

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 Landowner and/or Developer for common use and enjoyment of the Purchaser/s in common with the Landowner and/or Developer 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 under written.

COMMON PURPOSES:- shall mean and include the purposes of managing maintaining and 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/or Developer for those units not alienated or agreed to be alienated by the Landowner and/or Developer.

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:- Landowner and/or Developer 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:-


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- 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.

2. <: UNDERSTANDING OF SCHEME BY THE PURCHASER >:

The Purchaser/s undertakes and covenants that he/she/it has/have understood and accepted the under mentioned scheme of development.

2.1) DEVELOPMENT:- The said Housing Complex shall stand named and styled as "EVANIE ECONEST". The adjoining areas of other Housing Projects developed by the same Landowner and/or Developer herein may be deemed to be an extended area of the Housing Project under consideration. The Landowner and/or Developer herein intends to expand the area of the instant Housing Project under consideration by adding and developing more adjacent lands from time to time in due course. The Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto in any form or manner.

2.2) EXTENT OF RIGHTS:- The rights of the Purchaser/s shall be limited and confined to the ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space (if any) (4) in the common portions (5) share in the said club & (6) the User Rights in the specified facilities, club, amenities, service facility and activity centre and the Purchaser/s hereby accepts the same and shall not under any circumstances raise any claim of ownership on any of the Specified Facilities/Club/Amenities/Service Facility/Activity Centre.

2.3) VARIABLE COMMON PORTIONS:- The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Landowner and/or Developer, to accommodate its future plans regarding the Said Housing Project and the Purchaser/s hereby accepts the same and the Purchaser/s shall not, under any circumstances, raise any objection or hindrance thereto.

2.4) RIGHT OF USAGE IN SPECIFIED FACILITIES:- The Purchaser/s shall only have User Right in the Specified Facilities/Club/Amenities/Service Facility/Activity Centre and the Purchaser/s

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hereby accepts the same and shall not under any circumstances raise any claim of ownership on any component or constituent of the Specified Facilities/Club/Amenities/Service Facility/Activity Centre.

2.5) NO LAND SHARE IN SPECIFIED FACILITIES:- The Specified Facilities which are located in the Said Premises shall always be deemed to be excluded from the area of the Land Share which is being transferred to the Purchaser/s and shall not under any circumstances extend to and include such part. The Purchaser/s hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

2.6) LOCATION OF SPECIFIED FACILITIES:- The Specified Facilities may either be located within the Said Premises or may be located in other portions of the project area and/or may be part of other adjoining project by the same Landowner and/or Developer. If some of the Specified Facilities are located in other portions of the Housing Project and/or are part of the other adjacent projects, then in such event such part on which the Specified Facilities are located shall be deemed to be the bounded area of the project.

PURCHASER'S SATISFACTION:- The Purchaser/s undertakes to the Landowner and/or Developer that the Purchaser/s is completely acquainted with, fully aware of and is thoroughly satisfied about the title of the Landowner and/or Developer, right and entitlement to develop the said premises, the sanctioned plans, all the relevant documents, the right of the Landowner and/or Developer to grant this presents, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser/s and the negative covenant mentioned above and/or the Said Agreement and/or elsewhere in this presents and the Purchaser/s hereby accepts the same and shall not raise any objection with regard thereto.

2.8) RIGHTS OF THE PURCHASER/S IN THE SAID FLAT AND APPURTENANCES:- The Purchaser/s undertakes to the Landowner and/or Developer that the right, title and interest of the Purchaser/s is confined only to the said flat and appurtenances and the Landowner and/or Developer is entitled to deal with and dispose off all other portions of the said building/block/tower, the said premises and the said Housing Complex to any intending Purchaser as deemed fit and proper by the Landowner and/or Developer and the Purchaser/s under no circumstances shall be entitled to raise any objection in any form or manner thereof.

2.9) EXTENSION/ADDITION OF SAID COMPLEX AND OTHER ADJOINING PROJECTS:- The Purchaser/s undertakes to the Landowner and/or Developer that notwithstanding anything contained in this presents, the Purchaser/s has no objection and shall under no circumstances have any objection to the Landowner and/or Developer regarding (1) integrating/adding (notionally or actually) the said Housing Complex/other adjoining projects (by the same Landowner and/or Developer) to the said premises and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying and realigning the extent, area, layout and location of the said building/the said premises including the common portions and the specified facilities, (3) modifying the sanctioned plans, as may be necessary in this regard, (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the common portions and (5) granting all user rights over the Specified Facilities/ Club/Amenities/Service Facility/Activity Centre to the transferees of the said Housing Complex and the other Co-owners. It is clearly understood by the Purchaser/s that the Purchaser/s shall not have any right to erect any wall/boundary wall in the said premises and/or the said Housing Complex and/or the other adjoining project.

