

**10.5) CANCELATION/TERMINATION FOR NON-EXECUTION OF AGREEMENT:-** In case if the Purchaser/s fails or neglects to execute this Agreement for Sale within prescribed period as specified or if the delay default in payment continues in excess of a period of 3 (three) months from the date of its schedule payment, then the Developer/Vendor shall be entitled at its sole discretion/option to cancel this Agreement for Sale and forfeit and/or recover 4% of the Total Sale Value and along with interest for the delay period in making the payment calculated at 18% per annum compounded monthly. The balance amount shall be refunded to the Purchaser/s within 3 (three) months from the date of obtaining fresh booking against the Flat/Apartment under consideration.

**10.6) SPECIFIC PERFORMANCE:-** Nothing contained herein shall affect or prejudice the right of either Party to sue the other for Specific Performance of the contract and/or damages for any default of the other Party.

11.

**<: COMPLETION OF SALE :>**

**11.1) REGISTRATION OF THE SALE DEED:-** The sale of the Flat/Apartment and its appurtenances shall be completed by execution and registration of Deed of Conveyance by the Developer/Vendor in respect of the Flat/ Apartment and simultaneously with the Purchaser/s taking possession of the said Flat/ Apartment. In case of the Purchaser/s committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser/s shall be liable for all liabilities and consequences arising thereby.

**11.2)** The Deed of Conveyance and other legal documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc. as be drawn by the Advocate appointed by the Developer/Vendor herein.

**11.3) REGISTRATION OF THE SALE DEED:-** The Deed of Conveyance for the Flat/Apartment, Car Parking (if any) will be executed and registered in favour of the Purchaser/s after it has been constructed and all payments the then due and payable by the Purchaser/s to the Developer/Vendor stands completed. The Developer/Vendor shall serve upon the Purchaser/s a notice in writing for execution and registration of the Deed of Conveyance on or within a date to be notified in such notice and the Purchaser/s shall abide by the same. In any event, if the Deed of Conveyance is not executed and/or registered within 45 (forty five) days from the notified date for defaults of the Purchaser/s, the Developer/ Vendor shall have the right to cancel this Agreement. The Deed of Conveyance shall be drafted by the Solicitors/Advocates of the Developer/Vendor and shall be in such form and contain such particulars as may be approved by the Developer/Vendor. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Developer/Vendor unless such changes are required to cure any gross mistake or typographical or arithmetical error. The Stamp Duty, Registration Fee, Legal Charges and all other costs of and incidental to the execution of this Agreement and the Deed of Conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Purchaser/s as ascertained and fixed by the Developer/Vendor. The same shall be paid by the Purchaser/s within 15 (fifteen) days from the date of demand by the Developer/Vendor.

**11.4) NO OBJECTION FROM BANKS ETC:-** In case of the Purchaser/s taking loan from any Bank/Financial Institution, the Deed of Conveyance in favour of the Purchaser/s shall be executed only upon the Developer/Vendor receiving "No Objection Certificate" from such Bank/Financial Institution (if so required) and the Deed of Conveyance shall be handed over to the lending institution, if so required by the Bank/Financial Institution.

12.

**<: NOMINATION/TRANSFER BY THE PURCHASER/S :>**

**12.1)** The Purchaser/s may with the prior consent in writing from the Developer/Vendor and against payment in advance to the Developer/Vendor, a sum equivalent to 1% of the Total Sale Value payable by the Purchaser/s to the Developer/Vendor hereunder, get the names of his/her/its/their Nominee/s substituted in his/her/its/their place and stead in the records of the Developer/Vendor as the Purchaser/s of the said Flat/Apartment. Any such nomination or transfer shall be at the sole risk and cost of the Purchaser/s and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall henceforth be observed, fulfilled and performed by the Nominee. All stamp duty and Registration Fees, Legal Charges and other outgoings as may be occasioned due to aforesaid nomination or transfer, shall be payable by the Purchaser/s or his/her/its/their Nominee/s. The change of nomination shall be executed and effective on or after expiry of the locking period. The Developer/Vendor shall charge @ Rs. 100/- per sq. ft. plus applicable GST for execution of the fresh agreement with the said Nominee/s. The acceptance of the Nominee of the Purchaser/s shall be subjected to the discretion of the Developer/Vendor and its decision shall be full and final and will be a binding upon all the parties herein.

12.2) The Purchaser/s do hereby agreed that he/she/it/they will not be entitled to make any change of name against the allocation of the Flat/Apartment under this Agreement for Sale within 1 (one) year from the date of execution of the same in any manner whatsoever. However the Purchaser/s herein will be entitled to make any change of name in favour of his/her/their/it's Nominee/s on or after expiry of 1 (one) year from the date of this Agreement for Sale, and this said stipulated time will be treated as a **locking period**.

12.3) The Purchaser/s shall not be entitled to let out, sell, transfer or part with possession of the Flat/Apartment until all the charges, outgoings, dues payable by the Purchaser/s to the Developer/Vendor in respect of the Flat/Apartment are fully paid up and a no dues certificate is obtained by the Purchaser/s from the Developer/Vendor.

**13. <: AREA CALCULATION AND VARIATIONS :>**

13.1) The covered area of the Flat/Apartment includes proportionate share of ground floor, pathway for ingress and egress and total floor lobby, entire stair lobby, lift area, meter room, stair, lift, common roof of the Flat/Apartment including the area of external or internal walls, columns, pillars.

