iii) That the computation of the Total Price of the Apartment includes recovery of consideration of the land, construction of not only the Apartment but also the Project Common Areas, Shared Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and firefighting equipment in the Project Common Areas, Shared Common Areas, deposits, maintenance charges as per **paragraph 11** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as provided in **Part-I & Part-II of Schedule-“E”** hereto.

- 1.9 It is made clear by the Owner/Promoter and the Allottee agrees that the Apartment as specified in **paragraph-F** herein above shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project on the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, other allottees of the Project and occupants of other projects developed on the Adjoining Land. It is clarified that Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the allottee(s) of the Project subject to payment of maintenance and management charge in respect thereof. However, there might be certain facilities in the Project Common Areas, which will be available for use and enjoyment of other occupants/allottees of other projects developed on the Adjoining Land subject to such occupants/ allottees following the terms and conditions for using these amenities and facilities prescribed by the Owner/Promoter/Association, as the case may be.
- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, namely **Vanya Awas - Apartments Phase – I**, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee or upto the Deemed Date of Possession, as the case may be, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Apartment, Project, Project Common Areas and the Shared Common Areas). If the Owner/Promoter fails to pay all or any of the outgoings collected by it from Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, the Owner/Promoter agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the

authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Owner/Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment as prescribed in the Payment Plan mentioned in 'Schedule-C' as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate of prevailing SBI -1 year MCLR +2% or as per the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement for Sale and Owner/Promoter abiding by the construction milestones, the Allottee shall make all payments, on a written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan described in **Schedule-"C"** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of " _____ " payable at _____.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfil its obligations under this Agreement for Sale, any refund, transfer of security, if provided in terms of the Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Owner/Promoter accept no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement for Sale, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee only.

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4. **ADJUSTMENT/APPORTION OF PAYMENTS:**

The Allottee authorizes the Owner/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner/Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Project Common Areas to the Association of the allottees or the competent authority, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project. Similarly, the Allottee shall make timely payments of instalment and other dues payable by him/her and meeting the other obligations under the Agreement for Sale subject to the simultaneous completion of construction by the Owner/Promoter as provided in "Schedule-C" ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the specifications of the Apartment and accepted the floor plan, Payment Plan and layout plans [annexed along with this Agreement for Sale] which has been approved by the Competent Authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans, specifications, amenities and facilities. Subject to the terms in this Agreement for Sale, the Owner/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the Lataguri Gram Panchayat/competent authority and shall not have an option to make any variation/alteration/modification in the plans of the Project, other than in the manner provided under the Act, Rules/Regulations framed under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement for Sale.

7. **POSSESSION OF THE APARTMENT:**

7.1. **Schedule for possession of the Apartment:** The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement for Sale. The Owner/Promoter, based on the approved plan/s and specifications, assures to hand over possession of the Apartment in Tower No. A (Daffodil) and Tower No. B (Lily) by or before 31-03-2026, and Tower No. C (Daisy), Tower No. D (Tulip) and Tower No. E (Rose) by or before 31-12-2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the Owner/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the

Owner/Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its liabilities under this Agreement for Sale. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.2 **Procedure for taking possession:** The Owner/Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement for Sale, to be taken within 3 (three) months from the date of issue of such notice and the Owner/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take over physical possession of the Apartment (even after expiry of the due date of possession as mentioned in the notice of possession), the Allottee shall be deemed to have taken possession from the date of expiry of the due date possession as mentioned in the notice of possession ("Deemed Date of Possession"). The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee agrees(s) to pay the maintenance charges as determined by the Owner/Promoter/Association of the Allottee, as the case may be, from the date of physical possession or from the Deemed Date of Possession. The Owner/Promoter on its behalf shall offer the possession to the Allottee in writing within **30 (Thirty)** days of receiving the completion/occupancy/partial completion/partial occupancy certificate of the respective tower/building, as the case may be, of the Project.
- 7.3 **Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Owner/Promoter as per paragraph 7.2 above, the Allottee shall take possession of the Apartment from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement for Sale, and the Owner/Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in paragraph 7.2 above, such Allottee shall be deemed to have taken possession and continue to be liable to pay maintenance charges as applicable as specified in paragraph 7.2 above and all other outgoings from the Deemed Date of Possession as mentioned in this Agreement for Sale.
- 7.4 **Possession by the Allottee:** After obtaining the Completion Certificate or partial completion certificate, as the case may be, and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including Project Common Areas, to the Association of the allottees or to the Competent Authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 (forty-five) days of such cancellation.

