

As constituted attorney of  
(1) Tirupati Assets Pvt. Ltd.,  
(2) Tirumala Realcon Pvt. Ltd.,  
(3) Tulsia Mercantile Pvt. Ltd.,,

**ONE INDEPENDENT ROW HOUSE / INDEPENDENT BUNGLOWS / FLAT / UNIT BEING NO. .... MEASURING ..... SQ. FT. (INCLUDING SUPER BUILT-UP AREA), SITUATED AT THE ...../..... PORTION OF THE SAID RESIDENTIAL BUILDING COMPLEX KNOWN AS "GULMOHAR", TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE OR INTEREST IN THE LAND ON WHICH THE SAID BUILDING STANDS.**

LAND AREA ON WHICH THE : 577.40 DECIMALS OR  
SAID BUILDING STANDS 5.7740 ACRE;  
KHATIAN NO : 527, 528 & 1705 (L.R.);  
PLOT NO. : 78, 80, 83, 92, 93, 94 (R.S.);  
& 304, 306, 309 320, 321,  
322 (L.R.);  
J. L. NO. : 55;  
MOUZA : BANIAKHARI;  
PARGANA : PATHARGHATA;  
POLICE STATION : MATIGARA;  
A.D.S.R. OFFICE : BAGDOGRA;  
DISTRICT : DARJEELING;  
CONSIDERATION : Rs. ..../-

UNDER GRAM PANCHAYAT AREA

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**THIS DEED OF CONVEYANCE IS MADE ON THIS ..... DAY OF  
MARCH, TWO THOUSAND TWENTY THREE**

**B E T W E E N**

....., [PAN NO. ....] [AADHAR NO. ....], Son of Sri ....., Hindu by Religion, Indian by Nationality, Business by Occupation, resident of ....., P.O. ...., P.S. ...., Pin No. ...., District ..... (.....) - hereinafter called the "**PURCHASER"/"FIRST PARTY"**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

**A N D**

**[1] TIRUPATI ASSETS PRIVATE LIMITED, [PAN NO. AACCT3993N]** a Private Limited Company registered under the Companies Act, 1956 bearing Certificate of Incorporation No. U45203WB2005PTC106490 Dated 06.12.2005, having its office at 51, Shakespeare Sarani, 2<sup>nd</sup> Floor, P.O. Shakespeare Sarani, P.S. Beniapukur, Kolkata - 700017, represented by its director namely **SRI GOVIND GARG, [PAN NO. ADNPG3034G] [AADHAR NO. 309249724651]** Son of Late Ami Lal Garg, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of DA-113, Sector-I, Salt Lake City, P.O. Bidhan Nagar, CC Block, P.S. Bidhan Nagar (North), Pin No. 700064, District North 24 Parganas (W.B.).

**[2] TIRUMALA REALCON PRIVATE LIMITED, [PAN NO. AADCT7159D]** a Private Limited Company registered under the Companies Act, 1956 bearing Certificate of Incorporation No. U45400WB2011PTC157326 Dated 14.01.2011, having its office at 51, Shakespeare Sarani, 2<sup>nd</sup> Floor, P.O. Shakespeare Sarani, P.S. Beniapukur, Kolkata - 700017, represented by its director namely **SRI GOVIND GARG, [PAN NO. ADNPG3034G] [AADHAR NO. 309249724651]** Son of Late Ami Lal Garg, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of DA-113, Sector-I, Salt Lake City, P.O. Bidhan Nagar, CC Block, P.S. Bidhan Nagar (North), Pin No. 700064, District North 24 Parganas (W.B.).

**[3] TULSA MERCANTILE PRIVATE LIMITED, [PAN NO. AAACT8444J]** bearing Certificate of Incorporation No.

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U51909WB1993PTC057701, previously known as BEELINE INFRASTRUCTURE PRIVATE LIMITED vide Order Dated 12.01.2022 of the National Company Law Tribunal, Kolkata Bench in CP (CAA) No. 113/KB/2021 and CA (CAA) No. 1161/KB/2020, a company registered under the Companies Act, 1956, having its office at H.P. Apartment, Mahanandapara, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling, being represented by its authorized representative namely **SRI PRATIK GARG, [PAN NO. AEAPG7518M] [AADHAR NO. 972662531168]** Son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Church Road, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling (W.B.) - hereinafter called the **"VENDOR/"LAND OWNERS"/"SECOND PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART.**

The Vendor/ Land Owners s hereof are represented by and through their lawful constituted Attorney namely **SRI PRATIK GARG, [PAN NO. AEAPG7518M] [AADHAR NO. 972662531168]** Son of Sri Suresh Kumar Agarwal, one of the partner of **M/S. TULSA TIRUMALA HOUSING LLP, [PAN NO. AAPFT9806J]** a LLP Firm, having its office at 2<sup>nd</sup> Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri, by virtue of a registered Development Power of Attorney being No. I-..... for the year of 2023 recorded in Book No. I Volume No. .... Pages from ..... to ..... and the same was registered at the office of the Additional District Sub Registrar Bagdogra.

