

fresh agreement with the said Nominee/s. The acceptance of the Nominee of the Purchaser/s shall be subjected to the discretion of the Developer/Vendor and it's 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/her/their/it's Nominee/s 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 Developer/Vendor in respect of the Flat/Apartment are fully paid up and a no dues certificate is obtained by the Purchaser/s from the Developer/Vendor.

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 Developer/Vendor 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 Developer/Vendor 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.

13.3) The Developer/Vendor shall, in it's 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 :>

14.1) ASSOCIATION:- The Purchaser/s shall become a member of the Flat Owner's Association. The Purchaser/s 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.

14.2) 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 brevity being referred to and called as the "Maintenance Charges") per month of such area and facilities as may be fixed by the Developer/Vendor/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 Developer/Vendor/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 Developer/Vendor/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/- per sq. ft. of the super built up area of the Flat/Apartment, shall be paid by the Purchaser/s to the Developer/Vendor within the due date mentioned in the Possession Notice. The Maintenance Security Deposit shall be used by the Developer/Vendor/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 Developer/ Vendor 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

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 Director
 Subhadip Ghosh

shall fall below the prescribed limit mentioned above, the Purchaser/s shall make good such shortfall immediately on demand being made by the Developer/Vendor/Association.

14.4) The Common Areas and Installations shall be in the exclusive control, management and administration of Developer/Vendor, who shall be in-charge of maintenance. The said Developer/Vendor 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 Developer/Vendor 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 (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building/Block/Tower and/or enjoyed or used by the Purchaser/s in common with other occupiers or serving more than one Flat/Apartment and other saleable space in the Building/Block/Tower and at the Premises, main entrance, landings and staircase of the Building/Block/Tower enjoyed or used by the Purchaser/s in common as aforesaid and the boundary walls of the Premises, compounds etc. The costs of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Building/Block/Tower so enjoyed or used by the Purchaser/s in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.

14.7) **OPERATIONAL:-** All expenses for running and operating all machines equipment's and installations comprised in the Common Areas and Installations (including lift, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.

14.8) **STAFF:-** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

14.9) **ASSOCIATION:-** Establishment and all other expenses of the Flat Owner's Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the said Association.

14.10) **TAXES:-** Panchayet/Municipal/Corporation/BL & LRO and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Apartment).

14.11) **INSURANCE:-** Insurance premium (if insured) for insurance of the Building/Block/Tower and also otherwise for insuring the Designated Building/ Block/Tower against earthquake, damages, fire, lightning, mob, violence, civil commotions.

14.12) **COMMON UTILITIES:-** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

14.13) **RESERVES:-** Creation of funds for replacement, renovation and/or other periodic expenses.

14.14) **OTHERS:-** All other expenses and/or outgoings including litigation expenses as are incurred by the Landowner and/or Developer and/or the Flat Owner's Association for the common purposes.

15. **<: DEVELOPER/VENDOR AND LANDOWNERS EXCLUSIVE AREAS AND ENTITLEMENTS :>**

15.1) Upon construction of the Building/Block/Tower etc., the Landowner and/or Developer/Vendor shall identify and demarcated portions of the ground level at the said Premises as driveway, pathway and passage for common use, save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed

or intended to form part of the Common Areas and Installations, all open and covered space at the ground level at the said Premises shall be the exclusive property of the Landowner and/or Developer/Vendor and the Landowner and/or Developer/Vendor shall have the full and free right to make additions, alterations, constructions and/or Re-constructions in any open space at the said Housing Complex not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for any purposes at such consideration and in such manner and on such terms and conditions as the Landowner and/or Developer/Vendor shall, in its absolute discretion, think fit and proper.

