



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

20AB 645922

EVANIE INFRASTRUCTURE PVT. LTD.

Director

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the ^{9th} day of *September*

Two Thousand and Eighteen (2018).

BETWEEN

Sushil Chandra

AND WHEREAS the Developer/Vendor on acceptance in principal of the proposal by M/s. Usashi Realstates Pvt. Ltd., and upon acceptance of the offer entered into and executed a registered Development Agreement having Being No. 152306324/2018 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523-2018, Pg. No. _-_, on the terms & conditions contained and agreed upon by the parties therein. The said Development Agreement for the sake of brevity shall be referred to and called as the **"DEVELOPMENT AGREEMENT"** and M/s. Usashi Realstates Pvt. Ltd. for sake of brevity hereinafter being referred to and called as the **LANDOWNER**.

AND WHEREAS the said M/s. Usashi Realstates Pvt. Ltd. herein in accordance to the terms and conditions contained in the said **"DEVELOPMENT AGREEMENT"**, executed a registered Development Power of Attorney in favour of the Developer/Vendor herein having Being No. 152306324/2018 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523-2018, Pg. No. ___-___. The Developer/Vendor herein have been exclusively and solely authorized and empowered by M/s. Usashi Realstates Pvt. Ltd. to develop the land property morefully described hereinafter and to sale the property under consideration i.e. the Flat and/or Car Parking Space morefully described in Schedule D hereinafter and to accept the entire consideration sum or a part thereof from the proposed Purchaser/s and to issue a valid, proper and lawful receipt of the same.

AND WHEREAS the Developer/Vendor herein in accordance to the terms and conditions contained in the said **"DEVELOPMENT AGREEMENT"**, have initiated the developmental work of the land morefully described in schedules hereinafter by obtaining necessary permissions for conversion of nature and character of land, compliance of statutory provisions, engaging architects, structural engineers, labour contractor, material supplier, contractor and other manpower, machinery and expertise required for developmental work.

ANNOUNCEMENT OF SALE:- the Developer/Vendor has formulated a scheme for deriving commercial gains and profit out of the development work on the land morefully described in schedules hereinafter, announced the sale of units to intending prospective Purchaser/s at large.

APPLICATION, ALLOTMENT AND AGREEMENT:- The Purchaser/s upon his/her/its/their full satisfaction of the Developer/Vendor and M/s. Usashi Realstates Pvt. Ltd.'s title and authority to sale the property under consideration and being desirous of purchasing an apartment in the said Housing Project named and styled as **"EVANIE ECONEST"**, applied in prescribed Application Form No. **EEN 002409** dated **06/10/2017** along with a Cheque/Demand Draft amounting to **Rs. 3,05,063/- (Rupees Three Lac Five Thousand Sixty Three Only)** as Application Money for provisional allotment and agreed to pay the remaining balance of the Consideration Sum/Basic Sale Price and other charges and deposits in the manner appearing hereinafter. Upon successful application by the Purchaser/s herein, provisional allotment of the said Flat/Apartment was given to the Purchaser/s and was intimated about the same. In accordance to the said allotment, the parties herein entered into and execute this agreement on this day of signing of this presents, for purchase of the Said flat and appurtenances, on the terms and conditions contained herein.

ACCEPTANCE OF CONDITIONS PRECEDENTS:- Notwithstanding anything contained in this presents, the Purchaser/s confirms that the Purchaser/s has accepted and agreed that the following are and shall be the conditions precedent to this presents. All the terms and conditions set forth in the Application Form shall remain applicable until and unless any of the terms and conditions contained therein, is repugnant to or in violations/contrary to the terms and conditions set forth herein.

DECLARATION:- The Purchaser/s undertakes and covenants that on or before entering into this Agreement, the Purchaser/s has/have satisfied him/her/it/their self about the terms and conditions contained herein regarding the title of the land morefully described in schedules mentioned hereinafter, the right to develop the land by construction of the said Housing Project thereon, to sell and transfer the Flat/Apartment along with the appurtenances thereto and agreed to be sold to the Purchaser/s and the same has/have understood and accepted by the Purchaser/s.

1.

<: DEFINITIONS :>

The true intents and meaning as conveyed and implied by the followings have been clearly understood, accepted, complied both expressly and implicitly and the Purchaser/s shall not raise any objection or shall object to it in any form or manner:-

- 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.

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.

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

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 Developer/Vendor herein may be deemed to be an extended area of the Housing Project under consideration. The Developer/Vendor 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 whatsoever.

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 Developer/Vendor, 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 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 the other adjoining project by the Developer/Vendor. 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 and in such event such part on which the Specified Facilities are located shall be deemed to be the extended area of the project.

2.7) PURCHASER'S SATISFACTION:- The Purchaser/s undertakes to the Landowner and/or Developer/Vendor that the Purchaser/s is completely acquainted with, fully aware of and is thoroughly satisfied about the title of the Landowner and/or Developer/Vendor, right and entitlement to develop the said premises, the sanctioned plans, all the relevant documents, the right of the Developer/Vendor 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 & APPURTENANCES:- The Purchaser/s undertakes to the Landowner and/or Developer/ Vendor that the right, title and interest of the Purchaser/s is confined only to the said flat and appurtenances and the Developer/Vendor 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 Developer/Vendor and the Purchaser/s under no circumstances shall be entitled to raise any objection in any form or manner thereof.

