**DEED OF SALE**

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THIS DEED OF SALE IS MADE THIS THE **\_\_\_\_\_** DAY OF SEPTEMBER, TWO THOUSAND TWENTY FOUR.

FLAT AREA (RESIDENTIAL) : 1127 SQUARE FEET (SUPER BUILT UP AREA) WHICH 901.6 SQUARE FEET (CARPET AREA).

PRICE : Rs.33, 81,000/-

PLOT NO : R.S.254, L.R. 148,

KHATIAN NO : R.S. 58 and L.R. 47.

MOUZA : BARAMOHAN SINGH

JL NO. : 71

PARAGANA : PATHARGHATA

POLICE STATION : MATIGARA

DISTRICT : DARJEELING

PIN CODE : 734011

**UNDER ATHARAKHAI GRAM PANCHAYAT AREA**

**SMT. TUMPA GHOSH, (PAN:\_\_\_\_\_\_\_\_\_\_\_, AADHAAR NO. \_\_\_\_\_\_\_\_\_\_**), wife of Sri Dwipendra Nath Ghosh, by Nationality Indian, by faith Hindu, by occupation Business, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, District: Darjeeling (W.B.), hereinafter called and referred to as the "**OWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context shall mean and Include her heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

The Owner/Vendor herein is represented by her Constituted Attorney namely **M/S. N.G.C. ASSOCIATES**, a Proprietorship Firm having Its Registered Office at P-49/C, Sahld Dinesh Gupta Road, P.S. Behala, Kolkata 700 034, represented by Its Proprietor **SRI GAUTAM BHATTACHARYA** (**PAN \_\_\_\_\_\_\_\_\_, AADHAAR NO. \_\_\_\_\_\_\_\_\_\_\_\_\_**), son of Late Himangshu Bhattacharya, by faith Hindu, Indian by Citizen, by occupation Business, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_, in the State of West Bengal, Pin code- 700008, appointed by a said Development Power of Attorney was duly registered in the Office of the A.D.S.R. Siliguri-II at Bagdogra and recorded In Book No. I, Volume No.\_\_\_\_\_\_, Page from \_\_\_\_\_to \_\_\_\_\_, being No. \_\_\_\_\_, for the year 2024.

**AND**

**1.MR PRAVAT JHA** (**PAN- \_\_\_\_\_\_\_\_\_\_\_\_** , **AADHAAR NO.\_\_\_\_\_\_\_\_\_\_\_\_\_**), son of Ghanashyam Jha and **2.MRS SUSMITA GHOSH (JHA),** (**PAN- \_\_\_\_\_\_\_\_\_\_\_\_**, **AADHAAR NO.\_\_\_\_\_\_\_\_\_**), wife of Mr. Pravat Jha, both are by Nationality Indians, by faith - Hindus, by Occupation Business, both are Residing at \_\_\_\_\_\_\_\_\_\_\_, Darjeeling, Pin code-734011, West Bengal, hereinafter collectively called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and Include their heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART.**

**AND**

**M/S. N.G.C. ASSOCIATES**, a Proprietorship Firm having Its Registered Office at \_\_\_\_\_\_\_\_represented by Its Proprietor **SRI GAUTAM BHATTACHARYA** (**PAN \_\_\_\_\_\_\_, AADHAAR NO. \_\_\_\_\_**), son of Late Himangshu Bhattacharya, by faith Hindu, Indian by Citizen, by occupation Business, residing at\_\_\_\_, in the State of West Bengal, Pin code- 700008, hereinafter called the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and Include Its Proprietor and his heirs, executors, administrators, legal representatives, successors, successors-In-office and assigns) of the **THIRD PART**.