2.10) UNDERTAKING OF PURCHASER:- The Purchaser/s further undertakes that in consideration of the Landowner and/or Developer conveying the said flat and appurtenances to the Purchaser/s, the Purchaser/s has accepted the above conditions have granted and/or shall be deemed to have granted to the Landowner and/or Developer and other Co-owners, and all Successors-in-

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interest/title unfettered and perpetual easements over, under and above all common portions comprised in the said premises with right to connect the same to the said Housing Complex/other adjoining projects integrated/added to the said premises by the same Landowner and/or Developer.

3. <: INTERPRETATION :>

3.1) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

3.2) Words in singular shall include the plural and vice versa.

Reference to a gender includes a reference to all other genders.

A reference to any legislation, enactment, statutory provisions or to any provisions of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.

Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement.

3.6) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

4. <: PAYMENTS BY THE PURCHASER/S :>

4.1) **CONSIDERATION:-** The consideration sum for the sale of said Flat/ Apartment and its appurtenances shall be **Rs. 33,76,980/- (Rupees Thirty Three Lac Seventy Six Thousand Nine Hundred Eighty Only)** which includes B.S.P. of **Rs. 2,620/- (Rupees Two Thousand Six Hundred Twenty Only)** plus for **Open Car Parking Space of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only)** and for **Amenities Charges Rs. 3,00,000/- (Rupees Three Lac only)**. The said "Consideration" is exclusive of the "Legal Charges" mentioned in the **Schedule G** hereinafter.

4.2) **BASIC SALE PRICE/(B.S.P.):**- shall mean the consideration sum to be paid by the Purchaser/s for the designated Flat/Apartment. The Basic Sale Price/(B.S.P.) shall be calculated @ **Rs. 2,620/- (Rupees Two Thousand Six Hundred Twenty Only)** per sq. ft. x the Area of the designated Flat/Apartment. The Area of Flat/Apartment shall mean and include covered area and common covered area for the said Flat/Apartment. The Basic Sale Price/(B.S.P.) shall remain fixed subjected to final measurement of the designated Flat/Apartment Area at the time of Possession. If there is any increment or decrement in the area of the designated Flat/Apartment, then the Basic Sale Price/(B.S.P.) shall accordingly be increased or decreased as the case maybe. However the Purchaser/s shall be informed of such changes (if any) as and when required. If due to any forthcoming Government Legislation, Ordinances, Acts or Orders, the Consideration sum of the Designated Flat/Apartment is required to be re-calculated on the Carpet Area of the Designated Flat/Apartment, the Basic Sale Price/(B.S.P.) agreed herein upon shall remain fixed, but the rate/price for the carpet area shall be proportionately increased keeping The Basic Sale Price/(B.S.P.) intact. Thereafter all calculations shall be made on Carpet Area and the rate/price applicable thereon. The Purchaser/s is fully aware that the Basic Sale Price/(B.S.P.) does not include Parking, Administration Charges, interest free maintenance, security, Registration, Amenities Charges, Stamp Duty, Registration Fee, Advocate's Fee for Registration and Legal Documentation, Electrical Charges,

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Applicable Taxes and Levies, Administrative Charges and any other incidental expenses are to be paid as and when demanded in addition to the Basic Sale Price/(B.S.P.).

4.3) **EXTRAS:-** The Purchaser/s shall have to pay to the Landowner and/or Developer, the non-refundable amounts (in addition to the consideration sum mentioned herein) on accounts envisaged and mentioned in the **Schedule G** hereinafter.

4.4) **DEPOSITS:-** The Purchaser/s shall also pay and deposit/keep deposited with the Vendor the amounts on accounts mentioned in the **Schedule G** hereinafter, to be retained by the Landowner and/or Developer as Interest Free Security Deposits/ Interest Free Maintenance Deposits until its transfer in terms hereof. In the event of any default by the Purchaser/s in making payment of the any outgoing or taxes in respect of the Flat/Apartment, the Landowner and/or Developer shall be at liberty to pay and adjust the amounts under default out of the said deposit. Immediately upon any such payment/ adjustment the Purchaser/s shall make up for such amount by making fresh deposit of such amount along with interest thereon in terms hereof. Any such payment/ adjustment by the Landowner and/or Developer shall be without prejudice to the other rights and remedies of the Landowner and/or Developer hereunder.

PAYMENT/DEMAND NOTICE:- The Landowner and/or Developer shall issue PAYMENT/DEMAND NOTICE from time to time for payment of the installments on completion of each stage of construction i.e. "Milestone/Stage" as mentioned in **Schedule E** hereinafter. The decision of the Architect appointed by the Landowner and/or Developer about the completion of the "Milestone/Stage" shall be final and binding upon the Purchaser/s and the Landowner and/or Developer. The Purchaser/s shall pay the installments and all other dues within the due dates as would be mentioned in the PAYMENT/DEMAND NOTICE.

