

1.1) **SHARE IN THE LAND:-** shall mean and include the variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the building in which the said flat under consideration is situated.

1.2) **LAND:-** shall mean and include all estimated/projected lands admeasuring about 5 Bigha over which the proposed Housing Project named and styled as "EVANIE ECONEST" is being developed and it shall also deemed to mean and include the lands that have already been purchased by the Developer/Vendor and also the proposed to be purchased for the Housing Project to be built thereon by Developer/Vendor, and it shall also deemed to mean and include the lands that are being currently purchased or about to be purchased and also the lands that have been provided by M/s. Usashi Realstates Pvt. Ltd. to the Developer/Vendor for the purpose of developmental work.

1.3) **DEVELOPMENT:-** shall be deemed to mean and include development of the said "LAND" by construction of a Housing Project of mass scale consisting of several multi-storied buildings comprising of several self-contained complete Residential Flat/Apartment, Parking Space, Commercial Space inclusive of Specified Facilities/Club/Amenities/Service Facility/Activity Centre. The said Development shall be carried out in different phases. The demarcation and naming of each phase shall be done subsequently for the Housing Complex named and styled as "EVANIE ECONEST".

1.4) **UNDIVIDED INTEREST:-** shall mean and include the undivided, proportionate, indivisible, impartible and variable share in the land underneath the Building/Block/Tower in which the said Flat/Apartment under consideration is located. The said undivided interest shall not extend to the common areas within the said premises of the Housing Project under consideration.

1.5) **SHARE IN COMMON PORTIONS/AREA:-** shall mean and include undivided, impartible, proportionate and variable usage interest in the common areas, amenities and facilities of the said building and/or the Housing Complex, as be attributable and appurtenant to the said flat, be collectively referred to and called as the "Common Portions". The said share shall be in-conjoint with other Co-owners of the Housing Project.

1.6) **THE CLUB:-** The Developer/Vendor herein shall set up the Club which together with its assets and facilities, shall form part of the Common Portions of the Project. The Developer/Vendor reserves the right to decide the amenities and facilities to be provided in the Club. It is expected that the Club will become operational simultaneously with the completion of the 1st Phase of the Project. The Club membership shall be in the name of individual owner of the Flat/Apartment, however, if the owner of a flat is other than an individual, it will be required to nominate the occupier of such Flat/Apartment, who will be treated as the member of the Club for all purposes. The Purchaser/s understands that the membership of the Club is compulsory for every flat owner, and each member shall only have the right to use the said Club and it's facilities on payment of charges and observance of rules and regulations. No right or lien of any nature whatsoever will be created or deemed to be created in favour of member/s, in respect of the assets of the Club. The tenants and lessees of any Flat/Apartment may be eligible for membership of the Club on proper application and full payment of Membership Fee for the said Club. The said membership shall only be valid for the period of tenancy or lease as the case maybe. The family members (as defined in law) of the said Flat Owners shall also be eligible to use the facilities of the said Club. Visitors and Guests shall not be able to avail the said facilities. Detailed terms and conditions of Club Membership and the rules & regulations governing use of the Club facilities will be formulated and circulated in due course before the Club is made operational. The Purchaser/s shall abide by these rules and regulations. The Club will be managed, operated and maintained initially by Developer/Vendor, till the formation of the Flat/House Owner's Association. Once the Association is formed, the Club will be managed by the said Association. The operational costs/charges of the Club will be included in the Maintenance Charges and be as determined from time to time by the Developer/Vendor and/or the Flat/House Owner's Association. The Club Membership Fee shall be of Rs. 20,000/- (Rupees Twenty Thousand only) excluding GST and other taxes at prevailing rates payable in accordance with the Payment Schedule mentioned in Schedule E hereinafter. In addition to this onetime payment, usage based charges as may be determined from time to time shall also be payable for the use of the facilities in the Club. It is understood by the Purchaser/s herein that non-operation of the Club or any of the facilities shall not be deemed as delay in handing over the possession of the Flat/Apartment and the Purchaser/s shall take possession of the Flat/Apartment whenever the same is offered for possession by the Developer/Vendor in accordance with this Agreement.

1.7) **AMENITIES:-** The amenities shall mean and include Hi-Tech gymnasium and Spa, Ladies Adda zone and Senior Citizen Adda zone, Jogging track & Meditation centre & Yoga lounge, Festival Podium, Fishing Area, Exclusively designed Swimming Pool with Deck, Indoor Games Room with table tennis, carom board, Chess and Dart, Barbeque Zone, Central Green, Guest house for friends and family, Children's playground/kids corner and crèche and Banquet Hall, herein fore

referred as Club, as be attributable and appurtenant to the said flat. It is clarified that (1) the Developer/Vendor shall have the absolute right to modify the area, location of amenities and facilities of the Said Club (2) the Said Club shall be Co-owned by, be available to and enjoyed in common with the Co-owners of the Said Housing Complex and/or by Co-owners of the adjoining Housing Project (if any) which maybe constructed by the Developer/Vendor or by it's allied companies. If any of the amenities cannot be accommodated within the Housing Complex for reasons beyond the control and capacity of the Landowner and/or Developer, the said amenity mentioned herein shall be located in the adjoining Housing Project; of the Landowner/Developer/Vendor; or a part thereof and the said portion of the amenity shall be deemed to be an extended part of this Housing Project under consideration.