**WHEREAS**

**AND**

**WHEREA**S having acquired lawful ownership In the manner aforesaid, Smt. Tumpa Ghosh became the sole and absolute owner of ALL THAT piece and parcel of land measuring more or less 4 (four) Kathas lying and situated at Mouza Baramohan Singh, J.L. No. 71, Pargna Patharghata, comprised In R.S. Dag No. 401/1139, L.R. Dag No. 763 under R.S. Khatlan No. 57/1 and L.R. Khatian No. 11776, within the local limits of the Atharakhal Gram Panchayet under Police Station Matigara, District Darjeeling, in the State of West Bengal together with the benefit of existing 11-0" wide Road adjacent to the said property with all other easements rights appurtenant thereto, more fully and particularly mentioned in the First Schedule hereunder written and hereinafter referred to as the SAID PROPERTY and enjoying and possessing the same after construction of a R.T. Shed Structure over the said property.

**AND**

**WHEREAS** during peaceful possession over the said property the said Smt. Tumpa Ghosh being desirous of developing the said property by constructing a new Multi-Storied Building and entered Into a Registered Agreement for Development executed on 05 day of April 2024 with the Developer herein for commercially exploitation of the said premises on terms, conditions and covenants contained therein and under the said Agreement for Development, the Developer has inter-alia obtained exclusive right to develop the said Premises by constructing a multi-storied residential Building In accordance with Building Plan to be sanctioned by the local Gram Panchayet at its own costs, expenses and sole responsibility together with other terms, conditions and covenants as are stipulated in the said Agreement. The said Agreement for Development was registered in the Office of the A.D.S.R. Bagdogra and recorded In Book No. I., Volume No.0403-2024, Pages from 52884 to 52909 , being Deed No.2691, for the year 2024 (hereinafter referred to as the **SAID AGREEMENT FOR DEVELOPMENT**).

**AND**

**WHEREAS** In the said Agreement for Development dated 05/04/2024 the Owner's Allocations and the Developer's Allocations have been earmarked and Identified in the proposed Building to be constructed over the said property.

**AND**

**WHEREAS** to give effect the said Agreement for Development the said Owner/Vendor herein executed and registered a Development Power of Attorney dated 05/04/2024. In favour of the Developer herein to carry out the construction work of the said Building after taking all statutory permission from all concerned department and to do all acts, deeds and things in respect of the Developer's Allocation in the said Building. The said Development Power of Attorney was duly registered in the Office of the A.D.S.R. Siliguri-II at Bagdogra and recorded In Book No. I, Volume No.0403-2024, Page from 53092 to 53105, being No. 2705, for the year 2024.

**AND**

**WHEREAS** by virtue of said Registered Agreement dated 05.04.2024 the Developer/Second Party herein has took over possession of the said property and started the construction work of the said Building as per Sanctioned Building Plan duly approved by the Matigara Panchayet Samity, Darjeeling vide Building Plan order No. 30/MPS/ dated 18/01/24.

**AND**

**WHEREAS** at present the Developer M/S N.G.C. ASSOCIATES a proprietorship firm herein has declared to sell ALL THAT one residential Flat on the Ground Floor, North- West Side measuring more or less 1127 Square. Feet Super Built up area, which carpet area measuring 901.6 Square Feet to be completed in finished and habitable manner (more fully mentioned in the Second Schedule below) within the Developer's Allocations of the said Building to be constructed upon piece and parcel of land measuring more or less 4 (four)Kathas, lying and situated at Mouza- Baramohan Singh, J.L. No. 71, Paragana Patharghata, comprised In R.S. Dag No. 401/1139, L.R. Dag No. 763 under R.S. Khatian No. 57/1 and L.R. Khatian No. 11776, within the local Iimits of the Atharakhai Gram Panchayet under Police Station Matigara, District Darjeeling In the State of West Bengal (more fully mentioned in the First Schedule hereunder written) together with undivided proportionate share In the land upon which the said Building is to be constructed and erected including the proportionate share In the common areas and common user with easement rights and facilities of the said Building as well as In the said Premises at or for the total consideration price of **Rs. 33, 81,000/- (Rupees Thirty Three Lakh Eighty One Thousand)** only in favour of the PURCHASERS **1.MR PRAVAT JHA**, son of Ghanashyam Jha and **2.MRS SUSMITA GHOSH (JHA),** wife of Mr. Pravat Jha, the property is free from all charges and encumbrances.