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7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement for Sale, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee interest at the rate specified in the Rules of the Act for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

The Owner/Promoter hereby represents and warrants to the Allottee as follows:

- i. The Owner/Promoter has absolute, clear and marketable title with respect to the Project Land; requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- ii. The Owner/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the Project Land as on date. However, there can be mortgage and hypothecation created for the development of the Project in future;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Tower(s)/Building(s) and the Apartment and the Project Common Areas and Shared Common Areas;
- vi. The Owner/Promoter has the right to enter into this Agreement for Sale and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect

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to the Project Land, including the Apartment which will, in any manner, affect the rights of Allottee under this Agreement for Sale;

- viii. The Owner/Promoter confirm that the Owner/Promoter is not restricted in any manner whatsoever from selling of the Apartment to the Allottee in the manner contemplated in this Agreement for Sale;
- ix. At the time of execution of the conveyance, the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and as per local law, the Project Common Areas to the Association of the allottees or the competent authority, as the case may be;
- x. The Project Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- xi. The Owner/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Owner/Promoter in respect of the Project Land;
- xiii. The Project Land is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**


9.1 Subject to the Force Majeure clause, the Owner/Promoter shall be considered under a condition of Default, in the following events:

- i. The Owner/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in paragraph 7.1. For the purpose of this paragraph 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Owner's/Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Owner/Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating this Agreement for Sale in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the

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Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement for Sale, he shall be paid, by the Owner/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner/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 Owner/Promoter on the unpaid amount as the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Owner/Promoter in this regard, the Owner/Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement for Sale shall thereupon stand terminated.

10. DEED OF CONVEYANCE OF THE APARTMENT:

The Owner/Promoter, on receipt of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and convey the title of the Apartment together with proportionate indivisible share in the Project Common Areas within 3 (three) months from the date of issuance of Occupancy Certificate(OC)/ Completion Certificate(CC)/partial OC/ partial CC/ block wise OC/block wise CC or such other certificate by whatever name called and issued by the competent authority. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner/Promoter to withhold registration of the deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE PROJECT COMMON AREAS AND THE SHARED COMMON AREAS:

The Owner/Promoter shall be responsible to provide and maintain essential services of the Project Common Areas and the Shared Common Areas (collectively referred to as the "Common Areas") by themselves or through a maintenance agency appointed by the Owner/Promoter ("Maintenance Agency") till the taking over of the maintenance of the Project Common Areas by the association of allottees/owners of the Project (hereinafter referred to as the "Project Association") and the Shared Common Areas by the federation of

all the project associations at Vanya Awas/Complex (hereinafter referred to as the "Federation"), respectively.

The charges for maintenance of the Common Areas as defined above are herein collectively defined, referred to and understood as the **Maintenance Charges**.

The cost of Maintenance Charges for **1 (one) year** from the Deemed Date of Possession of the Apartment ("**Interim Maintenance Period**") has been included in the Total Price of the Apartment.

The maintenance charge of the Interim Maintenance Period in respect of the Project Common Areas is termed as "**Interim Project Maintenance Charges**" and the Maintenance Charges for the Interim Maintenance Period for Shared Common Areas will be termed as "**Interim Shared Maintenance Charges**".

The terms and conditions of payment of Maintenance Charges are more fully described below:

(A) Project Maintenance Charges: The Allottee shall pay in advance to the Owner/Promoter (including any agency nominated by it) or Project Association, as the case may be, such charges at such rate as may be decided by the Owner/Promoter/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Project Common Areas ("**Project Maintenance Charges**").

The Project Maintenance Charges shall remain liable to increase from time to time by the Owner/Promoter/Project Association.

So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Owner/Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Project Maintenance Charges for a period of **1 (one) year** from the Deemed Date of Possession of the Apartment in terms of the Agreement will be collected by the Owner/Promoter, which is included in the Total Price of the Apartment.

After the expiry of the said **1 (one) year** period, the Allottee shall be liable to pay the monthly or Quarterly Project Maintenance Charges to the Owner/Promoter or its nominated agency (ies) or to the Project Association, as the case may be.

(B) Shared Maintenance Charges: The Allottee shall pay in advance to the Owner/Promoter (including any agency nominated by it) or Federation, as the case may be, such charges at such rate as may be decided by the Owner/Promoter/Federation from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Shared Common Areas ("**Shared Maintenance Charges**").

The Shared Maintenance Charges shall remain liable to increase from time to time by the Owner/Promoter/Federation.

So long as the maintenance of the Shared Common Areas are not handed over to the Federation, the maintenance activities will be operated by the Owner/Promoter or its

nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Shared Maintenance Charges for a period of **1 (one) year** from the Deemed Date of Possession of the Apartment in terms of the Agreement will be collected by the Owner/Promoter, which is included in the Total Price of the Apartment.

After the expiry of the said **1 (one) year** period, the Allottee shall be liable to pay the monthly Shared Maintenance Charges to the Owner/Promoter or its nominated agency (ies) or to the Federation, as the case may be.

Till formation of the Federation, the Project Association/Promoter/Nominated Agency shall be liable to collect the proportionate **Shared Maintenance Charges** from the allottees of Project and handover/pass on the same to the Owner/Promoter or its nominated agency or to the Federation, as the case may be, within 7th day from the close of a month.

For the purposes of this clause, the expression, "proportionate Shared Maintenance Charges" shall mean **50%** of total Maintenance Charges.

It is further clarified that after the Interim Maintenance Period, the Maintenance Charges for the Project Common Areas and the Shared Common Areas shall remain liable to increase from time to time by the Owner/Promoter/Association/Federation, as the case may be.

It is assumed that the Project Association shall be formed, and maintenance and management of the Project Common Areas will be taken over by the allottees within a period of **2 (two) years** from the date of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

In case the formation of the Project Association is delayed beyond **2 (two) years** period from the date of completion of the Project, the Owner/Promoter may provide and maintain the essential common services in the Project till the Project Association is formed and the Project is handed over to the Project Association and the Allottee shall pay without any demur and delay to the Owner/Promoter, the Project Maintenance Charges as may be decided by the Owner/Promoter or its nominated agency for providing such maintenance or may hand it over to the Competent Authority under the Act.