EVANIE CONSTRUCTION PVT. LTD.
Director

Subhadip Ghosh

2.9) EXTENSION/ADDITION OF SAID COMPLEX AND OTHER ADJOINING PROJECTS:- The Purchaser/s undertakes to the Landowner and/or Developer/Vendor 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/Vendor regarding (1) integrating/adding (notionally or actually) the said Housing Complex/other adjoining projects by the Developer/Vendor, 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/S:- 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-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.
- 3.3)** Reference to a gender includes a reference to all other genders.
- 3.4)** 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.
- 3.5)** 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 & 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.27,60,938/- (Rupees Twenty Seven Lac Sixty Thousand Nine Hundred Thirty Eight Only)** which includes B.S.P. of **Rs. 2,550/- (Rupees Two Thousand Five Hundred Fifty only)** plus for **Open Car Parking Space of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only)** plus for **Amenities Charges Rs. 2,00,000/- (Rupees Two Lac only)**. The said "Consideration" is exclusive of the "Legal Charges & other 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. 2,550/- (Rupees Two Thousand Five Hundred Fifty 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.) PLC & FLC 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, 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 Developer/Vendor, 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 Developer/Vendor 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 Developer/Vendor 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 Developer/Vendor shall be without prejudice to the other rights and remedies of the Developer/Vendor hereunder.

4.5) **PAYMENT/DEMAND NOTICE:-** The Developer/Vendor 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 Developer/Vendor about the completion of the "Milestone/Stage" shall be final and binding upon the Purchaser/s and the Developer/ Vendor. 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 Developer/ Vendor 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 Developer/Vendor 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 Developer/Vendor 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 Developer/Vendor only when the amount is credited in the account of the Developer/Vendor. 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 Developer/Vendor. If the said amount along with the designated due amount is not paid within 15 (fifteen) days from the date of default, the Developer/Vendor 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 the Developer/Vendor hereby expressly notify the Purchaser/s that until any instruction to the contrary given by the Developer/Vendor and Landowner 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/Vendor hereunder shall be payable to and in favour of **M/s. EVANIE INFRASTRUCTURE PVT. LTD.** and any receipt given by the said **M/s. EVANIE INFRASTRUCTURE PVT. LTD.** thereof shall be lawful and valid.

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 Developer/Vendor 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 Developer/Vendor 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 Developer/ Vendor shall have the right to treat this Agreement as canceled. In such an event the Company is also entitle 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/Vendor 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 but 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 Developer/Vendor 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 Developer/Vendor. Certain suggested changes in design and/or construction may have to be incorporated/required as per the guidelines of the Architect appointed by the Developer/Vendor 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 Developer/Vendor, 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 Developer/Vendor 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/Vendor in terms hereof, all rights, title, possession and interest in the Flat/ Apartment shall remain vested with the Developer/Vendor till then.

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

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 :>

6.1) EXPECTED POSSESSION TIME:- Based on the present plans and estimations, the Developer/Vendor 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 present) or from the date of obtaining Sanctioned Building Plans from the concerned authorities, whichever is later. Provided that the Developer/Vendor 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/Vendor 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 Developer/Vendor 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 Developer/Vendor 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 Developer/Vendor in this regard and provided the Purchaser/s is not in default of any of the terms and conditions of this Agreement, the Developer/Vendor 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 Developer/Vendor and the said date will be within the Possession Period.

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 Developer/ Vendor 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 Developer/Vendor interest @ 8% (SI) 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 Developer/Vendor, 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 Developer/Vendor 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 respect of the Flat/Apartment/Building/Block/Tower/Amenities etc.

8. <: DEVELOPMENT OF PHASE :>

8.1) **DEVELOPMENT OF PHASE:-** 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 each phase of the Project on the land by constructing buildings/blocks/towers/residential flats/apartments, bungalows, row house, car parking and commercial space and demarcation and naming of each phase shall be done subsequently.

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, along with other Co-owners of the buildings built on land comprised in the said Housing Project named and styled as "EVANIE ECONEST" 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 Developer/Vendor 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 of 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 Developer/Vendor 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 Developer/Vendor, 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 Developer/Vendor and the Purchaser/s shall not raise any objection in any manner or manner. In that event, the Developer/Vendor 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 Developer/Vendor. The balance amount; remaining with the Developer/Vendor out of the earnest money until then received by the Developer/Vendor from the Purchaser/s; shall become refundable by the Developer/Vendor to the Purchaser/s without paying any interest thereon. In case the earnest money until then received by the Developer/Vendor is insufficient to cover the said Pre-determined compensation and liquidated damages, the sort fall shall be paid by the Purchaser/s to the Developer/Vendor separately and within 7 days of the termination or recession of this Agreement by the Developer/Vendor herein.

10.2) **CONDONING BY LANDOWNER AND/OR DEVELOPER/VENDOR:-** In case the Developer/Vendor 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/VENDOR:-** In case the Purchaser/s complies/have complied his/her/its/their obligations strictly as per the provisions of payment hereunder and the Developer/Vendor fails to construct the Flat/Apartment within the stipulated period, then the Developer/Vendor 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 Developer/Vendor 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 Developer/Vendor would be liable to pay to the Purchaser/s @ 8% 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 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) CANCELTATION/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 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.

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) 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