4.6) **TIMELY PAYMENT ASSURANCE:-** The Purchaser/s assures the Landowner and/or Developer that the Basic Sale Price/(B.S.P.) along with extras and any other charges, expenses or deposits mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Payment Notices without any default. Timely payment shall be the essence of this Agreement. The Landowner and/or Developer has informed the Purchaser/s and the Purchaser/s is aware that any default in payments would jeopardize the entire Project as well as expose the Landowner and/or Developer to financial losses and also affect the other purchasers and the completion of the said Housing Project.

4.7) **METHODS OF PAYMENT:-** All payments shall be made in Cheque/Draft/RTGS in favour of M/s. **EVANIE INFRASTRUCTURE PVT. LTD.** payable at Kolkata and shall be considered to have been received by the Landowner and/or Developer only when the amount is credited in the account of the Landowner and/or Developer. In the event any Cheque/Draft submitted by any Purchaser/s is returned unpaid, a penalty of Rs. 500/- (Rupees five hundred only) shall be levied on such Purchaser/s at the sole discretion of the Landowner and/or Developer. If the said amount along with the designated due amount is not paid within 15 (fifteen) days from the date of default, the Landowner and/or Developer shall be at the liberty and discretion to treat this Agreement as canceled and in that event, the Purchaser/s will be refunded the amount already paid by the Purchaser/s till that date after deducting @ 4% of the Total Sale Value [which shall mean and include the Basic Sale Price for the flat, amenities charges, other charges, parking (if any)]. The Landowner and/or Developer hereby expressly notify the Purchaser/s that until any instruction to the contrary given by the Landowner and/or Developer to the Purchaser/s; in writing; the Purchaser/s shall make payment of the consideration, extras and deposits and all other amounts payable to the Landowner and/or Developer hereunder, onto and in favour of M/s. **EVANIE INFRASTRUCTURE PVT. LTD.** and any receipt given by the said M/s. **EVANIE INFRASTRUCTURE PVT. LTD.** shall be binding herein.

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Palma Ghoshal.

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4.8) DELAYED PAYMENTS:- Any delay or default on the part of the Purchaser/s to pay the amounts payable by him/her/it/them to the Landowner and/or Developer under this Agreement on the due dates as stipulated, shall be construed as a breach of terms and conditions committed by the Purchaser/s herein and in event of such breach, the Landowner and/or Developer shall be entitled to charge interest @ 18% per annum for the period of delay on the default amount compounded monthly. If the default continues for a period of 2 (two) months, the Landowner and/or Developer shall have the right to treat this Agreement as canceled. In such an event the Company is also entitled to re-allot and re-sell the apartment / unit and the undivided share of the land to any person and on such terms and conditions as the Company deems, fit and Re-pay the balance amount if any within 12 weeks from the date of Re-sell.

4.9) RAISING OF FINANCE BY LANDOWNER AND/OR DEVELOPER:- The Landowner and/or Developer shall have the right to raise finance and/or loan from any financial institution and/or Bank and for that purpose create mortgage, charge on the land and/or securitization of the receivables subject to the condition that the Flat/Apartment shall be free from all encumbrances at the time of execution of the Deed of Conveyance.

4.10) RAISING OF FINANCE BY PURCHASER/S:- The Purchaser/s may obtain finance from any financial institution/Bank or any other source but the Purchaser's obligation to purchase the Flat/Apartment pursuant to this Agreement shall not be contingent on the Purchaser's ability or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she/it/them has/have been able to obtain financing for the purchase of the Flat/Apartment.

5.

<: CONSTRUCTION, DESIGN AND DEVIATION :>

5.1) DESIGNS AND CONSTRUCTION:- The Landowner and/or Developer shall construct the Flat/Apartment in accordance with the plans and designs approved by the concerned authorities and as per the specifications and particulars of construction contained in the Schedule hereinafter. The Purchaser/s acknowledges that, in the course of construction, certain changes and deviations or omissions may be required for various reasons beyond the control and capacity of the Landowner and/or Developer. Certain suggested changes in design and/or construction may have to be incorporated/required as per the guidelines of the Architect appointed by the Landowner and/or Developer or any other concerned authorities. All deemed changes, deviations, additions or omissions necessary shall be in the best interest of the Housing Project and the Flat/Apartment. Any changes, additions, deviations or omissions in design or construction recommended by the Landowner and/or Developer, Architect or any Governmental Authorities, shall be deemed to have been authorized and acknowledged by the Purchaser/s herein.

5.2) The Flat/Apartment shall be constructed and completed by the Landowner and/or Developer in the manner and to the extent mentioned in this Agreement. The delivery of the said Flat/Apartment shall be made on or after the payment of the full and final consideration sum along with all other amounts in full, by the Purchaser/s herein to the Landowner and/or Developer in terms hereof, all rights, title, possession and interest in the Flat/Apartment shall remain vested with the Landowner and/or Developer till then.

5.3) The Landowner and/or Developer shall, subject to force majeure, construct the Flat/Apartment in accordance within the specifications mentioned in **Schedule F** hereinafter within the proposed stipulated time.

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