11.1 Formation of Association:

- i. **Project Association:** All the allottees of the Project shall form an association (in the manner as provided under the applicable local law) in order to ensure the effective and proper management and maintenance of the Project Common Areas. Upon formation of the Project Association, the Owner/Promoter shall transfer the Project Common Areas to the Project Association along with the responsibility to maintain the Project Common Areas.

It is incumbent on the allottees to complete the formalities of becoming members of Project Association and also to comply with the Rules and Bye-laws of the Project Association.

The Owner/Promoter shall at an appropriate time within a maximum period of **2 (two)**

years from the Date of receiving Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the allottees for formation of the Association in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Project Association.

The Allottee, when called upon to do so by the Owner/Promoter, shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act, 1972 to enable the formation of the Project Association, either by himself or through their attorneys, as may be advised by the Owner/Promoter for smooth and hassle-free completion of the whole process. The Allottee may also be required to sign and execute such other forms, papers, affidavits and any other paper so that the association/society/committee (registered or unregistered) may be formed under any other law appropriate for formation of the Project Association.

- ii. **Federation:** All the project associations formed in respect of the projects on the Vanya Awas Phase I Land and/or project associations on the Adjoining Land shall form a federation as provided under the applicable laws (hereinafter referred to as the "**Federation**"), in order to ensure the effective and proper management and maintenance of the Shared Common Areas in the Complex/Vanya Awas. Upon formation of the Federation, the Owner/Promoter shall transfer/handover the Shared Common Areas to the Federation along with the responsibility to maintain the Shared Common Areas.

Provided that if such Federation cannot be formed due to reasons not attributable to the Owner/Promoter, the Shared Common Areas shall then, at the discretion of the Owner/Promoter, be transferred to each of the project associations, proportionately and thereafter the project associations shall collectively takeover the maintenance of the Shared Common Areas.

- 11.2 In case the Owner/Promoter has to maintain the Common Areas beyond the Interim Maintenance Period, (hereinafter referred to as the "**Extended Interim Maintenance Period**"), the Rules/ Bye Laws to regulate the use and maintenance of the Common Areas, during the Interim Maintenance Period and the Extended Interim Maintenance Period (if any), be framed by the Owner/Promoter with such terms & conditions/restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the restrictions as prescribed under the West Bengal Apartment Ownership Act, 1972 and such other restrictions as may be required to be there in any other applicable law(s) for the purpose of smooth and proper maintenance of the Common Areas of the entire scheme of development on the Complex/Vanya Awas.

- 11.3 **Maintenance Security Deposit:** Before taking over the possession of the Apartment, the Allottee agrees to pay to the Owner/Promoter an interest-bearing security deposit amount towards the Project Maintenance Charges and Shared Maintenance Charges calculated on the basis of **3 (three) years'** Maintenance Charges and have been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). It is clarified that the interest referred to above would be calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate). All tax liabilities on account of Maintenance Security Deposit have to be borne by the Allottee. At the time of taking over of management and maintenance of the respective Project Common Areas by the respective associations, the Maintenance Security Deposit shall be handed over by the Owner/Promoter to the

respective associations in such manner so that 50% of the same is handed over to the Federation after its formation. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective project associations and Federation, the Owner/Promoter shall be fully entitled and the Allottee hereby authorizes the Owner/Promoter to deduct any/all amount of expenditure made by it towards the maintenance, management, upkeep and security of the Project Common Areas and the Shared Common Areas out of deposits as well as the non-receipt of any Project and/ or Shared Maintenance Charges from the Allottee and the Owner/Promoter shall be liable to give due account of such deductions to the respective associations.

11.4 Maintenance Corpus/Sinking Fund: Before taking over the possession of the Apartment, the Allottee agrees to pay the Owner/Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund have to be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Owner/Promoter as a trustee of the allottees of the Project without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with interest which will be calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate) and the same (net of Income Tax) will be handed over to the Project Association and the Federation proportionately at the time of taking over maintenance and management of the Shared Common Areas by the Federation, subject to adjustment/recovery of any expenses incurred by the Owner/Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas. The Allottee will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving entire Vanya Awas/Complex), Lift(s), transformer(s), DG Set(s) and façade/super structure of the building(s)/tower(s) in the Project.

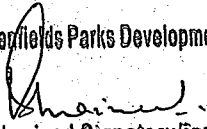
11.5 Default In Payments Of Usage Charges Of Common Facilities During The Interim Maintenance Period: Till such time respective Association has taken over maintenance and management of the Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and other charges (if any) within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest @2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

11.6 Unrestricted access: The Owner/Promoter (or its nominated agency) or the Project Association or the Federation, as the case may be, shall have rights of unrestricted access of all Project Common Areas/Shared Common Areas, as the case may be, for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or

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provision of services or any other obligations of the Owner/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE PROJECT COMMON AREAS & SHARED COMMON AREAS SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase of the Apartment on the specific understanding that his/her right to the use of Project Common Areas & Shared Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees or the maintenance agency appointed by it and performance by the Allottee of all his/obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Owner/Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Project Common Areas for providing necessary maintenance services and the Allottee agrees to permit the Project Association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Basement and Service Areas: The Project has no basement. The service areas, if any, as located within the Project, shall be earmarked for purposes such services including but not limited to electric sub-station, transformer, DG set rooms, STP, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other as permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to paragraph 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the towers/buildings, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the towers/buildings is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put

any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Tower/Building or anywhere on the exterior of the Project, Tower(s)/Building(s) therein or Project Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the Tower/Building. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter for the Project and thereafter the association of the allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for Sale for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and the Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

The Owner/Promoter undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan has been approved by the competent authority and disclosed, except as provided in the Act.

