



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

27AB 582329

EVANIE INFRASTRUCTURE PVT. LTD.

Director

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the *26-th August* day of

Two Thousand and Eighteen (2018).

BETWEEN

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 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 001971** dated **03.09.17** along with a Cheque/Demand Draft amounting to **Rs. 50,000/- (Rupees Fifty Thousand 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 expressively and implicitly and the Purchaser/s shall not raise any objection or shall object to it in any form or manner:-

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. 4,27,941/- (Rupees Four Lac Twenty Seven Thousand Nine Hundred Forty One 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.	88215705	CARD	03.09.17	44,643	5,357
2.	597670	YES BANK LTD	15.08.18	3,37,447	40,494
TOTAL				3,82,090	45,851
GRAND TOTAL				4,27,941	

(Rupees Four Lac Twenty Seven Thousand Nine Hundred Forty One only)

WITNESSES:

1.

2.

EVANIE INFRASTRUCTURE PVT. LTD.

Director


SIGNATURE OF THE DEVELOPER/VENDOR