15.2) The Developer/Vendor shall be entitled to link the said Premises with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the said Premises whether acquiring (in its name and/or in the name of any group company/associate/sister concern/nominee) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc. with the added areas as the Developer/Vendor may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer/Vendor shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said Premises with the Added Areas:-

- (i) to amalgamate or merge the added areas or any part thereof with the said Premises and/or the said Housing Complex in such manner and to such extent as be deemed fit and proper by the Developer/Vendor,
- (ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access ways at the said Premises for any sanction, construction, use and enjoyment of the added areas or any constructions and developments thereon,
- (iii) to cause or allow Building Plans for construction at the added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises,
- (iv) to utilize any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building or Housing Complex thereon (by way of additional floor, additional building or otherwise) owing to any link with the added areas,
- (v) to combine and/or connect the said Premises and the added areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the said Housing Complex and the added areas in such manner and to such extent as the Developer/Vendor may deem fit and proper.

15.3) The Developer/Vendor may at its discretion inform at appropriate time by General Notice or any Specific Notice to the Purchaser/s about any modifications and/or alterations in the terms and conditions of this Agreement or owing to any linkage with any additional area and so long as the location or area of the said Flat/Apartment is not changed, the Purchaser/s shall not object thereto or raise any claim in respect thereof provided that in case the location or area of the said Flat/Apartment also gets affected due to such linkage, the parties shall mutually discuss and finalize the consequence thereof and falling such Agreement, either party shall be entitled to terminate this Agreement and the Developer/Vendor shall upon such termination refund the earnest money until then paid by the Purchaser/s to the Developer/Vendor.

15.4) In case of any construction, any additional construction arising out of linkage with additional area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser/s neither individually or jointly with any Co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser/s hereunder nor to claim any amount or consideration from the Developer/Vendor on account thereof.

16. ADJUDICATION OF DISPUTES:- If any disputes and differences arise by and between the Parties hereto in any way relating to or connected with the Flat/Apartment and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Developer/Vendor. It is agreed by and between the parties herein that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on both the Parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

17. **NOTICE:-** Unless otherwise expressly mentioned herein all Notices shall be served to the Parties by hand or sent by registered post or speed post with acknowledgement due to at the address of the other party mentioned herein above or hereafter notified in writing and irrespective of any change of address of return of the cover sent by registered post without the same being served. The intending Purchaser/s shall get his/her/its/theirs complete address registered with the Developer/Vendor at the time of executing this Agreement and it shall be his/her/its/theirs responsibility to inform the Developer/Vendor in writing about all subsequent changes.

18. **JURISDICTION:-** Only the Civil Courts within the Ordinary Original Civil Jurisdiction of the High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

19. **POWER & SUPPLY:-** Installation costs, deposits and other charges (inclusive of mother meter for the Building/Block/Tower, transformer) to be paid by the Developer/Vendor to the power supply authority concerned towards obtaining, installing power and for providing electricity to Common Areas, street light, parks, green verge, community facilities etc. from the deposits paid towards "External Electrification". The Purchaser shall pay for the Electricity Security Deposit ("ESD") for individual electric meters to be allotted to him by the concerned power supply authority. In case the power supply authority fails to provide individual meter to the Purchaser/s and/or makes provision for temporary connection at the time of possession, the Developer/Vendor may provide sub-meters to the Purchaser/s, subjective to viability and upon payment for such connection. The amounts and the price for each unit of electricity consumed from such temporary connection will be intimated in due course or as soon as the same is known to the Developer/Vendor, and the Purchaser shall pay the same within the due date to be mentioned by the Developer/Vendor. If the situation demands so, the Purchaser may be required to enter into a separate agreement for supply of electricity with the Developer/Vendor for supply through sub-meters. The Purchaser will be provided with Power Backup during the Power-Cuts. The actual running cost and maintenance charges of DG will be separately charged from the Purchaser along with the other owners of Units.

20. **<: PURCHASER/S FURTHER ACKNOWLEDGES, COVENANTS & ASSURES :>**

20.1) Before the date of execution hereof, the Purchaser/s have independently examined and got himself/herself/itself/themselves fully satisfied about the title of the Landowner and/or Developer/Vendor to the said Premises and the Flat/Apartment and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser/s have also inspected the Building Plans in respect of New Building/s and the location and area of the Flat/Apartment and agrees and covenants not to raise any objection with regard thereto.

