



EVANIE INFRASTRUCTURE PVT. LTD.

प्रभिकार
Director

पश्चिम बंगाल WEST BENGAL

20AB 134970

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the *11th February* day of

Two Thousand and eighteen (2019).

BETWEEN

Sybil Balla Goid

M/s. EVANIE INFRASTRUCTURE PVT. LTD. (PAN - AAECE5886B), a Company incorporated under the Companies Act 1956 (CIN No. U45309 WB2017 PTC220329), having its office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No E2/1, 1st floor, PO – Sreebhumi, PS – Lake Town, Kolkata – 700 048, Dist: 24 PGS (N), being represented by its Director **SRI SUPRIYA KUMAR PATRA** by virtue of the resolution adopted, passed and resolved in the meeting of B.O.D. held on 03/11/2017 at 1 PM at 594/1, Dakshindari Road, 'Bima Abasan', Flat No. E2/1, 1st floor, PO - Sreebhumi, PS - Lake Town, Kolkata - 700048, Dist: 24 PGS (N), hereinafter for the sake of brevity referred to and called as the "**DEVELOPER/VENDOR**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) being the **PARTY of the FIRST PART.**

A N D

CYRIL RAKESH GABRIEL (PAN AWVPG9361K), son of John Gabriel, by faith- Christian, by nationality – Indian, by occupation – Service, residing at:- 68, Elliot Road, P.O.- Park Street, P.S. – Park Street, PIN – 700016, Dist:- Kolkata, hereinafter for the sake of brevity referred to and called as the "**PURCHASER/S**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/it's/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) being the **PARTY of the SECOND PART.**

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:-

<: SUBJECT MATTER OF THIS CONVEYANCE :>

1. **HOUSING PROJECT:** The Housing Complex shall be named and styled as "**EVANIE ECONEST**" and shall continue to be called and named as same until and unless changed or revoked by the Landowner and the Developer herein. The said Housing Complex consists of several self-contained residential flats, Bungalows, Buildings, Commercial Space, Car Parking etc. The said Housing Complex is to be constructed in different Phases.

2. **SAID FLAT:** All that piece and parcel of one self-contained residential **2 BHK** flat having a total area of **535.63sq. ft.** (covered area of the flat is **428.5 sq. ft.** plus added common covered area **107.13 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 **2 (Two) Bed Rooms, 1 (one) Living cum Dining Space with Kitchen, 1 (One) Toilet, 1 (One) Open Terrace, and 1(One) W.C on the 2nd Floor** of the said proposed Building in the Housing Complex known as "**EVANIE ECONEST**" together with the undivided importable proportionate share of the land underneath the said building and right to use and access common service areas, amenities and facilities to be appended thereto in accordance with the Building Plan to be sanctioned hereafter from the competent Authority. The Flat Number will be assigned on or after payment at the time of Foundation of the Building or in the Supplementary Agreement for Sale that will be executed subsequently to incorporate the changes and corrections (if any).

3. **PARKING SPACE:** The parking place to park one medium sized private car **Covered** 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**".

<: BACKGROUND :>

WHEREAS the Developer/Vendor is into the business of Real Estate and having developed a number of Housing Projects. Developer/Vendor herein with the intentions of developing a Housing Projects of mass scale, had purchased various plots of land vide various registered Deed of Conveyance in its favour.

AND WHEREAS the M/s. Usashi Realstates Pvt. Ltd. had also with the intention of developing further Housing Projects of mass scale, purchased various plots of land vide various registered Deed of Conveyance in its favour.

AND WHEREAS the said M/s. Usashi Realstates Pvt. Ltd. herein being desirous of developing its land had approached the Developer/Vendor herein with the offer to provide its own land for the purpose of development alongside the developmental work carried out by the Developer/Vendor herein on its land.

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. 215121- 215154 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. 217667-217692. 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

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 004863** dated **04.01.18** along with a Cheque/Demand Draft amounting to **Rs.5,56,362/- (Rupees Five Lac Fifty Six Thousand Three Hundred Sixty Two 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.

<: DEFINITIONS :>

1.

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