**AND**

**WHEREAS** the PURCHASERS **1.MR PRAVAT JHA**, son of Ghanashyam Jha and **2.MRS SUSMITA GHOSH (JHA),** wife of Mr. Pravat Jha, being aware of the said declaration approached the Developer and after satisfactory Inspection of all the documents regarding title of the said property, the said Registered Agreement for Development and subsequent Registered Power of Attorney, sanctioned building plan approved by the Matigara Panchayet Samity, Darjeeling, agreed to purchase ALL THAT one Flat on the Ground Floor, North-West Side measuring more or less 1127 Sq.ft. Super Built up area to be completed In finished and habitable manner (more fully mentioned in the Second Schedule below) within the Developer's Allocations of the said Building to be constructed upon piece and parcel of land measuring more or less 4 (four) Kathas lying and situated at Mouza Baramohan Singh, J.L. No. 71, Pargna Patharghata, comprised in R.S. Dag No. 401/1139, L.R. Dag No. 763 under R.S. Khatlan No. 57/1 and L.R. Khatian No. 11776, within the local limits of the Atharakhal Gram Panchayet under Police Station Matigara, District Darjeeling, in the State of West Bengal the **SAID FLAT** at or for the total consideration price of Rs.33, 81,000/- (Rupees Thirty Three Lakh Eighty One Thousand) only and proposed for an Agreement for Sale In respect of selling and transferring of the said Flat.

**AND**

**WHEREAS** to avoid all future complication and discrepancies of opinion the parties have decided to enter into this agreement under the terms and conditions as mutually settled between the said parties.

**DEFINITION**

In this agreement unless it be contrary or repugnant to the context:

1. **FLAT/UNIT SHALL MEAN** the flat or other spaces and fittings and Its fixtures In the said Flat together with usual common parts and other common portion of the Building which are meant for use of the said Flat of the said Building as mentioned in the Second Schedule hereunder written and shall enjoy by the PURCHASERS in common with other flat Owner/occupier.

2. **CONSIDERATION AMOUNT SHALL MEAN** the amount mentioned and agreed to be paid by the PURCHASERS to the Developer for sale of ALL THAT one Flat at the Ground Floor, North-West Side measuring more or less 1127 square feet Super Built up area to be completed In finished and habitable manner of the building together with proportionate undivided Impartible share and right In the said land and common parts and areas.

3. **ARTHITECT SHALL MEAN** shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building and to appoint licensed Civil Engineer for supervision and Inspection of the structural works of the proposed building.

4. **SUPER BUILT UP AREA**: shall mean the Built up area measured at floor level of the unit taking the external dimensions of the unit Including the Built up area of Balcony Portion and the proportionate share of the common areas comprising the Building to be constructed on the said property.

5. **COMMON PARTS** shall mean and include common passage, common users, common roof right, stair-case-cum-landing equipment and accessories provided for and/or reserved in the said Building such as motor pumps, electric Installations etc. for common use and enjoyment more particularly described In the **THIRD SCHEDULE** hereunder written.

6. **PROPORTIONATE OR PROPORTIONATE SHARE** shall mean the share described in the **Third Schedule** which is agreed to be fixed and settled to be the PURCHASERS's share in the land common parts and in all other common rights Including ultimate common roof right and liabilities including common expenses.

7. **COMMON EXPENSES** shall mean and Include a proportionate share of the cost expenses and charges for working maintenance up keep repairs and replacement of the common parts Including proportionate share of Municipal Taxes, Property Taxes and other Taxes and Levies relating to or connected with the said Building and the land thereto belonging and more particularly described in the Fourth Schedule hereunder written.

8. **CO-PURCHASERS OR CO-OWNER** shall mean the person or persons with whom the Owner/Developer herein agreed to transfer their respective allocation by way of Conveyance or otherwise undivided Interest in the land.

9. **SINGULAR** shall mean and Include plural and vice-versa.