1.8) **SPECIFIED FACILITIES:-** The specified facilities shall mean and include certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/ Panchayet/P.W.D., domestic and fire water reservoirs, deep or shallow tube well, rain water harvesting system (if any), sewage treatment plant, 24 hour water supply arrangement, central water reservoirs/tanks of the said Complex (if any), central water supply pipeline in the said Housing Complex, water pumps and motors for central water supply arrangement, water filtration plant (if any), wirings, fittings and accessories for lighting of common areas of the said Housing Complex, installation for receiving and distributing electricity from supply agency, power backup generators for common electrical installation and Units (at extra cost), state-of-the-art fire fighting system in the Said Complex etc. The Purchaser/s herein shall only be eligible to conditional user rights on "Specified Facilities". It is clarified that (1) the Vendor/Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with the Co-owners of the said Housing Complex.

1.9) **SERVICE FACILITY:-** The service facilities shall mean and include certain amenities and facilities such as Media Room, Outdoor Kitchen, Courier and Laundry Facility, Common Business Centre and Lounge, Event Management Facility, Wi-Fi Zone. The Developer will provide the infrastructure but the services will be provided by the third party vendor decided by the society. The Service Facilities shall be available for use in common with the Co-owners of the said Housing Complex.

1.10) **ACTIVITY CENTRE:-** The Activity Centre shall mean and include certain amenities and facilities such as Tutorial Supervision by renowned Mentors in respective fields like Dance and Music (Indian and Western), Drawing and Crafts, Karate and Judo, Football, Cricket, Modeling, Acting, Education and Cooking.

1.11) **ADDED AREA:-** The added area shall mean and include any land or landed properties adjacent to or adjoining the said Housing Project or any part thereof that may from time to time be linked with the said area of the Housing Project named and styled as "EVANIE ECONEST".

1.12) **APPURTENANCES:-** shall mean and include the appurtenances associated and incidental to the Designated Flat/Apartment mentioned hereinafter.

1.13) **ASSOCIATION:-** shall mean and include the Association formed out of the members/Flat Owners of the Housing Complex named and styled as "EVANIE ECONEST" in accordance to the provisions as set out in the West Bengal Apartment Ownership Act, 1972.

1.14) **BUILDING PLANS/SANCTIONED PLANS:-** shall mean and include the plans, sketches, drawings for purpose of construction of multi-storied residential building to be built on the land morefully described in the schedules herein below, being sanctioned by the concerned authorities and shall include all sanctionable modifications thereof and/or alterations thereto as may be required by the Developer/Vendor with the approval of the Architects and/or the concerned authorities; including all sanctioned/permissible/vertical/ horizontal extensions and modifications made thereto (if any) from time to time.

1.15) **INSTALLATIONS AND COMMON AREAS:-** shall mean and include the parts and portions of the Land having common areas and facilities earmarked for common use and enjoyment for all Flat/Apartment Owners and according to the context mean and include the areas, installations and facilities of the Housing Complex written and expressed or intended by the Developer/Vendor for common use and enjoyment of the Purchaser/s in common with the Developer/Vendor, Landowner and other Co-owners of the Housing Complex named and styled as "EVANIE ECONEST".

1.16) **COMMON EXPENSES:-** shall mean and include all expenses for the Common Purposes hereunder written.

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1.17) **COMMON PURPOSES:-** shall mean and include the purposes of managing maintaining and up-keeping the said premises and the said Housing Complex or the Bungalows and Buildings and in particular the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Apartment exclusively and the common areas and installations in common.

1.18) **CO-OWNERS:-** shall mean and include all the Purchaser/s who from time to time have purchased and/or agreed to purchase any Flat/Apartment/Car Parking Space and/or taken possession of such Flat/Apartment/Car Parking Space including the Landowner and Developer/Vendor for those units not alienated or agreed to be alienated.

1.19) **DESIGNATED BLOCK/TOWER:-** shall mean and include every part of the said multi-storied building/tower where the designated Flat/Apartment under consideration is situated.

1.20) **DESIGNATED FLAT/APARTMENT:-** shall mean and include the Flat/Apartment morefully described in Schedule D hereinafter.

1.21) **MAINTENANCE-IN-CHARGE:-** Developer/Vendor shall be regarded as maintenance in charge, responsible and eligible for collection of Maintenance Fees, Interest Free Maintenance Deposits, etc. until and upon formation of the Association of the Apartment Owners and its taking charge of the acts relating to the common purposes.

1.22) **PURCHASER/S:-** shall mean and include one or more Purchaser/s named above:-

- a) In case of an individual, his/her/its/their heirs, executors, administrators, legal representatives and/or assigns.
- b) In case of a Hindu Undivided Family, its members for the time being their respective heirs, executors, administrators, representatives and/or assigns.
- c) In case of a Partnership Firm, it's Partners for the time being, their respective heirs, executors, administrators, representatives and/or assigns.
- d) In case of a Company, its successors or successors-in-office and/or assigns.
- e) In case not falling within any of the above categories, the constituent of the Purchaser/s as its nature and character permits and their heirs, representatives or successors as the case may be and/or assigns.

1.23) **FORCE MAJEURE EVENTS:-** shall mean and include the following:-

- a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- c) Riot, commotions or other civil disorders;
- d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:-
 - (i) Any act, regulation or restraint constituting a change in law,
 - (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made,
 - (iii) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- e) Any local issues which may hamper the implementation of the Project;
- f) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- g) Epidemic, famine or plague;
- h) Radioactive contamination or ionizing radiation;
- i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- j) Strike, lockout or other labour difficulties; or
- k) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.