20.2) That the Purchaser/s shall not be entitled to changes any exterior of his/her/its/their Flat/Apartment any manner whatsoever without consent of the Developer/Vendor herein and/or the concerned authority.

20.3) The Purchaser/s hereby gives consent to the Developer/Vendor that the Developer/ Vendor shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Land which may be made available by the concerned authorities even after registration of the Deed of Conveyance regarding the sale of the Flat/Apartment, Car Parking (if any) has been executed and the Purchaser/s or the Flat Owner's Association or any member of the said Association shall not raise any objection of whatsoever nature for the same.

20.4) The Purchaser/s shall not use the Flat/Apartment or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Flat/Apartment or for any illegal or immoral purposes. The Purchaser/s shall use the Car Parking Space (if any) carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

20.5) The Purchaser/s shall not store any goods in the Flat/Apartment and/or Car Parking Space (if any) which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

20.6) The Purchaser/s shall not make any additions or alterations in the Apartment and/or Car Parking Space (if any) or cause damage to or nuisance in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed

by the Purchaser/s, then all necessary permissions from the concerned authorities (if required) will be obtained by the Purchaser/s directly at his/her/its/ their own cost. The Purchaser/s shall not be entitled to carry out any structural changes in the Flat/Apartment, Car Parking (if any) in any form or manner whatsoever.

20.7) That it has been specifically explained that the specifications of the said flat/Block/Tower as set forth in the brochures, advertising materials, hoardings billboards and marketing are just indicative and are subjected to change based upon the situations, however such proposed changes will be done in conformity with the representations made and such proposed changes shall be the closest possible alternative available to the Developer keeping in mind the standard materials promised to be used for construction purpose. That the completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority/authorities during the construction period.

20.8) The Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the said Housing Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

20.9) The Purchaser/s shall at all times co-operate with the other Purchaser/s/Occupier/s of the Flat/Apartment and Developer/Vendor in the management and maintenance of the Apartment, Car Parking (if any) and the said Housing Project.

20.10) If at any time after the Effective Date there be imposition of any new or enhancement in any tax (GST, service tax and other taxes) or levy or fees or charges (including Stamp Duty and/or Registration Fees) on the transfer or construction of the Flat/Apartment, Car Parking (if any), the same shall be borne and paid by the Purchaser/s within 7 (seven) days of demand being made by the Developer/ Vendor without raising any objection thereto.

20.11) The Purchaser/s shall pay the proportionate rates, charges and fees till such time the Flat/Apartment, Car Parking (if any) are not mutated and separately assessed and thereafter timely pay all rates and taxes to ensure that none of the owners of other Flat/Apartment or the Developer/Vendor/Association, as the case may be, is affected in any manner for any non or untimely payment.

20.12) The Developer/Vendor shall not be responsible for any damage caused to the Flat/Apartment, Car Parking (if any) on account of delay in taking over possession and in such event, the Purchaser/s will have to take possession of the same on as is where is basis.

20.13) The Purchaser/s do hereby consent and confirm that the Developer/Vendor shall be at liberty to have the Building Plans changed, obtain fresh approval of the building plan, modify and/or alter construction, reconstruction, addition and/or alteration of or to the said Housing Complex or any part thereto or due to arising out of any linkage with the added areas and/or for change of user of any Unit other than the Flat/Apartment, provided that in case by such modification, alteration and/or sanction the location or build-up area of the Flat/Apartment is likely to be affected, then the Developer/Vendor shall take a consent from the Purchaser/s for such modification, alteration and/or sanction.

20.14) The Developer/Vendor shall be entitled to put or allow/authorize its representative to put neon sign, hoardings, sign boards or any other installation on the roof of the Building/Block/Tower or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Developer/Vendor to its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be accepted reserved in favour of the Developer/Vendor. However such display of neon sign, hoardings, sign boards or any other installation shall not be in such manner that would in any manner obstruct natural light and air to the Flat/Apartment.

