

5.4) **FURTHER CONSTRUCTION AND ROOF RIGHTS:-** A demarcated portion of the top roof of the said building/block/tower shall be accessible by all residents of the said building/block/tower hereinafter referred as "Common Roof". All common installations such as water tank and lift machine room shall be situated in this portion of the roof and the remaining area of the top roof of the said building /block/tower shall remain in exclusive possession of the Landowner and/or Developer. The entire Roof Right shall remain vested in favour of the Landowner and/or Developer and shall reserve the exclusive right to transfer/sale/lease/rent as deemed fit and proper by the Landowner and/or Developer herein. The Purchaser/s specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the said building/ block/tower as aforesaid, the Landowner and/or Developer shall always have the absolute right for further construction on the entirety of the top roof and the Purchaser/s specifically agrees not to do any act, which prevents or hinders such construction. After such construction, the ultimate roof above such construction shall be treated as the Common Roof for common use of all residents of the said building/block/tower.

6.

<: HANDING OVER OF POSSESSION :>

EXPECTED POSSESSION TIME:- Based on the present plans and estimations, the Landowner and/or Developer endeavors to complete construction of the Flat/Apartment and hand over possession thereof to the Purchaser/s within 40 (forty) months from the effective date (being the date of the signing of this presence) or from the date of obtaining Sanctioned Building Plans from the concerned authorities, whichever is later. Provided that the Landowner and/or Developer shall be entitled to reasonable extension of time period for giving delivery of the Flat/Apartment on the aforesaid date, if the completion of the Flat/Apartment is delayed on account of:-

- (i) Force Majeure Events,
- (ii) Any delay in payments stipulated in this Agreement by the Purchaser,
- (iii) Any delay in obtaining any approval, sanction of the authorities concerned,
- (iv) Any delay due to any order, notification of authorities concerned,
- (v) Any delay in obtaining electricity and/or water connections,
- (vi) Any default by the Purchaser of the terms and conditions of this Agreement.

6.2) **CONDITION PRECEDENT:-** The Purchaser/s shall not be entitled to the possession of the Flat/Apartment until payments of Total Sale Price and all other charges, expenses or deposits that are due to the Landowner and/or Developer under this Agreement have been cleared in full, regardless of whether work in other Flat/Apartment and in common areas or facilities and amenities has been completed or not. All internal works for the Flat/Apartment under consideration shall be completed in full on or before handing over of Possession.

6.3) **MODE OF GIVING POSSESSION:-** The Landowner and/or Developer shall serve upon the Purchaser/s a notice in writing vide "Possession Notice" to take over possession of the Flat/Apartment, Car Parking (if any) within 15 (fifteen) days i.e. "Possession Period" from the date of the Possession Notice. It will not be necessary for the Landowner and/or Developer to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Purchaser/s complying with all provisions, formalities, documentation, etc. as may be prescribed by the Landowner and/or Developer in this regard and provided the Purchaser/s is not in default of any of the terms and conditions of this Agreement, the Landowner and/or Developer shall give possession of the Flat/Apartment, Car Parking (if any) to the Purchaser/s on a date i.e. "Possession Date" fixed by the Landowner and/or Developer and the said date will be within the Possession Period.

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6.4) **DEEMED POSSESSION:-** It is understood by the Purchaser/s that even if the Purchaser/s fails to take possession of the Flat/Apartment, Car Parking (if any) within the Possession Period, the Purchaser/s shall be deemed to have taken possession of the Flat/Apartment on the last day of the "Possession Period" for all purposes and irrespective of the actual date when the Purchaser/s takes physical possession of the Flat/Apartment, Car Parking (if any).

6.5) **PENALTY FOR NOT TAKING POSSESSION:-** In case the Purchaser/s fail/s to take possession of the Designated Unit within POSSESSION PERIOD, the Purchaser/s shall be liable to pay holding charges calculated @ **Rs. 50/- per Sq. ft.** per month of the total covered area in respect of the said Flat/Apartment. This shall in addition to other charges applicable.

6.6) **RESPONSIBILITIES:-** From the Date of Possession, the Flat/Apartment, Car Parking (if any) shall be at the sole risk and cost of the Purchaser/s and the Landowner and/or Developer shall have no liability or concern thereof. The Purchaser/s shall become liable to pay the maintenance charges in respect of the Flat/Apartment and the common areas and facilities on and from the Possession Date. All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the concerned authorities relating to the undivided interest shall be paid and borne by the Purchaser/s, proportionate to his/her/it/their interest therein and those relating only to the Flat/Apartment, Car Parking (if any) shall be borne solely and conclusively by the Purchaser/s, with effect from the Date of Possession.