#### **A N D**

**M/S. TULSA TIRUMALA HOUSING LLP, [PAN NO. AAPFT9806J]** a LLP Firm, having its office at 2<sup>nd</sup> Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri, represented by one of its partners namely **SRI PRATIK GARG, [PAN NO. AEAPG7518M] [AADHAR NO. 972662531168]** Son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Church Road, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling (W.B.) - hereinafter called the **"DEVELOPER/CONFIRMING PARTY"** (Which expression shall mean and include unless excluded by or repugnant to the context its directors, heirs, executors, administrators, representatives and assigns) of the **THIRD PART.**

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**A. WHEREAS** the Present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian Nos. 16, corresponding to L.R. Khatian No. 289, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-3419 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2427 to 2443 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Smt. Ritika Agarwal, Daughter of Sri Suresh Kumar Agarwal & Wife of Sri Mukesh Kumar Agarwal.

**A N D**

**WHEREAS** the present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian Nos. 16 & 28, corresponding to L.R. Khatian No. 288, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320, 322 & 408, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-3423 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2485 to 2501 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Sri Mukesh Kumar Agarwal, Son of Sri Fakir Chand Agarwal.

**A N D**

**WHEREAS** the present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 58 Decimals or 0.58 Acres, recorded in L.R. Khatian No. 463, appertaining to part of L.R. Plot No. 317, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-6413 for the year of 2015 recorded in Book

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No. I CD Volume No. 32 Pages from 2972 to 2994 registered at the office of the Additional District Sub-Registrar Bagdogra, executed by Gulfan Oraon, Son of Sri Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 694/B.C.W.-Project, Dated 04.06.2015.

**A N D**

**WHEREAS** the present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 73 Decimals or 0.73 Acres, recorded in L.R. Khatian No. 959 & 961, appertaining to part of L.R. Plot No. 315 & 316, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-6524 for the year of 2015 recorded in Book No. I CD Volume No. 403 Pages from 1535 to 1562 registered at the office of the Additional District Sub-Registrar Bagdogra, executed by (1) Balasu Oraoan, Son of Sukhu Oraon, (2) Silo Oraon, Wife of Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 702/B.C.W.-Project, Dated 08.06.2015.

**A N D**

**WHEREAS** the present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, also purchased another plot of Land measuring 76 Decimals or 0.76 Acres, recorded in L.R. Khatian No. 462 & 956, appertaining to part of L.R. Plot Nos. 315, 316 & 317, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Sale being No. I-10581 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 81611 to 81637 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Jiten Oraon, Son of Balasu Oraon, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 694/B.C.W.-Project, Dated 04.06.2015.

**A N D**

**B. WHEREAS** one Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, purchased a plot of Land measuring 5.06 Acres, recorded in L.R. Khatian No. 1136, appertaining to part of R.S. Plot Nos. 82, 88, 89 & 93, corresponding to L.R. Plot Nos. 308, 316, 317 & 321, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-6403 for the year 2015 recorded in Book No. I CD Volume No. 32 Pages from 2233 to 2256 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Sri Charwa Oraon @ Charoya Urao, Son of Late Madroo Oraon @ Madaru Urao, after obtaining necessary permission from the Office of the Project Officer cum District Welfare Officer, Siliguri vide Memo No. 659/B.C.W.-Project, Dated 29.05.2015.

**A N D**

**WHEREAS** said Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, purchased a plot of Land measuring 3.13 Acres, recorded in L.R. Khatian Nos. 438, 439, 440 & 441, appertaining to part of R.S. Plot No. 75, corresponding to L.R. Plot No. 301, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-10825 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 83954 to 83981 registered at the office of Additional District Sub-Registrar Bagdogra, executed by (1) Smt. Mamta Agarwala, Wife of Sri Nisith Agarwala, (2) Sri Jogesh Goyel @ Yogesh Goyel, Son of Sri Ram Kumar Goyel, (3) Sri Ram Kumar Goyel, Son of Late Balmukund Goyel, (4) Sri Nisith Kumar Agarwal, Son of Late Bhimraj Agarwal.