19. **OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Owner/Promoter execute this Agreement for Sale, they shall not mortgage or create a charge on the Apartment and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Owner/Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Owner/Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement for Sale to the Allottee by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter the Allottee until, firstly, the Allottee signs and delivers this Agreement for Sale with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the

concerned Registrar/Sub-Registrar/Registrar of Assurances, as and when intimated by the Owner/Promoter. If the Allottee fails to execute and deliver to the Owner/Promoter this Agreement for Sale within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT:**

This Agreement for Sale, along with its schedules and annexure constitutes the entire Agreement for Sale between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.

23. **RIGHT TO AMEND:**

This Agreement for Sale may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and Project shall equally be applicable to and enforceable against any subsequent allottee/s, in case of a transfer, the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement for Sale, waive the breach by the Allottee in not making payments as per the Payment Plan **Schedule-"C"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Owner/Promoter to exercise such discretion in the case of other allottees.

25.2 Failure on the part of the Owner/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

If any provision of this Agreement for Sale shall be determined to be void or unenforceable under the Act or the Rules and the Regulations made thereunder or under other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and enforceable as applicable at the time of execution of this Agreement for

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Sale.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT FOR SALE:**

Wherever in this Agreement for Sale it is stipulated that the Allottee has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

28. **FURTHER ASSURANCES:**

Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement for Sale or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement for Sale shall be completed only upon its execution by the Owner/Promoter through their authorized signatories at the Owner's/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Allottee. After the Agreement for Sale is duly executed by the Allottee and the Owner/Promoter simultaneously with the execution the said Agreement for Sale shall be registered at the Office of the concerned Sub-Registrar, West Bengal. Hence this Agreement for Sale shall be deemed to have been executed at _____, West Bengal.

30. **NOTICES:**

That all notices (including demand for payment) to be served on the Allottee and the Owner/Promoter as contemplated by this Agreement for Sale shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by Registered Post/E-mail ID at their respective addresses specified below:


EPOCH GREENFIELDS PARKS DEVELOPMENT LIMITED,
"Ecospace Business Park",
Block-4B, Ground Floor,
Premises No. IIF/11, Action Area-III,
New Town, Post Office: New Town,
Police Station: New Town,
PIN-700160, District: North 24 Parganas,
West Bengal, India
Email-ID: vanyaawas.customercare@ambujaneotia.com

1st Allottee Email-ID: _____

It shall be duty of the Allottee and the Owner/Promoter to inform each other of any change in address subsequent to the execution of this Agreement for Sale in the above address by Registered Post failing which all communications and letters posted at the above address

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shall be deemed to have been received by the Owner/Promoter or the Allottee, as the case may be.

It is further clarified that the abovementioned registered E-mail ID shall be deemed as mode of communication in respect of the said Apartment.

31. **JOINT ALLOTTEES:**

That in case there are joint allottees all communications shall be sent by the Owner/Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees and all the allottees will be equally liable to perform the obligations under this Agreement.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for Sale, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. **TAXES:**

- i. All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- ii. Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Owner/Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Owner/Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

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35. **RESTRICTIONS ON ALIENATION:**

The Allottee may assign this agreement any time after 24 (twenty-four) months from the date of allotment) but before the Notice For Possession, subject to the following conditions:

- i. The profile of the allottee is accepted by the Owner/Promoter.
- ii. A transfer fee equivalent to **3% (three percent)** of the Consideration amount together with applicable taxes, if any, payable thereon has been paid to the Owner/Promoter. The Owner/Promoter shall consent to such transfer only upon being paid the fee / charge as aforesaid;
- iii. All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the Owner/Promoter;
- iv. Any such transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
- v. All stamp duty and registration charges, legal fees and other charges and outgoings as may be occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- vi. In case of transfer of allotment to a transferee after execution and registration of these presents, the allottee is required to cancel these presents by registered Deed of Cancellation and hand it over to the Owner/Promoter prior to such transfer.

36. **MISCELLANEOUS:**

36.1 **THE ALLOTTEE DOTH HEREBY AGREE WITH THE OWNER/PROMOTER** as follows:

- i. The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Common Areas.
- ii. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- iii. The Allottee shall indemnify and keep indemnified the Owner/Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.
- iv. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project and which may be assessed, charged or imposed upon either on the Owner/Promoter or the Allottee or occupier thereof whether in respect of the Apartment or the Project and the Common Areas in accordance with the provisions of relevant laws.