6.7) **HOLDING CHARGE FOR FAILURE TO GIVE OR TAKE POSSESSION:-** In case the possession of the Flat/Apartment, Car Parking (if any) are not offered to the Purchaser/s within the stipulated period, the Purchaser/s, if he/she/it/they is/are otherwise not in default, shall be entitled to receive from the Landowner and/or Developer interest @ 8% for the period of delay on the amount received from the Purchaser/s and no other compensation of any kind. Provided that in the event of non availability of a building material in the market or Truckers' Strike or any other impedance consequent to Force Majeure Events or for any other reason which is beyond the control of the Landowner and/or Developer, the Purchaser/s shall be deemed to have given extension to the Landowner and/or Developer, for the entire duration of such Force Majeure Events, for handing over the possession of the Flat/Apartment, Car Parking (if any) to the Purchaser/s.

7. **<: COMPLIANCE :>**

7.1) **COMPLIANCE OF TERMS AND CONDITIONS BY THE LANDOWNER AND/OR DEVELOPER:-** The Landowner and/or Developer hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning of the plans or before issuing of Clearance/Completion/Occupancy Certificate from the concerned authorities in in respect of the Flat/Apartment/Building/Block/Tower/Amenities etc.

8. **<: DEVELOPMENT OF PHASE :>**

8.1) **DEVELOPMENT OF PHASE I:-** The Purchaser/s hereby agrees that the Landowner and/or Developer shall have full and absolute right without any interference from any quarter whatsoever in any form or manner, to develop the **Phase - I** of the Project on the land by constructing buildings/blocks/towers/ residential flats/apartments, bungalows, row house, car parking and commercial space.

9. **<: EASEMENT RIGHTS :>**

9.1) **EASEMENT:-** The Purchaser/s herein shall be entitled to enjoy right of easement as set out in The Indian Easement Act, 1882 in connection to the Flat/Apartment and the land comprised therein,

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along with other Co-owners of the buildings built on land comprised in the said Housing Project named and styled as "EVANIE ECONEST" Phase I and shall have the right to use the approach road and other common areas and facilities (including the Club) in the said Housing Project.

10.

<: DEFAULTS :>

10.1) DEFAULT OF PAYMENT BY THE PURCHASER/S:- In case the Purchaser/s commits default in making payment of the consideration sum, extras and/or deposits or any installment/part thereof within time or commits any breach of the terms and conditions contained herein, then or in any of such events, the Landowner and/or Developer shall give a notice to the Purchaser/s to pay the amounts under default or to rectify the breach. In case the Purchaser/s fails and/or neglects to make the payment of the said amounts under default with applicable interest or to rectify the breach complained within a period of 45 days from the date of the receipt of the notice, this Agreement may, unilaterally at the option and discretion of the Landowner and/or Developer may be terminated and rescinded. In the event of such termination and rescission the rights and claims, if any, of the Purchaser/s against the Landowner and/or Developer, concerning the Flat/Apartment and/or any appurtenances shall stand extinguished without any right of the Purchaser/s hereunder. The said termination shall be done at the sole discretion of the Landowner and/or Developer and the Purchaser/s shall not raise any objection in any manner or manner. In that event, the Landowner and/or Developer shall be entitled to forfeit a sum equivalent to 4 % of the Total Sale Vale as pre-determined compensation along with advocate's fees, Service Tax paid (in actual), from the amount received by the Landowner and/or Developer. The balance amount; remaining with the Landowner and/or Developer out of the earnest money until then received by the Landowner and/or Developer from the Purchaser/s; shall become refundable by the Landowner and/or Developer to the Purchaser/s without paying any interest thereon. In case the earnest money until then received by the Landowner and/or Developer is insufficient to cover the said Pre-determined compensation and liquidated damages, the sort fall shall be paid by the Purchaser/s to the Landowner and/or Developer separately and within 7 days of the termination or recession of this Agreement by the Landowner and/or Developer herein.

10.2) CONDONING BY LANDOWNER AND/OR DEVELOPER:- In case the Landowner and/or Developer condones the default of the Purchaser/s, then and in such event the Purchaser/s shall along with such dues and/or arrears, pay interest @18% per annum on all amounts remaining unpaid till that date and being compounded monthly.