10. **MASCULINE** shall mean and Include feminine and vice-versa.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties as follows:

1. That the Developer herein has agreed to sell and transfer and the PURCHASERS herein has agreed to purchase **ALL THAT** one **Flat** on the **Ground Floor**, **North-West Side** measuring more or less **1127 Sq. ft.** **Super Built up area** to be completed In finished and habitable manner (more fully mentioned In the **Second Schedule** below) within the **“Developer's Allocations’** of the said Building to be constructed upon piece and parcel of land measuring more or less 4 (four) Cottahs 0 (zero) Chittak 0 (zero) Sq. ft. lying and situated at Mouza Baramohan Singh, J.L. No. 71, Pargna Patharghata, comprised In R.S. Plot No. 401/1139, L.R. Plot No. 763 under R.S. Khatian No. 57/1 and L.R. Khatian No. 11776, within the local limits of the Atharakhai Gram Panchayet under Police Station Matigara, District Darjeeling In the State of West Bengal (more fully mentioned In the First Schedule hereunder written).

2.(a) The total consideration price of the said Flat has been settled at or for **Rs. 33, 81,000/- (Rupees Thirty Three Lakh Eighty One Thousand)** only and with the execution of this Agreement the Developer admits and acknowledges the receipt of **Rs. 5,00,000/-** (Rupees Five Lakhs) only out of total consideration In respect thereof to be paid by the PURCHASERS as advance/earnest money towards the consideration price of the flat and the balance amount shall be paid by the PURCHASERS by taking House Building Loan from any Bank/Financial Institution In the following manner at or before the execution and registration of the said Flat In favour of the PURCHASERS within 12 (Twelve) months from the date of this Agreement. Time for payment shall always be the essence of this contract and the PURCHASERS hereby agrees not to withhold payment for any reason whatsoever or howsoever.

|  |  |
| --- | --- |
| Progress of work | Amount (Rs.) |
| At the time of Execution of this Agreement | 5,00,000/- |
| After Roof Casting of the Building | 20% |
| After inside plastering & concealed Electrical & Plumbing work | 20 % |
| At the time of Flooring and fittings of Windows | 15 % |
| At the time of Putty and Fittings of Electrical lines and other necessary works. | 15% |
| After completion of all finishing works | 10% |
| After inside plastering & concealed electrical & Plumbing work | 5% |
| At the time of Flooring and fittings of windows | 5% |
| At the time of Possession or Registration whichever is earlier. | Rest Amount |

The stage payment shall be deemed as the essence of contract and will be as per progress of work and the payment schedule signed by the PURCHASERS and will be strictly observed by the developer.

(b) The PURCHASERS undertakes to pay further on other accounts such as Electric Connection, Electric Meter, and yearly maintenance charges, Service Charges, Khajna/Taxes etc. for the said Flat before taken possession & Registration. **IT IS SPECIFICALLY MENTIONED HERE** that the Developer and the Intending Buyer/s of the said Building shall pay equally towards the cost of the Installation charges Including the cost of the Transformer for the supply of electricity in the said Premises as per the rules of the Concerned Authority.

3. In addition to the said consideration and price payable as aforesaid the PURCHASERS shall also pay to the Developer for making any addition or alteration and/or providing any additional thing, facilities and/or utilities relating to the said Flat as to be done at the request of the PURCHASERS In place of and/or In excess of those mentioned In the **Fifth Schedule** hereunder written provided that If any work or provision be for the PURCHASERS in common with other co-Owner In that case all Flat Owner of the said premises shall bear and pay the cost proportionately to the Developer on demand or presentation of bills for such work whichever is earlier.

4. The Developer after completion the construction of the **Second Schedule** flat/unit and shall deliver vacant possession of the same to the PURCHASERS within 12 (Twelve) months from the date of this Agreement after getting the full amount of consideration from the PURCHASERS In the manner stated hereinafter as well as observe and fulfill all other terms and conditions hereinafter contained.