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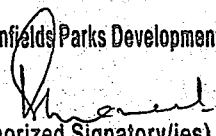
- v. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Common Areas and to keep the Owner/Promoter saved harmless and indemnified for all losses claims and demands which the Owner/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- vi. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Common Areas and to keep the Owner/Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.
- vii. The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- viii. The Allottee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- ix. The Allottee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation.
- x. The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining development in the Adjoining Land and transfer, sale or disposal of any other apartments/villas and/or parking space (if any) and/or any other structures developed in the Adjoining Land by the Owner/Promoter.
- xi. The Allottee shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.
- xii. The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Shared Common Areas.
- xiii. The Allottee represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities described in this Agreement.
- xiv. The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.

36.2

In addition to what has been agreed in clause 12 above, the Owner/ Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner/ Promoter.

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Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Owner/ Promoter and without giving the Owner/ Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Owner/ Promoter shall be relieved of its obligations.

The Allottee further specifically agrees and understands as follows:

The responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/ Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas and amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also agrees and confirms that the decision of the Owner's/Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

36.3 IN ADDITION TO WHATEVER HAS BEEN SPECIFICALLY AGREED IN CLAUSE 11 ABOVE, THE PARTIES AGREE AS FOLLOWS:

- (i) **Documentation:** The Allottee will be required to pay to the Owner/Promoter, an amount of **Rs.30,000/-** plus applicable taxes towards Documentation Charge. The Documentation Charge will be part of the Total Price as mentioned in Clause 1.2 hereinabove.
- (ii) **Electricity Supply:** The Owner/ Promoter will do the needful to provide electricity in the Project, however, the Allottee, at its own cost, will complete the formalities for installing their own electric meter in the apartment and the Owner/Promoter will assist/ guide in respect of the same.
- (iii) **Diesel Generator Power Back-up:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every apartment to

run basic electrical appliances viz light, fan, television & refrigerator (medium size). In case the Allottee requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KVA @Rs.40,000/- per KVA plus applicable tax. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Promoter/the Association, as the case may be.

36.4 IN ADDITION, TO WHATEVER HAS BEEN AGREED IN CLAUSE 16 ABOVE, THE ALLOTTEE FURTHER SPECIFICALLY AGREES AND UNDERTAKES AS FOLLOWS:

The Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Promoter/association/maintenance agency and without causing any disturbance, to the other Allottee of Apartment in the Building. The Do's & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Tower/Building, the Owner/Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Tower/Building to its original condition within 30 (thirty) days from the date of intimation by the Owner/Promoter in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Owner/Promoter may carry out necessary rectification/restoration to the Apartment or the Tower/Building (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Owner/Promoter shall be reimbursed by the Allottee.

36.5 THE PROMOTER/OWNER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:

- (i) That any relaxation and indulgence granted by the Owner/Promoter to the Allottee shall not in any way prejudice the rights of the Owner/Promoter under the Deed of Sale.
- (ii) The Allottee expressly understands that the Owner/Promoter may either develop by itself or cause the development of a recreational center/Club on the Retained Land which shall at all times continue to be held and possessed by the Owner/Promoter solely, exclusively and shall not be integrated or combined with or form a part of any of the proposed phases/projects to be developed by the Owner/Promoter within the Larger Land.
- (iii) **Recreation Center/Club:** The Allottee expressly agrees that the proposed recreational center/Club may be developed or caused to be developed by the Owner/Promoter in such manner, with such facilities and within such period as the Owner/Promoter may deem fit and proper in its absolute discretion, to cater to not only the residents of the Project Land, Adjoining Land but also the people residing outside the Vanya Awas. The proposed recreational center/Club, if developed, shall be operated and managed by the Owner/Promoter or its nominated agency and facilities proposed to be offered at the recreational center/Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Owner/Promoter. The Allottee further understands and agrees that if such recreational center/Club is developed and launched by the Owner/Promoter, the Allottee's membership to such recreational center/Club shall be governed by the terms of a separate agreement entered by and between the Owner/Promoter or its nominated agency and the

Allottee and shall be subject to the observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Owner/Promoter or its nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Agreement and/or Project in any manner whatsoever.

- (iv) **Environmental Clearance Certificate:** The Allottee understands that in case of expansion of Vanya Awas Phase-I and further development on the Adjoining Land/Future development Land the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives its consent to the Owner/Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner/Promoter from the Allottee thereto.
- (v) In addition to what has been agreed and acknowledged by the Owner/Promoter, in clause 1(1.8) above, the Allottee shall have the irrevocable right to use Shared Common Areas in common with allottees of other project(s) and/or phases developed on the Vanya Awas/Complex. Since the irrevocable usage right of the Allottee in the Shared Common Areas is not exclusive, the Allottee shall use the Shared Common Areas along with other occupants of the Vanya Awas/Complex, maintenance staff etc. without causing any inconvenience and hindrance to them. Further, the right of the Allottee to use the Shared Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable.
- (vi) In addition to what has been agreed in clause 6 above, the Allottee understands that the Sanctioned Plan of the Project is currently a part/portion of the Sanctioned Plan/layout plan of the Vanya Awas Phase-I. There are various infrastructural developments and facilities, amenities in the Project and the future real estate projects/phases which may come up on the Adjoining Land which will be linked and shared between these phases/projects due to design, architectural, technical, maintenance and management reasons have to be linked and shared for the benefit of the allottees/ occupants in these projects/phases of the allottees/ occupants and of Vanya Awas/Complex and cannot be segregated. All these linkages of the infrastructure and facilities will always be for the benefit of the allottees.
- (vii) In addition to what has been clarified in clause 7(7.5) above, it is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.
- (viii) In addition to what has been agreed in clause 9.3 above, the Allottee expressly acknowledges, understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale by the Owner/Promoter or the Allottee, as the case may be, the Owner/Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Owner/Promoter or the Allottee, as the case may be. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement For Sale, Allottee will grant a specific irrevocable power of attorney in

favour of the Owner/Promoter, granting it power to execute and register on his/her behalf a deed of cancellation in respect of the Apartment. This power will however be invoked only in the eventuality of the Allottee failing to pay any further instalment in terms of the Payment Plan, after executing and registering this Agreement for Sale.