10.3) PAYMENT/S FOR DELAYED HANDOVER OF POSSESSION BY THE LANDOWNER AND/OR DEVELOPER:- In case the Purchaser/s complies/have complied his/her/its/their obligations strictly as per the provisions of payment hereunder and the Landowner and/or Developer fails to construct the Flat/Apartment within the stipulated period, then the Landowner and/or Developer shall be automatically allowed an extension of time period for completion of the said Flat/Apartment. The period of delay caused by Force Majeure shall be added to the time period required for completion of the Flat/Apartment. If the Landowner and/or Developer herein fails to construct the Flat/Apartment on or before expiry of the aforesaid time period and the extended period then and only in such event, the Landowner and/or Developer would be liable to pay to the Purchaser/s @ 8 % per annum (SI) on the total sum paid till that date by the Purchaser/s for the aforesaid Flat/Apartment, and such calculations will be based and calculated from the respective dates on which the deposit of installments were made. Such payment shall be subjected to the condition that the Purchaser/s herein had made all payments on time without any delay and strictly in accordance to the payment schedule hereinafter.

10.4) CANCELATION/TERMINATION OF AGREEMENT BY THE PURCHASER/S:- In the event of cancellation or withdrawal of Application/Agreement for Sale by the Purchaser/s, then the

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Purchaser/s shall be liable to pay charge @ 4% of the Total Sale Value [which shall mean and include the Basic Sale Price of the Flat/Apartment, Amenities Charges, other charges and Parking (if any)]. 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.

10.5) CANCELLATION/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 Landowner and/or Developer shall be entitled at it's 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.

11.6) 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.

<: COMPLETION OF SALE :>

11.1) The sale of the Flat/Apartment and its appurtenances shall be completed by execution and registration of Deed of Conveyance by the Landowner and/or Developer 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 Landowner and/or Developer 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 after it has been constructed and all payments the then due and payable by the Purchaser/s to the Landowner and/or Developer stands completed. The Landowner and/or Developer 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 Landowner and/or Developer shall have the right to cancel this Agreement. The Deed of Conveyance shall be drafted by the Solicitors/Advocates of the Landowner and/or Developer and shall be in such form and contain such particulars as may be approved by the Landowner and/or Developer. No request for any changes whatsoever in the Deed of Conveyance will be entertained by the Landowner and/or Developer 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 Landowner and/or Developer. The same shall be paid by the Purchaser/s within 15 (fifteen) days from the date of demand by the Landowner and/or Developer.

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 Landowner and/or Developer receiving "No Objection Certificate" from such Bank/Financial

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Institution (if so required) and the Deed of Conveyance shall be handed over to the lending institution, if so required by them.

12.

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

12.1) The Purchaser/s may with the prior consent in writing from the Landowner and/or Developer and against payment in advance to the Landowner and/or Developer, a sum equivalent to 1% of the Total Sale Value payable by the Purchaser/s to the Landowner and/or Developer hereunder, get the name of his/ her/its/their Nominee substituted in his/her/its/their place and stead in the records of the Landowner and/or Developer 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, covenants 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. The change of nomination shall be executed and effective on or after expiry of the locking period. The Landowner and/or Developer shall charge @ **Rs. 50/- per sq. ft.** plus applicable GST for execution of the fresh agreement with the said Nominee. The acceptance of the Nominee of the Purchaser/s shall be subjected to the discretion of the Landowner and/or Developer 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 Nominee 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 Landowner and/or Developer in respect of the Flat/Apartment are fully paid up and a no dues certificate is obtained by the Purchaser/s from the Landowner and/or Developer.

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 Landowner and/or Developer 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 Landowner and/or Developer 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.

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13.3) The Landowner and/or Developer 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. ASSOCIATION:- The Purchaser/s shall become a member of the Flat Owner's Association. The Purchaser 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. 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 convenience being referred to and called as the "Maintenance Charges") per month of such area and facilities as may be fixed by the Landowner and/or Developer/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 Landowner and/or Developer/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 Landowner and/or Developer/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 (one)/- per sq. ft. of the super built up area of the Flat/Apartment, shall be paid by the Purchaser/s to the Landowner and/or Developer within the due date mentioned in the Possession Notice. The Maintenance Security Deposit shall be used by the Landowner and/or Developer/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 Landowner and/or Developer 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 Landowner and/or Developer/Association.

14.4) The Common Areas and Installations shall be in the exclusive control, management and administration of Landowner and/or Developer, who shall be in-charge of maintenance. The said Landowner and/or Developer 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 Landowner and/or Developer 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

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