**A N D**

**WHEREAS** said Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Madan Mohan Jodhani, Son of Late Dwarka Prasad Jodhani, also purchased a plot of Land measuring 1.38 Acres or 138 Decimals,

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recorded in L.R. Khatian No. 437, appertaining to part of R.S. Plot No. 74, corresponding to L.R. Plot No. 298, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-10823 for the year 2015 recorded in Book No. I Volume No. 403 Pages from 84011 to 84034 registered at the office of Additional District Sub-Registrar Bagdogra, executed by Sri Ram Kumar Goyal, Son of Late Balmukund Goyal.

**A N D**

**WHEREAS** being owner in such possession aforesaid Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg & Bhagwati Investment Consultants Private Limited, a Private Limited Company, represented by one of its director namely Sri Ashok, Son of Late Ram Prasad Garg @ Ram Prasad Agarwal, executed a registered Deed of Exchange being I-3544 for the year 2020 recorded in Book No. I Volume No. 403 Pages from 87894 to 87924 registered at the office of Additional District Sub-Registrar Bagdogra, whereby Bhagwati Investment Consultants Private Limited, a Private Limited Company, given their Land measuring 5.62 Acres, under R.S. Plot Nos. 74, 75 & 93, corresponding to L.R. Plot No. 298 (Area measuring 1.38 Acres), 301 (Area measuring 3.13 Acres) & 321 (Area measuring 1.11 Acres) to and in favour of Tirupati Assets Private Limited, a Private Limited Company, and said Tirupati Assets Private Limited, a Private Limited Company, given their Land measuring 5.74 Acres, under R.S. Plot No. 81, 83, 87, 88, 89,92 & 94, corresponding to L.R. Plot No. 307 (Area measuring 0.24 Acres), 309 (Area measuring 1.60 Acres), 315 (Area measuring 0.11 Acres), 316 (Area measuring 0.97 Acres), 317 (Area measuring 0.99 Acres), 320 (Area measuring 0.19 Acres) & 322 (Area measuring 1.64 Acres) to and in favour of Bhagwati Investment Consultants Private Limited, a Private Limited Company.

**A N D**

**WHEREAS** by virtue of said Deed of Exchange being I-3544 for the year 2020 the present Vendor/ Land Owners No. 1 hereof namely Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, acquired the Land measuring 5.62 Acres, under R.S. Plot Nos. 74, 75 & 93, corresponding to L.R. Plot Nos. 298 (Area measuring 1.38 Acres), 301 (Area measuring 3.13 Acres) & 321



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(Area measuring 1.11 Acres), since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner in such possession said Tirupati Assets Private Limited, a Private Limited Company, had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore two separate new khatian had been issued in their favour vide L.R. Khatian No. 527 & 1519, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

B. **WHEREAS** the present Vendor/ Land Owners No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 286, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3422 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2502 to 2518 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Smt. Usha Devi Agarwal, Wife of Sri Sri Suresh Kumar Agarwal.

**A N D**

**WHEREAS** the Present Vendor/ Land Owners No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 327 Decimals or 3.27 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 290, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3424 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2519 to 2535 registered at the office of the Additional District

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Sub-Registrar Siliguri II at Bagdogra, executed by Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal.

**A N D**

**WHEREAS** the Present Vendor/ Land Owners No. 2 hereof namely Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, purchased a plot of Land measuring 322 Decimals or 3.22 Acres, recorded in Old Khatian No. 16, corresponding to L.R. Khatian No. 287, appertaining to part of L.R. Plot Nos. 304, 306, 307, 309, 320 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, by virtue of a registered Deed of Sale being No. I-3425 for the year of 2011 recorded in Book No. I CD Volume No. 9 Pages from 2536 to 2553 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by (1) Sri Manish Kumar Agarwal & Others HUF, represented by its karta namely Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal, and the said deed was confirmed by (1) Smt. Usha Devi Agarwal, Wife of Sri Suresh Kumar Agarwal, (2) Smt. Ritika Agarwal, Daughter of Sri Suresh Kumar Agarwal & Wife of Sri Mukesh Kumar Agarwal, represented by and through their constituted attorney namely Sri Suresh Kumar Agarwal, Son of Sri Moti Lal Agarwal (by virtue of a registered General Power of Attorney being No. 11/3762/2011, Dated 27.04.2011 registered at the office of the Sub-Registrar Borivali No. 5, Mumbai, Suburban, District Bandra, Maharashtra).

