

or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer/Vendor herein.

20.16) The Purchaser/s shall be and remain responsible for and to indemnify the Landowner and/or Developer/Vendor and the Flat Owner's Association against all damages, costs, claims, demands and proceedings occasioned to the said Premises or any other part of the Building/Block/Tower or to any person due to negligence or any act, deed or thing made done or occasioned by the Purchaser/s and shall also indemnify the Landowner and/or Developer/Vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Landowner and/or Developer/Vendor or any of them as a result of any act omission or negligence of the Purchaser/s or the servants, agents, licensees or invitees of the Purchaser/s and/or any breach or Non-observance, Non-fulfillment or Non-performance of the terms and conditions hereof to be observed, fulfilled and performed by the Purchaser/s.

20.17) The nominated Advocate of the Developer/Vendor herein shall prepare all documents like Agreement for Sale, Deed of Conveyance or any other deeds and documents in respect of the said Flat/Apartment and the Purchaser/s will be responsible to pay the fees of the said Advocate as and when demanded by the Developer/Vendor before execution and/or registration of the said documentations.

20.18) So far as specific allotment of Flat/Apartment is concerned, the Landowner and/or Developer/Vendor shall have the right to enter into Supplementary Agreement with a view to total clarity/transparency and the Purchaser/s in that case shall have to enter into and execute the said Supplementary Agreement without raising any objection or disputes and it is mentioned herewith that the Developer/Vendor will be liable to mark the respective Flat Number after sanctioned of the building Plan/s.

20.19) The Purchaser/s shall be responsible and liable to pay Goods & Service Taxes, Value Added Tax, cess and all other taxes, levy and imposition applicable at present or in future, in respect of any amounts and outgoings payable by the Purchaser/s and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser/s proportionately or wholly as the case may be. The liability of the Purchaser/s to pay the aforesaid outgoings and impositions shall initiate with effect from the date of delivery of possession of the Flat/Apartment by the Developer/Vendor to the Purchaser/s or on the 5th day from the date of the Notice for Possession, whichever is earlier.

20.20) All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7th day of each and every month for which the same becomes due, failing of which the Purchaser herein shall bear and pay the compensation, penalty, demurrage and indemnify the Landowner and/or Developer and the Maintenance-In-Charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser(s) owing thereto.

20.21) The Purchaser/s shall not commit/permit or to be committed/permitted any form or manner to alter or change any layout in the said Flat/Apartment or in the beams, columns, pillars of the Building/Block/Tower passing through the Flat/Apartment or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building/Block/Tower.

20.22) To allow the Developer/Vendor and it's authorized representatives with or without workmen to enter into and upon the Flat/Apartment at all responsible times for construction and completion of the Building/Block/Tower for the common purpose and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Flat/Apartment within 7 (seven) days of giving a Notice in writing by the Developer/ Vendor to the Purchaser/s thereabout. Not to commit or permit any alterations or changes in the exterior of the Building/Block/Tower, or fixtures and fittings attached to the exterior thereof e.g. pipes, conduits, cables, wiring, that are serving the Flat/Apartment or any other Unit in or portion of the said Building/Block/Tower.

20.23) The Developer/Vendor shall have the absolute power to cancel any Booking/ Agreement under any circumstance and at any stage or time and or for any reason/s as deemed fit and proper, with an intimation informing the Purchaser/s about the same and the Agreement for Sale shall stand terminated from the date of receipt of the said intimation. The

Developer/Vendor shall inform the Purchaser/s in writing about its decision, with or without citing the reasons behind such decision. The Developer/Vendor/Landowner hereby reserves the absolute discretionary power for termination for the said presents on grounds of misbehavior, misconduct or any acts or activities of the Purchaser/s, whatsoever in any form or manner that might cause loss of goodwill, reputation and/or harm the business of the Developer herein. In case of termination of booking/Agreement for Sale by the Developer/Vendor, the Purchaser/s herein shall be entitled to receive interest @ 2% (SI) p.a. (applicable from the date of encashment of each Cheque) and the Purchaser/s will not be entitled to the "Cash-Back" that was offered/provided by the Developer/Vendor and the said amount paid towards the GST shall have to be recovered by the Purchaser/s at his/her/ its/their own cost and effort from the concerned authority. All calculations regarding the interest shall be calculated till the date of receipt of formal communication regarding the termination. The amount payable by the Developer/Vendor herein may be paid in full or in part/s as per the discretionary decision of the Developer/Vendor herein and the Purchaser/s shall not raise any objection to it in any form or manner.

20.24) In all cases of termination of Agreement for Sale, regardless of whether termination is made at the instance of the Purchaser/s or Developer/Vendor, the Purchaser/s shall have to sign and execute all necessary documents put forth by the Developer/Vendor including Deed of Termination for Sale Agreement. The Purchaser/s shall have to appear in person at the office of the Developer/Vendor to sign and execute all necessary documents in connection to cancellation/termination of Agreement for Sale. The Purchaser/s shall also provide a canceled Cheque and necessary Bank details including Bank Account Number where the refunded amount would be deposited by the Developer/Vendor. The Developer/Vendor may either deposit the requisite amount payable to the Purchaser/s through RTGS in the Bank Account of the Purchaser/s or through Demand Draft/Pay Order (if opted for by the Purchaser/s) and the expenses/Commission Fee for the Demand Draft/Pay Order shall have to be borne by the Purchaser/s. The Purchaser/s shall be bound to refund all documents involving/concerning the property under consideration and failing of which, the Developer/ Vendor shall not be liable to refund the pecuniary amounts receivable by the Purchaser/s. The Developer/Vendor shall pay the said amounts only after receiving all concerned documents from the Purchaser/s and on or after execution of the Deed of Termination for Sale Agreement. Any delay in execution of the said Deed of Termination for Sale Agreement or refunding of concerned documents shall be deemed to be the lacunas on the part of the Purchaser/s and the Developer/Vendor shall not be held liable or responsible for the delay caused thereby.