20.15) The period for construction or delivery of possession of the Flat/Apartment by the Developer/Vendor to the Purchaser/s and the compliance of all other obligation by the Developer/Vendor shall always be subject to the fact that the Developer/Vendor is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Landowner and/or Developer/Vendor or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Developer/Vendor shall strive to its best to deliver possession of the Flat/Apartment as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the

Developer/Vendor, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Developer/Vendor herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer/Vendor herein.

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

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

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

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

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

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

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

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

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

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

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

21. <:GENERAL PROVISIONS:>

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

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

21.3) ENTIRE AGREEMENT:- This Agreement together with the duly filled in Application Form along with the Basic Terms and Conditions contained therein and the Allotment Letter constitute and contain the entire agreement and

understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an over-riding effect.

“SCHEDULE – A”
(SAID PREMISES)

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

“SCHEDULE – B”
(SAID PREMISES)

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

“SCHEDULE – C”
(SAID PREMISES)

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

“SCHEDULE – D”
(FLAT/APARTMENT)

ALL THAT piece or parcel of one self - contained residential **3 BHK** Flat having a total covered area of **906.25 Sq. ft.** (covered area of the Flat **725 Sq. ft.** plus added common covered area of **181.25 Sq. ft.**) more or less which includes proportionate share of the Ground Floor pathway (entry to the tower) and total floor lobby entire stair lobby, lift area, meter room, stair, lift covered at the roof, overhead tank consisting of **3 (Three) Bedrooms, 1 (one) Living cum Dining Space with Kitchen, 2(Two) Toilets, and 1 (One) Balcony on the 3rd Floor, South East side** of the Housing Complex known as “EVANIE ECONEST” together with undivided, impartiable, proportionate share of the land underneath the said building including all other common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority.

(PARKING SPACE)

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

SCHEDULE - E
(PAYMENT PLAN)

Director

EVANIE INFRASTRUCTURE PVT. LTD.

Subhadip Ghosh

PAYMENT SCHEDULE OF THE SAID FLAT/UNIT/CAR PARKING SPACE

| INSTALMENT SCHEDULE | FLEXI PAYMENT PLAN | FLAT | | ROW HOUSE |
|---------------------|--|--------------------|-----|-----------|
| | | G+IV | G+8 | |
| 1) Instalment | Token Amount at the time of booking | 15% of total price | | |
| 2) Instalment | Within 45 days from the date of booking | 10% of total Price | | |
| 3) Instalment | At the time of the foundation | 10% of total price | | |
| 4) Instalment | On casting of 1 st Floor slab/ for row house ground floor | 10% of total price | | |
| 5) Instalment | On casting of 2 nd floor slab 1 st | 15% of total price | | |
| 6) Instalment | On casting of 3 rd floor slab | 10% of total price | | |
| 7) Instalment | On casting of 4 th floor slab | 10% of total price | | |
| 8) Instalment | On casting of 5 th floor | NA | | |
| 9) Instalment | On casting of 6 th floor | NA | | |
| 10) Instalment | On casting of 7 th floor | NA | | |
| 11) Instalment | On casting of 8 th floor | NA | | |
| 12) Instalment | At the time of brick works, plaster & other internal works | 10% of total price | | |
| 13) Instalment | At the time of possession and/or registration of the deed of Conveyance whichever is earlier | 10% of total price | | |

"SCHEDULE - F"**(SPECIFICATIONS OF THE FLAT/APARTMENT)****BRICK WORK:**

200 mm thick first class brick work in 1:6 cement sand mortar in external wall, 125 mm thick Brick work in 1:4 cement sand mortar in flat partition wall and 75 mm thick brick work 1:4 cement sand mortar with H.B. netting in internal walls.

PLASTERING:

20mm thick cement plaster (1:4) to external wall, 15 mm thick cement plaster (1:6) to internal wall and 10 mm thick cement plaster (1:4) to ceiling, beam etc.