**A N D**

**WHEREAS** being owner in such possession said Tirumala Realcon Private Limited, a Private Limited Company, had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore a new khatian had been issued in their favour vide L.R. Khatian No. 528, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner in such possession said (1) Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Saurav Garg, Son of Sri Govind Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company,

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represented by one of its director namely Sri Saurav Garg, Son of Sri Govind Garg, desirous to construct independent row houses, independent bungalows, residential buildings upon their Land measuring 921.77 Decimals therefore they had entered into two separate registered Deed of Development Agreement being Nos. (i) I-2266 for the year of 2021 recorded in Book No. I Volume No. 403 Pages from 66538 to 66576, (ii) I-2267 for the year of 2021 recorded in Book No. I Volume No. 403 Pages from 66497 to 66537 both was registered at the office of the Additional District Sub-Registrar at Bagdogra, with M/s Tulsa Trimula Housing LLLP, a LLP Firm, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal.

### **A N D**

**WHEREAS** being owner in such possession said (1) Tirupati Assets Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company, represented by one of its director namely Sri Govind Garg, Son of Late A.L. Garg, sold and transferred their Land measuring 460 Decimals out of their total Landed property, recorded in L.R. Khatian Nos. 527, 528 & 1519, appertaining to part of R.S. Plot No. 92, 93 & 94, corresponding to L.R. Plot Nos. 320, 321 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Within the jurisdiction of P.S. Matigara, District Darjeeling, to and in favour of the Present Vendor/ Land Owners No. 3 namely Beeline Infrastructure Private Limited, a Private Limited Company, now merged with Tulsa Mercantile Private Limited, represented by its director namely Sri Suresh Kumar Agarwal, Son of Late Ami Lal Agarwal, by virtue of a registered Deed of Sale being No. I-6715 for the year of 2022 recorded in Book No. I Volume No. 403 Pages from 147521 to 147549 registered at the office of the Additional District Sub-Registrar Bagdogra, and the said deed was confirmed by M/s Tulsa Trimula Housing LLP, a LLP Firm, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal.

### **A N D**

**WHEREAS** said Beeline Infrastructure Private Limited, a Private Limited Company now merged with Tulsa Mercantile Private Limited, bearing Certificate of Incorporation No. U51909WB1993PTC057701, vide Order Dated 12.01.2022 of the National Company Law Tribunal,

Kolkata Bench in CP (CAA) No. 113/KB/2021 and CA (CAA) No. 1161/KB/2020. And thereafter they had mutated their name at the office of the B.L. & L.R.O. Matigara in respect of their said landed properties and therefore a new khatian had been issued in their favour vide L.R. Khatian No. 1705, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner in such possession the present Vendor/ Land Owners s namely (1) Tirupati Assets Private Limited, a Private Limited Company, represented by its director namely Sri Govind Garg, Son of Late Ami Lal Garg, (2) Tirumala Realcon Private Limited, a Private Limited Company, represented by its director namely Sri Govind Garg, Son of Late Ami Lal Garg, (3) Tulsa Mercantile Private Limited, previously known as Beeline Infrastructure Private Limited, being represented by its authorized representative namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal, desirous to build/carry out the construction work of independent row houses, independent bungalows, residential buildings divided into **PHASE – I & PHASE – II** upon their Land measuring 577.40 Decimals or 5.7740 Acre out of their total landed property, considering lack of technical knowledge and huge financial involvement the they entered into a fresh registered Development Agreement being No. I..... for the year of 2023 recorded in Book No. I Volume No..... Pages from ..... to ..... and the same was registered at the office of the office of the Additional District Sub-Registrar Bagdogra, with the present developers namely M/s. Tulsa Tirumala Housing Llp, represented by one of its partner namely Sri Pratik Garg, Son of Sri Suresh Kumar Agarwal, to build the independent row houses, independent bungalows, residential buildings under the name and style of **"GULMOHAR"**.

**A N D**

**WHEREAS** the building plans have also being duly obtained from the concerned department, being Matigara Panchayet Samity vide Plan Order Nos. 477/MPS Dated 20.04.2022 for Phase – I & 50/MPS Dated 01.02.2023 for Phase – II, which is approved by appropriate authority, for construction of independent row houses, independent bungalows, residential buildings.