5. **AND WHEREAS** the Owner/Vendor and the Developer herein covenant with the PURCHASERS and represent as follows:-

(a) That the Owner/Vendor and the Developer covenant with the PURCHASERS that the said Flat is free from all encumbrances in all respect and having marketable title of the said property.

(b) That the Owner/Vendor herein are in actual physical possession of the "FIRST SCHEDULE" property and shall have absolute right to transfer the undivided proportionate share of the land attributable to the said Flat In favour of the PURCHASERS as per the said Agreement for Development.

(c) That the Developer/Third Party hereby undertakes to keep the PURCHASERS Indemnified against all action arising out of any sort of act or commission on the part of the Developer relating to the construction of the Building as per sanctioned Plan and/or any deviation thereto.

(d) That In case the title of the said property of the Owner/Vendor as well as the Developer/Third Party in the said Building Is not found good and marketable In that event the PURCHASERS shall have right to cancel this Agreement for Sale and the Developer shall refund the entire amount to the PURCHASERS.

6. Upon getting the full and final consideration amount as aforesaid In respect of the said Flat the Developer at the cost and expenses of the PURCHASERS shall execute and register proper Deed of Conveyance duly signed by the Owner In favour of the PURCHASERS or his nominee or nominees as the case may be and that to be done by the Advocate as engaged by the Developer for this project with the approval of the PURCHASERS. All costs of preparation, stamping and registering of the Deed of Conveyance and other documents to be executed in pursuance thereof shall be borne and paid by the PURCHASERS.

7. The right of the PURCHASERS shall remain restricted only to the Said Flat as mentioned in the Second Schedule below save and except common areas as mentioned In the Third Schedule below of the Building as will be constructed upon the First Schedule property and the PURCHASERS shall have no Independent claim demand right title or Interest whatsoever or howsoever over the other parts or portions of the First Schedule property which are not required for beneficial use and enjoyment of the said Second Schedule mentioned Flat/Unit.

8. The amount of total consideration shall remain unchanged till delivery of the said flat. There is no escalation in the said flat in any manner whatsoever. The amount of consideration and time for payment as mentioned in foregoing clauses shall always be essence of the contract.

9. That the Developer shall also construct/arrange to construct or build other units/flats/spaces for other buyers also and common parts In accordance with the sanctioned plan with such modification or variation as may be thought necessary by the Developer and the PURCHASERS shall have no right to object for the same and hereby consent to the same.

10. At or before execution of this Deed the PURCHASERS has:

(1) Fully satisfied himself as to:

(a) The right, title, Interest and possession of the Owner In respect of the said land;

(b) The total super built-up area comprised in the said Flat/Unit and/or the saleable space;

(c) The workmanship and/or the specifications of the said Flat/Unit and/or the Saleable Space;

(II) inspected the rights of the Owner and the Developer to enter into this Agreement;

(III) Agreed not to raise any objections whatsoever or howsoever;

11. The PURCHASERS shall not be entitled to restrict or obstruct the right of the Developer to permit the use of any passage, back space, side spaces, front spaces, roof, staircase, parapet walls, septic tank, water reservoir etc. or other areas or portions of the said building, for such purpose which the Developer and the Owner at Its sole discretion think fit and proper and the PURCHASERS consents to the same.

12. As from the date of service of notice of possession the PURCHASERS shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer or upon formation of the Flat Owner Association to the Flat Owner Association by whatever name It Is termed the service charges for the common facilities in the said building payable In respect of the Saleable Space. Said charges shall include proportionate share of premises (land with the building) for the Insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, maintenance, repair and renewal charges for bill collection and maintenance of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring pipes, electrical and mechanical equipment, switch gear, pump motors and other electrical and mechanical Installations, appliances and equipment, stairways, corridors, halls, passage ways, garden, park-ways and other common facilities whatsoever as may be mutually agreed from time to time.

13. The PURCHASERS shall not do anything whereby the construction of the said building is delayed or impeded in any manner and for an action of the PURCHASERS the work be stopped.