13.2) The Purchaser/s have verified and satisfied himself/herself/itself/themselves fully from the Building Plans about the covered area and common covered area of the Flat/Apartment thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. If the super built-up area upon completion of construction found to be less than the respective areas thereof mentioned in this Agreement, then Developer/Vendor will refund the proportionate amount reckoning the area that has been reduced and similarly, if there is any increment in the area of the Flat/Apartment under consideration, then the amounts payable by the Purchaser/s will be increased on or pro-rata basis. The Certificate of the Architect appointed by the Developer/Vendor as regards the area of the Flat/Apartment and/or of the area of the "Common Areas and Installations" shall be final and binding upon the parties herein.

13.3) The Developer/Vendor shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Flat/Apartment or external facades or location of the facilities and amenities of the said Housing Complex named and styled as "EVANIE ECONEST".

**14. <: MAINTENANCE, EXPENSES AND ASSOCIATION :>**

14.1) **ASSOCIATION:-** The Purchaser/s shall become a member of the Flat Owner's Association. The Purchaser/s shall observe and abide by all the by-laws, rules and regulations prescribed by the said Association and as set out in the West Bengal Apartment Ownership Act, 1972.

14.2) **MAINTENANCE CHARGES:-** For the enjoyment and maintenance of the common portions and facilities in/of the Building/Block/Tower and the Common Areas and Facilities of the said Housing Project, the Purchaser/s shall be liable to pay the proportionate maintenance charges (herein for sake of brevity being referred to and called as the "Maintenance Charges") per month of such area and facilities as may be fixed by the Developer/Vendor/Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Purchaser/s fails to pay any amount payable to the Developer/Vendor/Association, the Purchaser/s shall not be entitled to avail any maintenance services and shall be liable to pay an interest @ 15% per annum and Developer/Vendor/Association shall adjust the unpaid amount from the Interest Free Deposits.

14.3) **INTEREST FREE MAINTENANCE DEPOSIT/ INTEREST FREE SECURITY DEPOSIT:-** An Interest Free Security Deposit/Maintenance Security Deposit will be calculated @ Rs. 1/- per sq. ft. of the super built up area of the Flat/Apartment, shall be paid by the Purchaser/s to the Developer/Vendor within the due date mentioned in the Possession Notice. The Maintenance Security Deposit shall be used by the Developer/Vendor/Association for repair of Common Areas, Facilities and Equipments provided in the said Housing Project named and styled as "EVANIE ECONEST". Notwithstanding the above, the Developer/ Vendor reserves the right to utilize the said deposit to adjust any realizable dues from the Purchaser/s. The unused portion of the Maintenance Security Deposit shall be transferred to the Maintenance Company/Association as and when desired by the Flat Owner's Association. If at any time the Maintenance Security Deposit shall fall below the prescribed limit mentioned above, the Purchaser/s shall make good such shortfall immediately on demand being made by the Developer/Vendor/Association.

EVANIE INFRASTRUCTURE PVT. LTD.

Director

Sybil Raha Gaid

14.4) The Common Areas and Installations shall be in the exclusive control, management and administration of Developer/Vendor, who shall be in-charge of maintenance. The said Developer/Vendor may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser/s and the other Co-owners.

14.5) The Purchaser/s hereby agrees and undertakes that he/she/it/they shall be bound to become a member of Flat Owner's Association and co-operate with the Developer/Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to formation of the said Association and abide by all its rules and regulations.

14.6) **COMMON EXPENSES FOR MAINTENANCE:-** All costs and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building/Block/Tower and/or enjoyed or used by the Purchaser/s in common with other occupiers or serving more than one Flat/Apartment and other saleable space in the Building/Block/Tower and at the Premises, main entrance, landings and staircase of the Building/Block/Tower enjoyed or used by the Purchaser/s in common as aforesaid and the boundary walls of the Premises, compounds etc. The costs of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Building/Block/Tower so enjoyed or used by the Purchaser/s in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.

14.7) **OPERATIONAL:-** All expenses for running and operating all machines equipment's and installations comprised in the Common Areas and Installations (including lift, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.

14.8) **STAFF:-** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

14.9) **ASSOCIATION:-** Establishment and all other expenses of the Flat Owner's Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the said Association.

14.10) **TAXES:-** Panchayet/Municipal/Corporation/BL & LRO and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Apartment).

14.11) **INSURANCE:-** Insurance premium (if insured) for insurance of the Building/Block/Tower and also otherwise for insuring the Designated Building/ Block/Tower against earthquake, damages, fire, lightning, mob, violence, civil commotions.

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

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

14.14) **OTHERS:-** All other expenses and/or outgoings including litigation expenses as are incurred by the Landowner and/or Developer and/or the Flat Owner's Association for the common purposes.

15. **<: DEVELOPER/VENDOR AND LANDOWNERS EXCLUSIVE AREAS AND ENTITLEMENTS :>**

15.1) Upon construction of the Building/Block/Tower etc., the Landowner and/or Developer/Vendor shall identify and demarcated portions of the ground level at the said Premises as driveway, pathway and passage for common use, save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the Common Areas and Installations, all open and covered space at the ground level at the said Premises shall be the exclusive property of the Landowner and/or Developer/Vendor and the Landowner and/or Developer/Vendor shall have the full and free right to make additions, alterations, constructions and/or Re-constructions in any open space at the said Housing Complex not expressed or intended to form part of the Common Areas and Installations