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**A N D**

**WHEREAS** the Vendor/ Land Owners s & developers have formulated a scheme to enable person/persons/party intending to have own ownership independent row houses, independent bungalows, residential buildings at the said building complex along with undivided proportionate share or interest on the said land mentioned in the schedule "A" below. And along with common area in the said building complex, such as the landings, staircase, common passage in the building complex, open space, toilet, STP, well and other fittings and fixtures and other common parts/services of the building complex, and the common facilities as more fully described in the schedule "C" below. The word "undivided" shall the mean all that the undivided impartible indivisible share or interest in the land forming part of the said premises appurtenant to the particular building/s in which the flat/unit is situated.

**A N D**

**WHEREAS** the PURCHASER/S being need of such type of ownership independent row houses, independent bungalows, residential buildings for use in the locality where the said building complex is situated, has/have approached the DEVELOPER, expressing the desire to have a ownership Independent Row Houses/Independent Bungalows/Flat/Unit in the said building complex and accordingly then also has/hve examined and inspected the documents of the title of the VENDOR/ LAND OWNERS S and the documents of the DEVELOPER, to all that piece or parcel of land as more fully described in the Schedule "A" given herein below along with building plan duly approved by appropriate authority and has/have also seen and inspected the standard of workmanship in construction, quality of material used construction of the said building/block to the extent constructed as on the date of execution of these presents and after satisfying himself/herself/themselves/itself about the title of VENDOR/ LAND OWNERS S and interest of the DEVELOPER, as to the land as well as the standard of construction, the purchaser has/have decided to purchase the said Ownership Flat/Unit and the PURCHASERS have then through a application requested the Developer, for allotment of a Independent Row Houses/Independent Bungalows/Flat/Unit in the building complex named "**GULMOHAR**", being more fully described in the Schedule "B" below.

**A N D**

**WHEREAS** the VENDOR/ LAND OWNERS S and the DEVELOPER, considering the Price offered by the Purchasers to be highest prevailing in the market, has provisionally allotted a Residential Independent Row Houses/Independent Bungalows/Flat/Unit at the said Commercial and Residential Housing Complex "**GULMOHAR**" hereinafter referred to as the "INDEPENDENT ROW HOUSES/INDEPENDENT BUNGLOWS/FLAT/UNIT), more fully described in the SCHEDULE-B, to the purchaser.

**A N D**

**WHEREAS** the VENDOR/ LAND OWNERS S and the DEVELOPER, has/have accordingly in furtherance of the said allotment, entered into an agreement with the Purchasers, for sale of the said Independent Row Houses/Independent Bungalows/Flat/Unit, morefully described in the Schedule-B below, for a total consideration of Rs. .... (Rupees ..... only), free from all encumbrances, charges, liens, dispendences, attachments, mortgages and, all or any other liabilities whatsoever, and the said premises is more fully described in SCHEDULE - B herein under written.

**A N D**

**WHEREAS** all the Vendor/ Land Owners s has/have requested the Purchaser/s to malre the total payments/consideration amount to and in favour of the Developer/Confirming party in these presents.

**A N D**

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-  
CONSIDERATION**

1.That in consideration of a total sum of Rs. .... (Rupees ..... only), Paid by the PURCHASERS to the DEVELOPER/CONFIRMING PARTY, the receipt whereof the DEVELOPER/CONFIRMING PARTY, do hereby acknowledge and grant full discharge to the PURCHASERS from the payment thereof and the VENDOR/ LAND OWNERS S/DEVELOPER/CONFIRMING PARTY, do hereby convey and transfer absolutely the said INDEPENDENT ROW HOUSES/INDEPENDENT BUNGLOWS/FLAT/UNIT, morefully and particularly described in the SCHEDULE-B appended herein below,

situated in the said Residential Building Complex named "GULMOHAR" TOGETHERWITH the undivided proportionate share in the land underneath the said BUILDING/BLOCK AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities, property sold herein is more fully and particularly described in the "Schedule - B" appended herein under, to the Purchasers who will and shall have the right TO HAVE AND TO HOLD the same absolutely, free from all encumbrances subject to the payments of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Panchayet Authority or any other concerned authorities.