- (ix) **Modification of the Sanctioned Plan:** The Allottee has entered into this Agreement for Sale with the full knowledge that the development of the entire Larger Land will be developed in phases. The different phases will be linked integrated due to architectural, design, planning, infrastructure network, maintenance and management of Vanya Awas/ Complex for benefits of the Allottees.

This present integrated Sanctioned Plan is duly approved by the Lataguri *Gram Panchayat* vide their letters, dated 17.06.2022 (Memo No. 102/LTG). By entering into this Agreement for Sale, the Allottee shall be deemed to have authorized absolutely unconditionally for all times to come the Owner/Promoter (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated Sanctioned Plan, its layout plan, specifications of the towers/buildings and Shared Common Areas to the end and intent that the Owner/Promoter shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the Sanctioned Plan, layout plan, specifications of the apartments, Project Common Areas and Shared Common Areas without any further consent or approval of the Allottee and with the further power to sign and execute, for itself and for and on behalf of all the allottees of the Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. By virtue of this Agreement for sale, the Allottee is giving his/her/their consent for the revisions, changes, modification of the present integrated Sanctioned Plan and all other plans/map to be integrated sanctioned in future on the Larger Land excluding the portion dedicated to the Project.

SCHEDULE-"A"

"Part-I"

(Larger Land)

All That piece and parcel of land measuring 22.55 Acre [equivalent to 91256.61 Square Meter] [equivalent to 982286.17 Square Feet] [equivalent to 2255.21 Decimal] more or less, contained in R.S./L.R. *Dag* No(s). 674-676, 695, 696, 699, 700, 717-733, 760-777, 862-866, 1001 & 1002, recorded in L.R. *Khatian* No. 370, Sheet No. 2, in *Mouza*: Jharmatiali, J.L. No. 92, Block: Kranti (formerly Mal, Police Station: Malbazar, Post Office: Malbazar, District: Jalpaiguri, PIN: 735219, West Bengal and R.S. *Dag* Nos. 1068 & 1069 corresponding L.R. *Dag* Nos. 1156 & 1157, J.L. No. 81, *Mouza* Lataguri, Block: Kranti (formerly Mal, Police Station: Malbazar, Post Office: Lataguri, District: Jalpaiguri, PIN: 735219, within the limit of Lataguri *Gram Panchayat*, District Sub-Registration Office: Jalpaiguri, Additional District Sub-Registration Office at Moynaguri, and shown and depicted in BLUE border on the map/plan annexed hereto and marked as "Plan-A" and butted and bounded as follows:

East: Forest Side Road;
West: Other Development;
North: Other Development;
South: Existing Jhora.

Part-II

(List of Purchased Land)

Deed Nos.	Date of Registration	R.S.Dag Nos. (Mouza: Jharmatiali)	L.R.Dag Nos. (Mouza: Jharmatiali)	Purchased (in decimal)	Name of the Vendor
107	11.01.08	733	733	3	Pohatu Roy
		760	760	17	
		761	761	76	
		730/1001	730/1001	14	
106	11.01.08	696	696	14.5	Angadeb Roy
		726	726	34	
		728	728	5	
		760	760	8	
		762	762	2	
		770	770	7	
		771	771	1	
		772	772	2	
		773	773	16	
		774	774	8	
		777	777	18.5	
		774	774	21	
		700	700	6.5	
		720	720	12	
725	725	31			
389	05.02.08	733	733	2	Angadeb Roy
		761	761	19	
120	11.01.08	760	760	0.5	Bhupendra Nath Roy
		761	761	38	
		777	777	20.5	
390	05.02.08	733	733	2	Bhupendra Nath Roy
		774	774	8	
73	9.01.08	727	727	14	Swapan Kr.Dey
94	11.01.08	726	726	12	Amal Roy
		728	728	2	
		760	760	8	
		761	761	20	
		762	762	2	
		770	770	8	
		771	771	1	
		772	772	2	
		773	773	17	
		774	774	8	
777	777	21.5			
99	11.01.08	763	763	5	Sajen Roy
		695	695	12	