WALL FINISH & PAINTING:

External walls to be painted with weather coat paint. Inner walls including veranda shall be provided with POP in the wall and ceiling. The Staircase shall be provided with POP and finished with paint. Wall & Ceiling of car parking area will be finish white cement base paint.

FLOORING SKIRTING & DADO:

2X2 VITRIFIED TILES WILL BE PROVIDED IN BED ROOMS, VERANDAH & Drawing cum Dining Hall. Staircases service space will be provided with marble chowka. Covered car parking area will be provided with neat cement. The Toilet floors area to be water tight and to be provided with non-skid tiles of reputed make.

KITCHEN:

Kitchen will be provided with 20" wide Black Granite lying over black Stone as counter. There will be 2 foot high glazed tile dado of standard make above cooking counter. One steel sink together with a tap above the sink and tap below the sink will be provided. Flooring will be with 12"x12" non-skid tiles.

TOILETS:

1 No. European style commode with PVC cistern and plastic seat cover, Basin with pillar cock overhead shower, 1 No.2 in 1 mixture, 1 no. Bib Cock near commode. All porcelain fittings will be of white in colour. Glaze tiles of standard make will be provided up to up to Door Top.

STAIRECASE:

Staircase will be provided with windows for ventilation. Grill Stair railing will be provided as per design of Architect with handle. Lift Facia will be made of tiles.

ELECTRICALS:

- a) Separate meters for each flat (Flat owners will pay meter installation charges and other expenses)
- b) All electrical wiring will copper wiring and concealed in PVC conduits.
- c) All switches will be of semi modular type switches.
- d) Bed room: 2 lights point, 1 nos. 5 amp 5 pin plug points, 1 fan point, 1 AC Point.
- e) Drawing and dining Hall: 2 light points fans point, 2 nos. 5 amp 5 pin plug points, 1 no. 15 amp plug, 1 no. cable point.
- f) Toilets: 1 nos. light points, 1 no. 15 amp 5 pin plug point, 1 no. exhaust fan point.
- g) Kitchen: 2 nos. light points, 2 no. 5 amp plug point, 1 no. 15 amp plug points.
- h) Verandah: 1 no. light point, 1 no. 5 amp plug point.
- i) Car parking Area- Adequate light point.
- j) Boundary wall: 1 no. light point at every 6m length of the Boundary wall.
- k) Roof: 4 nos. light points and 2 nos. 5 amp. Plug points will be provided.
- l) Conduit wirings with fireproof (Havels / Finolex) Wire of required diameter will be provided.
- m) N.C.B. will be provided as per requirements.
- n) Isolators / main switches will be provided as per requirement.
- o) One calling bell point & light point at main door of each flat.

SANITARY PLUMBING:

All supply lines inside the flat will be concealed with CPVC Pipes, fittings.

UPVC Pipe will be used for outer water lines.

Outside soil, waste and rainwater line will be of PVC Pipe.

1 No. basin will be fitted at the dining area.

Septic tank will be constructed as per requirement.

ROOF:

Proper chemical treatment will be done over the roof surface for waterproofing which will be covered by IPS. The roof will be guarded on all sides with 3'-6" high parapet wall.

MAIN GATE:

Main Gate constructed of Hollow M.S. Sections and painted with synthetic enamel paint will be provided at the front part of the boundary wall as per design given by Architect / Engineer in charge.

DOORS:

- 14) Main Entrance Door: Teak pasting flush door with 3 No. hinges, 1 No. tower bolt, and wooden frame will be provided for main door.
- 15) Inside Doors: Flush door (31mm thick) with wooden primer paint and 1 nos. tower will be provided.
- 16) Toilet Doors: PVC Door with frame of standard make.

EVANIE INFRASTRUCTURE PVT. LTD.

Subhadip Ghosh

WINDOWS:

Sliding windows built of Anodized Rolled Aluminium Sections with Glass of 3mm thickness will be provided. Toilet windows will be provided with M.S top hanged windows with glass & guard bar.