2. That the Purchasers has/have examined and inspected all the documents of title of the Vendor/ Land Owners s and the Developer, the scheme of the Vendor/ Land Owners s and the Confirming Party to build the said Residential Building Complex, Site Plan, Building Plan, Foundation Plan, Lay Out Plan, Structure Details of Beam and Slabs, Typical Floor Plan, Front Elevation, Rear Elevation / Sectional details of Staircases as well as the common part & portions & areas and the common provisions & utilities and has/have also seen and inspected the construction work of the building/blocks and all other approvals issued by Siliguri appropriate authority and/or any other Governmental Authority competent to issue such permission/approval with regard to the construction of the said Residential Building Complex and has/have satisfied himself/ herself/ themselves/itself about the standard of construction thereof including that of the property purchased by the Purchasers and the Purchasers have confirmed that he/she/they/it, is/are fully satisfied in all respects, with regards to the right, title and interest of the Land Owners/Vendor/ Land Owners s together with the interest of the Developer in the said Residential Building Complex and has/have understood all limitations and obligations of the developer in respect thereof. It is further stated that the Purchasers herein has completely satisfied himself/herself/itself/themselves with all aspects of the said Residential Independent Row Houses/Independent Bungalows/Flat/Unit Premises as purchased by him/her/them/it and appurtenances, including the measurement of the said premises.

3. That the Vendor/ Land Owners s and Developer declares that the interest which they profess to transfer hereby subsists as on the date of these present and that the Vendor/ Land Owners s and Developer has/have not previously transferred, mortgaged, contracted for sale

or otherwise the said below Schedule-B property or any part thereof to or in favor of any other party or persons and that the property hereby transferred, expressed intended so to be transferred suffers from no defect of title and is free from all encumbrance whatsoever.

4. That the Vendor/ Land Owners s does hereby covenant with the Purchasers that the tenancy rights under which the Schedule-A property is held by the Vendor/ Land Owners s under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor/ Land Owners s proposes to the transfer subsist and the Vendor/ Land Owners s have full right and authority to transfer the Schedule - B property to the Purchasers in the manner as aforesaid and the Purchasers shall hereinafter peacefully and quietly possess and enjoy the said Schedule - B property without any obstruction or hindrance whatsoever.

5. That the Vendor/ Land Owners s and Developer hereby declare and covenants with the Purchasers that there exists no mortgage, charge, attachment or encumbrance on the Schedule- B Property hereby sold and conveyed, expressed or intended so to be or and part thereof and the Vendor/ Land Owners s and Developer has/have not entered into any binding contract with any other person/persons for sale of the said Schedule-B Property or any part of these presents and that the Schedule-B Property hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendor/ Land Owners s and Developer on the date of these presents and is free from all encumbrances and charges and the Vendor/ Land Owners s and Developer hereof covenants with the Purchasers that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the said Schedule-B Property, the Vendor/ Land Owners s and Developer shall be liable to compensate the Purchasers adequately for the loss or injury sustained or to be sustained by the Purchasers in consequence thereof.

6. **ELECTRICITY**-That the Purchasers will obtain his/her/their/its own independent Electric Connection/Connection Meter in his/her/their/its own name, from the West Bengal State Electricity Distribution Company Limited, Siliguri or from the Concerned Department, by paying the requisite fee/charges/Security Deposit Amount as required. The Vendor/ Land Owners s and the Developers shall not be liable to provide and arrange for the same at all.



7. **GENERATOR** - That the Generator as installed by the Vendor/ Land Owners s/ Developer, shall be used strictly for the lightning of the common areas, spaces, car parking space and for the running of the common utilities of the said Residential Building Complex.

That the running and maintenance costs and expenses of the generator shall be borne by the Purchaser/s and shall be included in the maintenance costs/expenses.

### **MAINTENANCE CHARGES**

i. That the DEVELOPER shall either directly or through its appointed Maintenance Agency as the case may be, provide the requisite common area maintenance and other services of the said Residential Building Complex, the maintenance services shall broadly include but limited to garbage disposal and upkeep, water supply, sewerage system and drainage system, electricity and lighting facilities for the common area and internal roads, generator running and maintenance costs, maintenance and upkeep of lifts, internal roads, pathways, boundary wall/fencing, horticulture, provision of general watch and ward within the said Complex "Gulmohar" (collectively referred to as Maintenance Services).