108	11.01.08	730	730	33	Ramesh Mondal &Otrs.
109	11.01.08	726	726	12	Santi Lata Burman
		728	728	2	
		762	762	1	
		770	770	8	
		771	771	1	
		772	772	1	
		773	773	16	
		774	774	8	
110	11.01.08	760	760	8	Niharbala Roy
		761	761	20	
		762	762	1	
		770	770	8	
		771	771	1	
		772	772	1	
		730/1002	730/1002	23	
111	11.01.08	776	776	48	Jabanu Roy
		723	723	19	
112	11.01.08	729	729	10	Nripendra Nath Roy
		769	769	6	
113	11.01.08	723	723	29	Jatia Debnath
		731	731	16.5	
114	11.01.08	760	760	8	Dolan Burman
		761	761	20	
115	11.01.08	674	674	44	Tapas Kundu &Othrs.
116	11.01.08	723	723	24.5	Amiya Rani Hazra &Othrs
117	11.01.08	676	676	56	Tapas Kundu &Othrs.
		695	695	8.5	
		699	699	9.5	
		731	731	2	
118	11.01.08	723	723	16.5	Ashutosh Roy
119	11.01.08	730/1001	730/1001	25	Khageswar Roy
391	05.02.08	723	723	25	Anil Roy
		699	699	8	
		717	717	8	
392	05.02.2008	763	763	2.5	Jatia Debnath
		776	776	6	
420	07.02.07	725	725	31	Chandra Burman &Othrs.
		764	764	18	
		767	767	38	
		775	775	20	
421	07.02.07	695	695	30	Chabi Burman
457	12.02.08	723	723	8.5	Amiya Rani Hazra &Othrs.
2742	10.12.07	726	726	62	Pohatu Roy

		728	728	9	
		762	762	3	
		770	770	20	
		771	771	3	
		772	772	4	
		774	774	31	
2743	10.12.07	862	862	50	Amansari Roy &Othrs.
		863	863	35	
		864	864	8	
		865	865	19	
		866	866	15	
2744	10.12.07	862	862	39	Phoolo Bala Roy
		863	863	10	
		864	864	6	
		866	866	20	
2745	10.12.07	862	862	58	Biren Roy &Othrs.
		863	863	34	
		864	864	7	
		865	865	20	
		866	866	15	
2746	04.12.07	726	726	11	Dhiren Roy
		728	728	2	
		773	773	16	
		774	774	7	
		777	777	39	
2747	04.12.07	724	724	17	Tuleswari Roy
		720	720	12	
2748	04.12.07	727	727	14	Shephali Ranj Dey
2749	04.12.07	721	721	70	Jiban Mondal &Othrs.
		732	732	20	
2750	04.12.07	768	768	66	Subodh Chandra Roy
2751	04.12.07	726	726	21	Chandan Roy
2752	10.12.07	724	724	18	Naren Roy
2753	10.12.07	761	761	110	Vota Roy &Othrs.
2754	12.12.07	726	726	33	Bhupendra Nath Roy
		728	728	5	
		760	760	7.5	
		762	762	1	
		770	770	8	
		771	771	1	
		772	772	3	
		773	773	16	
		777	777	18.5	
2588	12.8.08	723	723	5	Ashutosh Roy &Othrs.
		731	731	1	


		763	763	16	
		776	776	6	
2589	12.8.08	718	718	7	Mohan Lal Roy &Othrs.
		765	765	4	
		766	766	5	
		719	719	9	
2590	12.8.08	719	719	9	Lakhayaswar Roy &Othrs.
2591	12.8.08	731	731	3	Debnarayan Roy &Othrs.
		763	763	8	
		776	776	12	
2593	12.8.08	717	717	15	Bijoli Roy
2594	12.8.08	723	723	27	Tilak Roy &Othrs.
		723	723	19	
1640	05.05.10	722	722	41	Brojendra Nath Roy
591	08.02.22	675	675	8	Green Emerald
		730	730	11	
		767	767	19	
229	15.02.23	675	675	1.5	Bishweswar Poddar @ Biseswar Poddar
		730	730	2.5	
		767	767	2.5	
230	15.02.23	675	675	1.5	Suchitra Saha
		730	730	2.5	
		767	767	2.5	
231	15.02.23	675	675	1.5	Annapurna Saha
		730	730	2.5	
		767	767	2.5	
232	15.02.23	675	675	1.5	Ram Kumar Poddar @ Ram Poddar
		730	730	2.5	
		767	767	2.5	
Deed No.	Date of Registration	R.S.Dag Nos. (Mouza: Lataguri)	L.R. Dag Nos. (Mouza: Lataguri)	Purchased (in decimal)	Name of the Vendor
11655	02.12.22	1068	1156	14	Green Emerald
		1069	1157	1	

"Part-III"

(Vanya Awas Phase I Land)

All That piece and parcel of land measuring **8.29 Acre** [equivalent to **33548.44 Square Meter**] [equivalent to **361115.4 Square Feet**] [equivalent to **828.76 Decimal**] more or less, contained in R.S./L.R. Dag No(s). 674, 675,724, 725, 726, 731-733, 760-763, 767, 768, 770-774,776,777, 866 & 1002 recorded in L.R. *Khatian* No. 370, Sheet No. 2, in *Mouza: Jharmatiali*, J.L. No. **92**, Block: Kranti (formerly Mal, Police Station: **Malbazar**, Post Office: **Malbazar**, District: **Jalpaiguri**, PIN: 735219, West Bengal, within the limit of *Lataguri Gram Panchayat*, District Sub-Registration Office: **Jalpaiguri**, Additional District Sub-Registration Office at **Moynaguri**, and shown and shaded in **GREEN** on the map/plan annexed hereto and marked as "**Plan-A**".

