

भारतीय गैर न्यायिक

पचास
रुपये

₹.50

भारत



INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

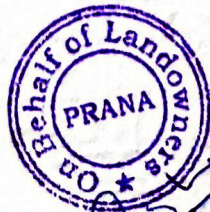
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THIS AGREEMENT

made this 29th day of June Two Thousand Eighteen

Tiru Fine Residency LLP


Designated Partner




✓ Kiran Mishra

TIRU FINE RESIDENCY LLP, a Limited Liability Partnership registered and incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at No.204, A.J.C. Bose Road, Unit No.5A, 5th Floor, Police Station Beniapurkur, P.O.Shakespeare Sarani, Kolkata-700017 (PAN AALPT5223B), represented by its Designated Partner - Subham Garg (PAN-DHSPS2793N; Aadhar 6263 7616 6389), son of Sri Ashok Garg, of No. 204, A.J.C. Bose Road, Unit No.5A, 5th Floor, Police Station Beniapurkur, P.O.Shakespeare Sarani, Kolkata-700017, hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

(1) **GOVIND GARG** (PAN-ADNPG3034G; Aadhar 3092 4972 4651), son of Late A.L.Garg, residing at 15, College Street, P.O.Bowbazar, Police Station Muchipara Kolkata-700012, and
(2) **SUNDARBAN RESIDENCES LLP**, a Limited Liability Partnership registered and incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at No.51, Shakespeare Sarani, Police Station Beniapurkur, P.O.Shakespeare Sarani, Kolkata-700017 (PAN ACWFS9734R),
- both represented by their constituted attorney Mr. Saurav Garg (PAN- AGXPG9207G; Aadhar 8603 6030 5528), son of Sri Govind Garg of 15, College Street, P.O. Bowbazar, Police Station Muchipara, Kolkata - 700012, appointed vide registered Power of Attorney dated 6th April 2018
- hereinafter collectively referred to as "the **OWNER / LAND OWNER/S**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include the heirs executors administrators legal representatives and assigns of the said Mr. Govind Garg and the successors or successors-in-office and assigns of the said Sundarban Residences LLP) of the **SECOND PART**

AND

MRS. KIRAN MISHRA (PAN AYP6176E; Aadhar 7139 5845 3985), wife of Sri Sudarshan Mishra, of Dakshin Station Para, Naxalbari, Bhimram, Naksalbari, Dist. Darjeeling, West Bengal - 734429,
- hereinafter referred to as "the **PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors administrators and legal representatives) of the **THIRD PART**:

WHEREAS:

A. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

ia) **FIRST PROPERTY** shall mean the piece and parcel of land containing an area of **8.88 Acres (i.e. equivalent to 888 Decimal)** more or less comprised in L.R. **Dag Nos.900, 901, 905, 906, 897, 941, 942, 943, 948, 953, 955, 956(P), 957, 958(P), 959, 960, 961, 962, 963, 968, 969, 970, 971, 972, 977, 978(P), 979 (P), 981(P), and 992(P)**, all recorded in L.R. **Khatian No.960**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE** hereunder written, **which is owned by the Land Owner No.1, Govind Garg.**

ib) **SECOND PROPERTY** shall mean the the piece and parcel of land containing an area of **0.24 Acre (i.e. equivalent to 24 Decimal)** more or less comprised in L.R. area of **0.24 Acre (i.e. equivalent to 24 Decimal)** recorded in L.R. **Khatian No.1787**, in Mouza Guria, **Dag Nos.952 and 981(P)**, recorded in L.R. **Khatian No.1787**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE** hereunder written, **which is owned by the Land Owner No.2, Sundarban Residences LLP.**

ic) **SAID PREMISES** shall mean the both the First Property and the Second Property, both being adjoining / contiguous parcels of land, containing an aggregate area of **9.12 Acres (equivalent to 912 Decimal)** more or less, more fully and particularly mentioned and described in **PART-III of the FIRST SCHEDULE** hereunder written.

ii) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex consisting of various buildings / blocks to be constructed by the Developer at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas, with liberty to the Developer to modify and/or expand and/or

Tiru Fine Residency LLP

Designated Partner



Kiran Mishra

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1. _____
 2. _____
 3. _____
 4. _____