14. After execution and registration of the Deed of Conveyance and upon getting the possession thereof the PURCHASERS shall have liberty to mutate his name in the record of Local Gram Panchayat or any other Competitive Authority as the absolute owner of the said flat/unit and having Its separately numbered and assessed for taxes and the Owner/Developer shall provide all necessary assistance for the same.

15. The PURCHASERS shall at their own cost apply for and obtain electricity connection to the Said Flat as per rules of the Local Electric Supply authority or any Power supplier and the Developer shall arrange to sign all necessary applications papers and documents by the Owner as required for that purpose and appoint a licensed contractor In that purpose. The PURCHASERS shall also bear the proportionate cost to be required for the service connection of electricity including cost of Installation of Transformer at the premises.

16. The Developer shall construct and complete and make tenantable and habitable the saleable Space and common space and portions In the manner and with such amenities and provisions as mentioned in this Agreement with good quality materials and standard workmanship as shall be determined by the Developer In Its' absolute discretion or as may be recommended by the Architect/Engineer shall be conclusive and final for the parties herein.

17. All rates, taxes and Impositions on the said property up to the date of completion shall be borne and paid by the Owner and Developer respectively.

18. So long as the said flat is not separately assessed for the purpose of Municipal/Panchayat taxes, Electricity Charges etc. the PURCHASERS will pay proportionate share of taxes, electric bills and Impositions as may be levied on the said flat from the date of possession.

19. (a) In case of default on the part of the PURCHASERS to make payment of the said agreed consideration money In the manner as stated above the Developer without prejudice to this other right and contention shall entitled to charge Interest at the rate of **10%** per annum on all such outstanding dues payable by the PURCHASERS to the Developer In pursuance of this agreement.

(b) If the PURCHASERS shall make default In making payment of any part of the said agreed consideration money In the manner as stated above In spite of repeated demand and registered notice and at that time the Developer shall proceed for the next phase of construction work of the said Flat In that case the Developer shall have every right to cancel this agreement for defaulter and Issue the letter of cancellation to the PURCHASERS. In that case the Developer shall refund the advance money so paid by the PURCHASERS after deduction of **Rs. 10,000/- (Rupees Ten Thousand)** **only** as liquidated damages within **90 (ninety) days** from the date of cancellation.

(c) If the PURCHASERS wants to cancel the agreement due to his personal reasons In that case the Developer shall accept the same after deducting **Rs. 10,000/- (Rupees Ten Thousand) only** as liquidated damages within **90 (ninety) days** from the date of cancellation.

(d) However, If the Developer falls to deliver the Second Schedule mentioned flat/unit to the PURCHASERS within the stipulated time as mentioned above In spite of the PURCHASERS's complying with all the requisitions, contained In this agreement save and except the reasonable ground of Force Majeure i.e. change of law, accident, natural calamity, pandemic or other acts of God, the Developer shall also be held and liable to pay damages @ 10% per annum upon the paid up money and such Interest shall be calculated from the target date of delivery of possession to the actual date of delivery of possession to the PURCHASERS.

20. The PURCHASERS hereby covenants with the Developer to do the following acts, deeds and things as from the date of delivery In terms of preceding clause.

a) To co-operate with the Developer in the management and maintenance of the common portion of the building.

b) To allow the Developer and Its workmen to enter into the unit for carrying out the works requirement for the common purposes.

c) To allow the construction and completion of the building by the Developer and Its workmen without any obstructions or any hindrances **NOTWITHSTANDING** any temporary Inconveniences to the PURCHASERS's occupation and enjoyment of the said Flat/Unit. To pay any proportionate share of the common expenses regularly and punctually and to pay likewise all outgoings and the rates and taxes to the said Flat/Unit wholly.

e) To pay for all the charges for electric and other utilities/services in or relating to the said Flat/Unit.

f) To observe the rules framed from time by the Developer and upon formation of the Owner Association for quite peaceful and beneficial enjoyment of the said Flat/Unit and the common services areas and facilities appertaining thereto.

21. After execution of this agreement no oral representation or statement shall be considered valid and binding upon either of the party nor shall any provision or this Agreement be terminated or waived by written consent of both the Parties.

