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AUTHORISED SIGNATORY OF
USADH REALSTATES PVT. LTD.
AND DIRECTOR OF EVMSE INFRASTRUCTURE PVT. LTD.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 5th April day of

Two Thousand and Eighteen (2018).

BETWEEN

Gangy Ghorhal

Rajna Ghorhal

M/S. USASHI REALSTATES PVT. LTD. (Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 594/1, Dakshindari Road, "Bima Abasan", Flat No. E2/1, First Floor, Post Office – Sreebhumi, Police Station – Lake Town, Kolkata – 700 048, District – North 24 Parganas, being represented by its Authorised signatory namely **MR. SUPRIYA PATRA (having PAN BCSPP3301E)**, son of Sri Asis Kumar Patra , residing at Village- Radhapur, Post Office - Madhabpur, Police Station – Bhupatinagar, PIN Code - 721626, District – Purba Medinipur, hereinafter for the sake of brevity referred to and called as the "**LANDOWNER/VENDOR NO. 1**" (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**

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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 namely **MR. SUPRIYA PATRA (having PAN BCSPP3301E)**, son of Sri Asis Kumar Patra, residing at Village- Radhapur, Post Office - Madhabpur, Police Station – Bhupatinagar, PIN Code - 721626, District – Purba Medinipur, "**DEVELOPER/VENDOR NO. 2**" (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 SECOND PART.**

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SMT GARGI GHOSHAL (PAN AUVPG0736G), daughter of Sri Goutam Ghoshal, by faith-Hindu, by nationality – Indian, by occupation – Service, residing at, AA/14 Desh Bandhu Nagar, P.O. – Desh Bandhu Nagar, PS – Baguiati, PIN – 700059, Dist: North 24 parganas,

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SMT RATNA GHOSHAL (PAN ADTPG6859M), wife of Sri Goutam Ghoshal, by faith-Hindu, by nationality – Indian, by occupation – Housewife, residing at AA/14 Desh Bandhu Nagar, P.O. – Desh Bandhu Nagar, PS – Baguiati, PIN – 700059, Dist: North 24 parganas, 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/its/their respective heirs, executors, administrators, representatives, successors-in-office and assigns) being the **PARTY of the THIRD 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 3BHK flat having a total covered area of **1079Sq. ft.** (covered area of the flat is **863Sq. ft.** plus added common covered area **216Sq. ft.**) more or less which includes proportionate share of the Ground Floor & pathway (entry

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 DIRECTOR OF EVANIE INFRASTRUCTURE PVT. LTD.

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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) Bed Rooms, 1 (One) Living cum Dining Space, 1 (One) Kitchen, 2(Two) Open Terraces, 2(Two) Toilets, on the 4th Floor South East** of the said proposed Building in **Phase – I** of 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 before payment of the 3rd installment or in the Supplementary Agreement for Sale that will be executed subsequently to incorporate the changes and corrections (if any).

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DIRECTOR OF EVANIE ECONEST

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"**.

<: BACKGROUND :>

AND WHEREAS the Landowner/Vendor No. 1 is into the business of Real Estate and having developed a number of Housing Projects. Landowner/Vendor No. 1 herein with the intentions of developing further Housing Projects of mass scale, purchased various plots of land vide various registered Deed of Conveyance in it's favour.

AND WHEREAS the Developer/Vendor No. 2 herein also with the intentions of developing further Housing Projects of mass scale, purchased various plots of land vide various registered Deed of Conveyance in it's favour.

AND WHEREAS the Landowner/Vendor No. 1 herein being desirous of developing its land (and on obtaining information, that the Developer/Vendor No. 2 herein is also planning to develop its own land for the purpose of a Housing Project of mass scale), approached the Developer/Vendor No. 2 herein with the offer to provide its own land for the purpose of development alongside the developmental work carried out by the Developer/Vendor No. 2 herein on its land.

AND WHEREAS the Developer/Vendor No. 2 on acceptance in principal of the proposal by the Landowner/Vendor No. 1, and upon acceptance of the offer by the Landowner/Vendor No. 1, the Developer/Vendor No. 2 along with Landowner/ Vendor No. 1, entered into and executed a registered Development Agreement having Being No. 15230_____/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 WHEREAS the Landowner/Vendor No. 1 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 No. 2 herein having Being No. 15230_____/2018 of ADSR Rajarhat, recorded in Book No. I, CD Vol. No. 1523 - 2018, Pg. No. _____ - _____. The Developer/Vendor No. 2 herein have been exclusively and solely authorized and empowered by the Landowner/Vendor No. 1 to develop the land property morefully described hereinafter and to sale the property under consideration i.e. the Flat morefully described in Schedule D hereinafter.

AND WHEREAS the Developer/Vendor No. 2 herein in accordance to the terms and conditions contained in the said **"DEVELOPMENT AGREEMENT"**, have initiated the developmental work of the

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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 Landowner/Vendor No. 1 along with Developer/ Vendor No. 2 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 Vendor No. 1 & 2'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 001485** dated **23/08/2017** along with Cheque/Demand Draft amounting to **Rs1,00,000/- (Rupees One Lac 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.

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 Vendor No. 1 & 2 in the land morefully described in schedules mentioned hereinafter, their 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 by the Vendor No. 1 & 2 herein 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 expressively 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, undemarcated, 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 15 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 Landowner and/or Developer for the proposed Housing Project to be built thereon, and it shall also deemed to mean and include the lands that are being currently purchased or about to be purchased by the Landowner and/or Developer for the purpose of the said Housing Project under consideration.

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MANAGER (OPERATION & MAINTENANCE)

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 said Flat/Apartment under consideration of this presents is within "Phase - I" of 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 also 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 share and 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 Vendor No. 1 & 2 herein shall set up the Club which together with its assets and facilities, shall form part of the Common Portions of the Project. The Vendor No. 1 & 2 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 its 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 members, 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 Vendor No. 1 & 2, 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 Vendor No. 1 & 2 and/or the Flat/House Owner's Association. The Club Membership Fee shall be of **Rs. 40,000/- (Rupees Forty 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 Vendor No. 1 & 2 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

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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 Vendor No. 1 & 2 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 Vendor No. 1 & 2 or by its 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 and/or Developer; 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.

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REGD. OFFICE: 10/1, RAJABAGAN, KOLKATA-700016

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 Landowner and/or 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 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 Landowner and/or Developer with the approval of the Architects and/or the concerned authorities;

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