2. 11/11/20

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11/11/20
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10. clerks, gardeners, sweepers, lifemen etc., including their perquisites, bonus and other emoluments and benefits.
Reserves: Creation of funds for replacement, renovation and/or other periodic expenses.
 11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I
 The Consideration payable by the Purchaser to the Developer for sale of the said Unit Shall be as follows:-

(i)	Basic Price of the Purchaser's said Flat, including Parking Right(s), if any and as mentioned in the Second Schedule hereinabove written	Rs.	21,90,900/-
(ii)	Preferential Location Charges (PLC)	Rs.	-
(iii)	Floor Escalation Charges	Rs.	-
	Total:	Rs.	21,90,900/-
(iv)	Less - Special Discount (including on a/c of GST):	Rs.	2,05,275/-
	Total:	Rs.	19,85,625/-
(v)	Add - GST:	Rs.	2,38,275/-
	Grand Total:	Rs.	22,23,900/-

(Rupees Twenty Two Lacs Twenty Three Thousand Nine Hundred) only

Note : GST and discount are based on current rate of GST. In case of any variation therein, the consideration shall amount shall also undergo change.

PART-II
(Installments)

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Purchaser to the Developer by cheques / Pay Orders / Demand Drafts drawn in the name of "**Tiru Fine Residency LLP**" as follows:

Sr. No.	Particulars	Amount (Rs.)
(i)	Application Money	1,01,000/-
(ii)	Agreement Money (Payable within 30 days from the date of Application	1,21,390/-
(iii)	On Completion of Foundation of the Block having the respective booked flat	2,22,390/-
(iv)	On Completion of 1 st Floor Slab Casting	2,22,390/-
(v)	On Completion of 3 rd Floor Slab Casting	2,22,390/-
(vi)	On Completion of 5 th Floor Slab Casting	2,22,390/-
(vii)	On Completion of 7 th Floor Slab Casting	2,22,390/-
(viii)	On Completion of internal wall finishing of the respective flat booked	2,22,390/-
(ix)	On Completion of Flooring of the respective flat booked	2,22,390/-
(x)	On Completion of Sanitation / Piping of the respective flat booked	2,22,390/-
(xi)	On Installation of Lifts	1,11,195/-
(xii)	On Possession	1,11,195/-

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

1A. The Land Owner No.1 purchased and acquired the First Property (alongwith other properties) under and by virtue of the following Deeds of Conveyance:

- (i) Deed of Conveyance dated 16th October 2011, made between Sri Utam Kumar Agarwala and Sri Navin Kumar Agarwala therein referred to as the Vendors of the one part and Sri Govind Garg therein referred to as the Purchaser of the other part and registered with the District Sub-Registrar, Darjeeling in Book No.1 CD Volume No.1, Page 1024 to 1042 Being No.672 for the year 2011:

Tiru Fine Residency LLP
 Designated Partner



Kiran Mishra

PRANA

PRANA

To,

Mrs. Kiran Mishra
Dakshin Station Para,
Naxalbari, Bhimram,
Naksalbari,
Dist. Darjeeling,
West Bengal - 734429

Dated : 10.07.2018

Re : Unit No. H204 on the 2nd Floor of Block H being Type 4 along with 1 (one) covered car parking space at PRANA, Matigara, Khapraill Road, Beside Barsana Hotel, Siliguri-734010

Dear Sir / Madam,

Enclosed herewith one Copy of the Sale Agreement (in original) dated 29th June 2018 for your above mentioned unit.

Kindly acknowledge the receipt.

Thanking you,

Yours Faithfully

For Tiru Fine Residency LLP



(Authorized Signatory)

Encl. : As above.

Tiru Fine Residency LLP
(LLPIN : AAH-1869)

Regd. Office: 204, A.J.C. Bose Road, Unit-5A, 5th Floor, Kolkata - 700 017

Corporate Office: Tirumala House, 51, Shakespear Sarani, 2nd Floor, Kolkata - 700 017, Ph: 033-2290 4175-79, Fax : 033 2283 7847

Siliguri Office: PRANA, Matigara, Khapraill Road, Beside Barsana Hotel, Siliguri - 734 010, Ph: +91 94340 05152