22. **40% of ultimate roof of the proposed building shall be the custody of the Developer for their personal use. The Developer shall construct or built a Flat covering the Roof with tin shed over Iron Structure. In that event the Owners of the flats shall not raise any objection and shall not obstruct the Developer for the said act of the Developer.**

23. All matters, questions, disputes or differences whatsoever between the Parties hereto If arise during the continuance of the project or If any breach of any terms of this agreement thereof done by any of the parties that shall be settled by Arbitrator or Arbitrators In accordance with the provision of Indian Arbitration Act, 1996 for the time being in force.

24. For adjudication of disputes and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or the building the Court having jurisdiction over the land will be the actual forum.

**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the Total Property (Land) where is the said building stands)

ALL THAT piece and parcel of land measuring more or less 4 (four) Kathas lying and situated at Mouza- Baramohan Singh, J.L. No. 71, Pargna- Patharghata, comprised In R.S. Plot No. 401/1139, L.R. Plot No. 763, under R.S. Khatian No. 57/1 and L.R. Khatian No. 11776, within the local limits of the Atharakhai Gram Panchayet, under Police Station- Matigara, District- Darjeeling, in the State of West Bengal, together with the benefit of existing 11-0" wide Road adjacent to the said property with all other easements rights appurtenant thereto. The total property is butted and bounded as follows:

ON THE NORTH:-By House of Nripen Ghosh,

ON THE SOUTH: By House of Nikhil Chandra Ghosh,

ON THE EAST: By 12-0" wide Non-metal Road,

ON THE WEST: By Land of Ashram & Anukul Thakur Mandir.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the Flat along with proportionate undivided Impartible share in land hereby intended to be sold)

ALL THAT one Self-contained residential Flat measuring **1127 Square feet.** (more or less) Super Built up area consisting of Two Bed Rooms, One Living-cum Dining, One Kitchen, Two Toilets, and One Balcony on the Ground Floor, North-West Side to be completed in finished and habitable condition being part of **Developer's Allocations** in the said Buliding to be constructed over the **First Schedule** property together with undivided proportionate share of the land upon which the building is constructed along with right to enjoy the common service areas, facilities and amenities (**except Lift Facility**) as provided In the Said Building as well as In Said Premises morefully mentioned in the **Third Schedule** hereunder written.

**THIRD SCHEDULE ABOVE REFERRED TO**

(Particulars of Common Areas, Portions and Facilities)

1. Entrance and exits.

2. Boundary walls and main gate.

3. Entrance lobby.

4. Stair cases, landings on all floors and water pump space.

5. Drainage and sewerage lines and other Installations for the same except only those which are installed within the exclusive area of any unit exclusively for its use.

6. Electrical wiring and other fittings excluding only those are installed within the exclusive area of any unit exclusively for its use.

7. Water pump, water reservoir together with the common plumbing Installations for carriage of water excluding only such parts of Installations and fittings as are exclusively within and for the unit.

8. Such other common parts, areas, equipment, Installations, fitting, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the units in common by the co-Owner.

9. Ultimate Roof of the building ( except 40%)

10.No Lift Facility is providing in this Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common Expenses)

1. All cost of maintenance, operating repairing, white colour washing, painting, decorating, rebuilding, reconstruction, re-decoration, lightings the common portions and common areas of the building Including outer walls.

2. All charges and deposits for supplies of common utilities to the co- Owner in common.

3. Municipal/Panchayet Tax, multi-storied building tax, water tax and other levies In respect of the land and building save those separately assessed of the PURCHASERS's Unit.

4. Insurance premium for insuring the building.

5. Cost of formation and operation of the association of the flat Owner.

6. All litigation expenses for the common purpose and relating to the common use and enjoyment of the common portion.

7. Electricity charges for the electrical energy consumed for the operation of the common service.

8. Cost of maintenance, repairs and replacement of pumps and other common Installation.

9. Salary of all persons employed for the common purposes including sweepers, plumbers, electricians etc.

10. Fees and charges from all services and consultation and advices required to be obtained from time to time In respect of and/or relation to the common purpose and common utilities.