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(Authorized Signatory/ies)

"Part-IV"
(Project Land)

All That piece and parcel of land measuring 1.96 Acre [equivalent to 7936.23 Square Meter] [equivalent to 85425.57 Square Feet] [equivalent to 196.05 Decimal] more or less, contained in R.S./L.R. Dag Nos. 777,760,761,762,767,763,768 &1002 recorded in L.R. Khatian Nos. 370, Sheet No. 2, Mouza: Jharmatiali, J.L. No. 92, Block: Kranti (formerly Mal, Police Station: Malbazar, Post Office: Malbazar, District: Jalpaiguri, PIN: 735219, West Bengal, within the limit of Lataguri Gram Panchayat, District Sub-Registration Office: Jalpaiguri, Additional District Sub-Registration Office at Moynaguri, and shown and depicted in RED border on the map/plan annexed hereto and marked as "Plan-A" and butted and bounded as follows:

East: Vanya Awas - Villas Phase - I ;
West: Internal Road;
North: Future Development Phase;
South: Internal Road.

"Part-V"
(Apartment)

ALL THAT residential Apartment No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to super built-up area of _____ Square Meter (equivalent to _____ Square Feet)] Type _____, altogether located on _____ floor in Tower/Building No. _____ (_____) within the Project TOGETHER WITH the Project Common Areas i.e. the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of Project and with the Owner/Promoter in respect of the unallotted apartments in the Project AND TOGETHER WITH the Shared Common Areas i.e. the irrevocable right to use certain facilities in common with the remaining allottees of the Project, allottees of other project(s) and/or different phases of development in the Adjoining Land and the Owner/Promoter and butted and bounded as follows:

East: _____;
West: _____;
North: _____;
South: _____.

SCHEDULE-"B"
[FLOOR PLAN OF THE APARTMENT]


Apartment No. _____ Together With an exclusive balcony and which has been more fully and particularly described in "Part-V" of Schedule- "A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as "Plan-B" and duly bordered thereon in colour RED.

SCHEDULE-"C"
[PAYMENT PLAN]

S. No.	Payment Schedule	Apartment (1 BHK)
1	Booking Amount	2 lacs

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(Authorized Signatory/ies)

2	Within 45 Days From Date Of Execution Of Agreement	20% including Booking Amount
3	On Completion Of Plinth Level	20%
4	On Completion Of Structure Upto Roof	20%
5	On Completion Of Brick Work And Internal Plaster	10%
6	On Completion Of Internal Finishing	10%
7	On Completion Of External Phe Services	10%
8	On Completion Of Road Work	5%
9	On Or Before Possession	5% plus Other Charges & Deposits

SCHEDULE-"D"

"Part - I"

[PROJECT COMMON AREAS]

1. The entire land dedicated to the Project.
2. Staircases and corridors;
3. Open terraces;
4. Service areas/rooms.

"Part - II"

[SHARED COMMON AREAS]

1. Common road network external/internal to the Project foot pathways and approach to all buildings in Vanya Awas/ Complex.
2. Landscaped areas with hardscape and softscape in Vanya Awas/ Complex;
3. Water supply provision and pipeline network;
4. Electrical Cable Network, Electrical Trenches, DG & transformer provision for Vanya Awas/Complex and the land dedicated therefore;
5. Sewer and storm drainage network of Vanya Awas/ Complex;
6. Wastewater disposal facility through STP/septic tank for Vanya Awas/Complex and the land dedicated therefor.
7. Parking Land and parking facility.

SCHEDULE - 'E'

"Part - I"

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE APARTMENT]

Structure	RCC Framed Structure
Wall	AAC Block Wall/ Infill Wall
Living And Dining Room	Floor: Tiled Flooring
Bedroom	Floor: Tiled Flooring
Balcony	Floor: Anti Skid Tiled Flooring
Kitchen	Floor: Tiled Flooring
Kitchen Counter	Countertop With Stone
Kitchen Dado	Tiles On Dado Upto Two Feet From Countertop
Toilet	Floor & Dado: Anti Skid Tiled Flooring With Tiles On Dado; Sanitary And Cp Fittings Of Reputed Make
Door Frame	Solid/Engineered Wood Frame
Door Shutter	Flush Door With SS Hinge

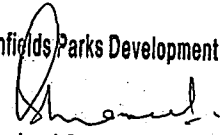
Window	Aluminium Glazed Window
Internal Finishes	White Cement Putty Finish
External Finishes	Waterproof Paint
Electrical	Concealed Wiring With Modular Switches

"Part -II"

[AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

1. Staircases And Corridors;
2. Open Terraces;
3. Service Areas/ Rooms;
4. Lift;
5. Fitness Pocket;
6. Yoga Lawn;
7. Kid's Play Area;
8. Organic Garden;
9. Barbeque Corner;
10. Badminton Court.

Epoch Greenfields Parks Development Ltd.


(Authorized Signatory/ies)

IN WITNESS WHEREOF Parties herein above named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/PROMOTER:
For EPOCH GREENFIELDS PARKS DEVELOPMENT LIMITED**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs &
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE:**

1. Signature _____
Name _____
Address _____

Please affix
Photographs &
sign across the
photograph

2. Signature _____
Name _____
Address _____

Please affix
Photographs &
sign across the
photograph


At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and prepared by:

Epoch Greenfields Parks Development Ltd.

(Authorized Signatory/ies)