ii. It is hereby agreed that the Developer shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other appropriate agency appointed by it (referred to as "Maintenance Agency"). The Purchasers hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the "Maintenance Charges") as may be determined/ revised by the Developer/Maintenance Agency from time to time. In addition to the maintenance charges, the Purchasers also undertakes and agrees to make the timely payment of the charges for power back-up, to the Maintenance Agency. The Charges for power consumption will be determined by the Maintenance agency from time to time based on the price of fuel, maintenance, management and upkeep of DG set, etc., and the bills for power back-up will be raised by the Maintenance Agency The Purchasers agrees and undertakes to pay maintenance expenses/charges and power back-up charges/bills and/or other charges/bills etc., monthly/quarterly, as raised by the said Maintenance Agency from the date of possession or deemed date of possession irrespective of whether the Buyer is in the occupation/possession of the said Schedule-B Property or and/or

from the date of registration of the said Schedule-B Property, whichever occurs earlier. In case of failure of the Purchasers to pay the maintenance bill, power back-up or other charges on or before the due date, the Purchasers in addition to permitting the Developer/Maintenance Agency to deny him/her/them the maintenance service authorizes the Firm / Maintenance Agency to realize the said outstanding amount with interest thereon by legal means and/or by withdrawing the common services, till such amount is paid. The Purchasers further undertakes and agrees that in the event of his/her/its/their default in making the payment of maintenance charges and power back-up charges and all other charges due to be payable by him/her/them/it etc., the Developer / Maintenance / Agency shall be free to disconnect the power back-up facility, water supply and/or withheld other services till such time, until entire dues of Maintenance charges are paid by the Purchasers. The Purchasers further agrees not to raise any objection against such disconnection and/or termination of services.

It is stated that in case the Purchasers makes default in payment of the proportionate share towards the common expenses/ maintenance charges (Described in the Schedule-D given herein under) within time allowed by the Developer or the Apartments owners Association the Purchaser shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Developer or the Association acting at the relevant time for any loss or damage suffered by the Developer/Association in consequence thereof and the Purchasers shall also be restrained from using the common facilities.

iii. The Purchasers agrees and undertakes to enter into and execute a separate agreement as required under law, with the Developer / Maintenance Agency (the Maintenance Agreement) and sign other documents in relation to provision of the maintenance services in the said Residential Building Complex and shall deposit the Security Money for such maintenance as may be determined by the Developer / Maintenance Agency, The Maintenance Agreement may inter alia specify the Maintenance Service to be provided in relation to the said Schedule-B Property and the said Residential Project "GULMOHAR" and also the applicable security deposit and Maintenance Charges payable by the purchaser in respect of the same, to be decided at that point of time.

iv. The Parties hereto agree and acknowledge that this security deposit shall pursuant to any transfer (whether by means of sale, assignment, disposal or otherwise) of the said schedule B Property, by the Purchasers to a third party, be transferred in the name of such third party/transferee.

v. That from the date of possession or deemed date of possession and/or from the date of registration of the Schedule B Property, whichever occurs earlier, the Purchasers shall be liable to and undertakes and agrees to bear all the taxes including the Panchayet Taxes, and/or other taxes, holding charges and refurbishing charges, general maintenance charges, maintenance charges and all other outgoings presently payable or which may be imposed or levied in future in respect of the said Schedule-B Property and proportionately for the whole complex and premises regularly and punctually, whether actual physical possession of the said Schedule-B Property is taken or not, by the Purchasers.

vi. That the Purchasers hereto agrees that in addition to the Maintenance charges, the Purchaser shall also pay/provide from time to time, as may be specified and demanded by the Developer /Maintenance Agency to contribute to a 'Replacement Fund', which shall be utilized for the express object of providing for replacement or refurbishing of capital/maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the said Residential Building Complex.

vii. That the Purchasers shall be entitled to use and pay for such proportionate charges for common facility if any, such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sewerage treatment plant, sweepers, chowkidar/guards, security, community hall, children play area, garden maintenance, common electric bill etc., as will be determined by the Developer/Maintenance Agency from time to time till the time as executive body/ agency or any other authority of the building complex is formed to take care of the common maintenance of the building/complex.

viii. The Purchasers further declares and covenants, that the Electricity Bill consumed of and in respect of the functioning of the STP (SEWERAGE TREATMENT PLANT) shall be paid through the common maintenance funds of the society/ executive body/agency or any other authority of the building as is formed to take care of the common maintenance of the building/complex. It is further stated

that the liability in respect of the Electricity Bill for functioning the STP, as stated herein above shall not at all, be the liability of any single block, irrespective of the Electric Power, being consumed, from the said/any particular block. The Purchasers further declares and agrees to pay his/her/their/its share of expenses/charges incurred for the running of STP.