11. All other expenses, taxes and other levies as may become necessary or Incidental or liable to be paid by the co-Owner In common Including such amount as may be fixed for creating a fund for replacement renovation, repairing and/or periodic repairing of the common portion.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Specification)**

1) **SUPER STRUCTURE**

The super structure of the proposed building shall be designed on Reinforcement Cement Concrete framed structure with R.C.C. columns, beams and slabs based on the drawing provided by the Developer.

2) **WALLS**

The external walls of the building shall be made of 200 mm. thick brick In cement-sand mortar, 1: 6 Internal partition walls shall be 75mm. and 125mm. - thick In cement-mortar 1:4.

3) **WALL FINISHES**

All Internal surfaces shall be plastered with cement, sand, mortar and finished with plaster of Paris. All external walls shall be painted with snowcem of standard make as per the Developer's choice.

4) **FLOORING AND SKIRTING**

All flooring and skirting Inside the flats including verandah shall be of Vitrified Tiles. The toilets shall be of 6 ft. height dado with glazed tiles. The kitchen shall have 3'ft. height dado above the counters and the sink/wash area.

5) **DOORS**

Door frame shall be of Malayasian Sal Wood. Main door shall be flush door with necessary steel door fittings. All Internal doors in the unit/flat shall be of flush door and doors in toilets shall be of **PVC** lamination door.

6) **WINDOWS**

All windows shall have sliding Aluminium Channel Window.

7) **TOILET FITTINGS**

Toilet shall have one commode with cistern, two blb cocks and one shower one basin and geyser point. Another W.C. shall have one commode with cistern, one blb cock. Necessary water fittings will be made by concealed PVC pipe.

8) **KITCHEN FITTINGS AND FIXTURES**

The kitchen shall have black stone work counter with green marble finished with coloured glazed tiles to be fitted in the wall upto 3 feet in height from the level of work counter plus a steel sink and two blb cocks.

9) **ELECTRICALS**

The electrical system shall consist of concealed PVC hard conduct with standard cables and earthing arrangements, all switch board of bake lite flush with acrylic cover and all switches shall be of Pritam make and all wires shall be of I.S.I. (Finolex).

10) **WATER SUPPLY**

The tollet and kitchen will have water arrangement made with PVC plpes, K.S.B. G.I. fittings with approved gate valves with submersible pump for supply from the K.M.C.

11) **DRAINAGE ARRANGEMENT**

S.W. Pipe will be laid along with construction of Inspection pit and connection with the same two master pits within the premises, Rain water discharge will be connected to the respective pits by laying vertical rain water pipes.

N.B.: Any addition and alteration in the flat shall be subject to approval of the Architect/Engineer and the requisite cost shall be borne by the PURCHASERS.

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

SIGNED SEALED AND DELIVERED

In the presence of:

WITNESSES: 1.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the vendor

2.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the PURCHASERS

N.G.C. ASSOCIATES

PROPRIETOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Developer

Drafted by me as per instruction of both Parties and printed in my chamber:-

((ASIM MAJUMDAR)

ADVOCATE: SILIGURI.

Registration No: **WB-402/1996**.

**MEMO OF CONSIDERATION**

RECEIVED of and from the within named PURCHASERS the within mentioned a sum of Rs. 2,40,000/- (Rupees Two Lac Forty Thousand) only as advance/part payment against sale of the Flat mentioned in the Second Schedule herelnabove written as per MEMO below.

MEMO

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SL No. | Date | Payment Details | | Amount (Rs.) |
| 1 |  |  | |  |
| 2 |  |  | |  |
|  |  |  | |  |
|  |  |  | |  |
| Rupees Two Lakhs Forty Thousand only | | | 2,40,000.00 | |

WITNESSES

1.

2.

Drafted by me as per instruction of both Parties and printed in my chamber:-

(Devika Banerjee)

Advocate, Siliguri

Enrollment No: F/2093/3169/2023