20.25) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the concerned Gram Panchayat /Municipality/Corporation, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat/Apartment as well as the user operation and maintenance of lifts, generators, tube-wells, water, electricity, transformers, drainages and other installations and amenities at the said Housing Complex named and styled as "EVANIE ECONEST".

20.26) The Purchaser/s shall be liable to Pay GST & at such rates as proposed by the Government from time to time and all such taxes that the Purchaser/s is/are liable to as per the provisions of the prevalent laws.

21.

<:GENERAL PROVISIONS:>

21.1) **MODIFICATIONS:-** The Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties. Provided that where the Developer/ Vendor agrees to modify or amend the Agreement, no such modification or amendment shall be carried out unless the Purchaser pays an amount of Rs. 5000/- (Rupees five thousand only) per change so requested.

21.2) **NON-WAIVER:-** Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

21.3) **ENTIRE AGREEMENT:-** This Agreement together with the duly filled in Application Form along with the Basic Terms and Conditions contained therein and the Allotment Letter constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.

"SCHEDULE - A"

(SAID PREMISES)

The said premises shall mean, refer and include lands and/or lands to be developed by the Developer/Vendor for the Housing Project named and styled as "EVANIE ECONEST" being all that piece or parcel of land measuring about **439.441** Decimals laying and situated at Mouza - Hudarait, J.L. No. 54, Touzi No.10 , R.S. & L.R. Dag No. **2358, 2359, 2370, 2371, 2391, 2398, 2441, 2453, 2407, 2650, 2662, 2372, 2665, 2357, 2439, 2438, 2437, 2442, 2443, 2406, 2461, 2402, 2415, 2418, 2356, 2328, 2332, 2336, 2452, 2455, 2456, 2457, 2458, 2459, 2468, 2638, 2640** , L.R. Khatian No. **2799, 2780**, P.O. - Akandakeshori, P.S. - Rajarhat, within the limits of Chandpur Gram Panchayet, Dist: 24 PGS (N) and also include the adjacent lands which are being acquired/purchased by the Developer/Vendor in accordance to it's plan for the said Housing Project. The said lands are free from all encumbrances whatsoever. The Developer/Vendor shall complete the Housing Project in various phases and demarcation & naming of each phase shall be done subsequently.

"SCHEDULE - B"**(SAID PREMISES)**

The Said land means, refers and includes land provided by M/s. Usashi Realstates Pvt. Ltd. for the Housing Project named and styled as "EVANIE ECONEST" being all that piece or parcel of land measuring about **79.3920** Decimals laying and situated at Mouza - Hudarait, J.L. No. 54, Touzi No. 10, R.S. & L.R. Dag No. **2358, 2359, 2370, 2371, 2391, 2398, 2441, 2453**, L.R. Khatian No. **2780**, P.O. - Akandakeshori, P.S. - Rajarhat, within the limits of Chandpur Gram Panchayet, Dist: 24 PGS (N).

"SCHEDULE - C"**(SAID PREMISES)**

The Said land means, refers and includes land/s of M/s. Evanie Infrastructure Pvt. Ltd. for the Housing Project named and styled as "EVANIE ECONEST" being all that piece or parcel of land measuring about **360.049** Decimals laying and situated at Mouza - Hudarait, J.L. No. 54, Touzi No. 10, R.S. & L.R. Dag No. **2407, 2650, 2662, 2372, 2665, 2357, 2439, 2438, 2437, 2442, 2443, 2406, 2461, 2402, 2415, 2418, 2356, 2328, 2332, 2336, 2452, 2455, 2456, 2457, 2458, 2459, 2468, 2638, 2640** , L.R. Khatian No. **2799**, P.O. - Akandakeshori, P.S. - Rajarhat, within the limits of Chandpur Gram Panchayet, Dist: 24 PGS (N) and shall also include lands from time to time which are being purchased in accordance to it's plan for the said Housing Project. The said lands are free from all encumbrances whatsoever.

"SCHEDULE - D"**(FLAT/APARTMENT)**

ALL THAT piece or parcel of one self - contained residential **2BHK** Flat having a total area of **535.63 Sq. ft. (covered area of the Flat 428.5 Sq. ft. plus added common covered area of 107.13 Sq. ft.)** more or less which includes proportionate share of the Ground Floor pathway (entry to the tower) and total floor lobby entire stair lobby, lift area, meter room, stair, lift covered at the roof, overhead tank consisting of **2 (Two) Bedrooms, 1 (One) Living cum Dining Space with Kitchen, 1 (One) Toilet, 1 (One) W.C and 1 (One) Open Terrace on the 2nd Floor** of the Housing Complex known as "EVANIE ECONEST" together with undivided, impartible, proportionate share of the land underneath the said building including all other common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority.

PARKING SPACE: The parking place to park one medium sized private car **Covered** space measuring about **134.5 sq. ft.** on the ground floor, (car parking place will be demarcated and numbered on or before execution of the Deed of Conveyance/Date of Possession) within the said Housing Complex named and styled as "EVANIE ECONEST".

SCHEDULE - E**(PAYMENT PLAN)****PAYMENT SCHEDULE OF THE SAID FLAT/UNIT/CAR PARKING SPACE**

INSTALMENT SCHEDULE	FLEXI PAYMENT PLAN	FLAT		ROW HOUSE
		G+IV	G+VIII	
1) Instalment	Token Amount at the time of booking	15% of total price		
2) Instalment	Within 45 days from the date of booking	10% of total Price		