M.S. GRILLS:

Grills will be provided on all the windows and painted with synthetic enamel paint.

LIFT:

Manual passenger lift of reputed brand with well interior of 4 person capacity to be provided as per requirement.

Director

SCHEDULE G
(EXTRAS AND DEPOSITS)

1. The Purchaser/s shall pay to the Developer/Vendor 1.5% of the total Government prescribed Market Value towards the Advocate fees and/or legal charges for preparation of this Agreement for Sale and the Deed of Conveyance by the Advocate appointed by Developer/Vendor (out of which 50% of the payment against legal charges will be paid at the time of execution of this Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance). Legal Charges including Advocate fees shall be charged separately for registration of Agreement for Sale.

Legal Charges:-

| | |
|--|---|
| Society Formation of Each Flat | Rs. 2,000/- extra |
| Legal Charges at the time of this Agreement for Sale | Rs. 1,000/- extra |
| Legal Charges at the time of Final Deed of Conveyance Registration | Rs. 1,000/- extra |
| Legal Charges for Registration | 1.5% of the total Government prescribed Market Value |

2. In addition to the abovementioned amounts, the Purchaser(s) shall also pay to the Landowner and/or Developer the following amounts as applicable:-

| | |
|---------------------|---------------|
| CAR PARKING (Open) | Rs 2,50,000/- |
|---------------------|---------------|

AMENITIES CHARGES

| | | | |
|---------------------------|--------------|--------------------------|--------------|
| Wi-Fi Installation charge | Rs. 5000/- | Fire Fighting | Rs. 25,000/- |
| Power Backup | Rs. 30,000/- | External Development | Rs. 25,000/- |
| Additional Development | Rs. 50,000/- | External Electrification | Rs. 15,000/- |
| Road Development | Rs. 50,000/- | Club Membership | Rs. 20,000/- |

VIEW PLC APPLICABLE

| | |
|-----------------------------------|----------------------------------|
| Corner Facing Rs 75/- per sq. ft. | Road Facing Rs 100/- per sq. ft. |
|-----------------------------------|----------------------------------|

(a) In case the Purchaser/s requests any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Landowner and/or Developer to refuse or deny the same, in case the Developer/Vendor, in it's sole discretion agree to do the same or any part thereof, the Purchaser/s shall be liable to pay upfront the full costs, charges and expenses for the Developer/Vendor doing the same.

(b) Security* Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.

(c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registration of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.

(d) Service Tax, GST or any other statutory charges/taxes/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser/s in respect of the Designated Unit.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Parties at Kolkata

in the presence of:-

1.

2.

EVANIE INFRASTRUCTURE PVT. LTD.



Director

SIGNATURE OF THE DEVELOPER/VENDOR



SIGNATURE OF THE PURCHASER/S

RECEIPT

RECEIVED from the within named Purchaser/s the within mentioned sum of **Rs.7,73,062 /-** (**Rupees Seven Lac Seventy Three Thousand Sixty Two only**) as an earnest/advance money including proportionate Goods & Service Tax under this Agreement for Sale as per Memo of Consideration herein below:-

MEMO OF CONSIDERATION

| SL. No. | Cheque No./ Cash | Bank & Branch | Date | Principal Amount (Rs.) | GST Amount (Rs.) |
|--------------------|------------------|---------------|----------|------------------------|------------------|
| 1. | Card | AXIS BANK | 06/10/17 | 2,72,378 | 32,685 |
| 2. | Card | AXIX BANK | 12/10/17 | 4,17,856 | 50,143 |
| TOTAL | | | | 6,90,234 | 82,828 |
| GRAND TOTAL | | | | 7,73,062 | |

(Rupees Seven Lac Seventy Three Thousand Sixty Two only)

WITNESSES:

1.

2.

EVANIE INFRASTRUCTURE PVT. LTD.

Director

SIGNATURE OF THE DEVELOPER/VENDOR

Subhadip Ghosh