#### 8. **CLUB HOUSE** :-

i. That the **CLUB HOUSE** shall be known and identified as "....." and this name will always remain unchanged.

ii. That the Purchasers of these presents by virtue of purchase of the Schedule-B Property shall be deemed to have been the member of the Club "....." only.

iii. Club Membership will not create any right, title, interest over and above the said Residential Building Complex in anyway. It is stated that Club Membership shall strictly mean and is restricted to the Club Membership only. It is further stated that Club House Membership, can also consist of members, who are not the habitant's of the said Complex/Gulmohar and the Purchasers shall have no objection to the same.

iv. The Developer/Builder, also reserves its right to sell the Club Membership to any person's other than the habitants of the said Residential Building Complex "GULMOHAR" and this right to sell the club membership to any person/s other than the habitants of the said "GULMOHAR" can also be exercised by the nominees of the Developer/Builder and the said members shall have full right to usage of the community centre/recreational facilities of the Club House.

v. It is further stated that the Developer/Builder shall have exclusive right to sell/sale the total Club House Property, along with the undivided proportionate share in the land on which the said Club Building stands, to any of the Third Party/Parties. It is further stated that the Club House, shall also consist of Office Space/s and Guest Rooms, which may be sold by the Vendor/ Land Owners s/Developer/Builder, to its intending buyer/s and the said intending buyer/s can also be a non habitant of the Complex/Golmohar and the habitants of the Complex/ Golmohar shall have no objection to it.

vi. That the amenities such as Swimming Pool, Gym, Games Room, Yoga Room, are the property of the Club House only and shall always exclusively remain and form part of the Club House named "....." only.

vii. In case any annual or monthly maintenance is required for the smooth and regular functioning of the Club House, then the same shall be duly borne/paid by the Members of the Club House.

viii. The Club House shall make its own rules and bye laws, for the smooth running, functioning of the said Club House and the Purchasers herein shall be guided and binded by all such rules and bye laws and shall not raise any objection to the same. That in case of default in payments of Club expenses/fees/subscriptions etc., by any of its members, then the said member's, shall not be allowed to avail/enjoy the services of the said Club House, till the payments of such outstanding/dues amounts.

**9. THE PURCHASERS AGREES AND UNDERTAKES THAT THE PURCHASERS SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-**

a. Store/stock/bring into/keep in the said Schedule-A/Schedule- B Property any goods/material/fluid/chemical/substance of explosive/hazardous/combustible/inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser's agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property / buildings, and/or the assets of the other neighbors.

b. Not to damage, demolish or cause to be damaged or demolished the said Schedule-A /Schedule B Property or any part thereof or the Fittings and fixtures thereto. That the Purchasers hereby covenant with the Developer not to dismantle, divide or partition the Schedule B Property hereby sold and conveyed in favour of the Purchasers in part or parts in any manner whatsoever and the same shall be hold by the Purchasers as Residential Premises, exclusively for residential purpose only.

c. Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or

permit any alteration in the elevation and outside colour scheme of the exposed walls or the fences of external doors and windows including grills of the said Schedule B Property, which in the opinion of the Developer and/or its nominee/s differs from their own colour scheme.

d. Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

e. Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule A / Schedule B Property or any part of the said building or caused increased premium payable in respect thereof of the said building or the Complex, if insured.

f. Not to use the said Schedule-B Property other than the residential purpose. Under no circumstances shall the Purchasers use or allow the said Schedule-B Property to be used for commercial, industrial or non-residential purposes. The Purchasers shall also not use the said premises as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, dispensary, meeting place, club, school or other public gathering place.

g. Not to encroach upon any portion of the land or building carved out by the Developer for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Developer or the Executive Body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchasers shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.

h. No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.

i. Similarly the Purchasers shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutcha or pucca constructions/structure, grilled wall or enclosure thereon or part thereof and shall keep it always open as

it is Dwelling or staying of any person or blocking by putting/storing any articles shall not be permitted at all in the said parking spaces.

j. No Installation of Generator. That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential premises of the building complex save and except the battery operated inverter.

k. No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Residential Building Complex.

**10. THE PURCHASERS FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS THAT:-**

i. PURCHASERS agrees and undertakes to co-operate with the Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the Developer may require for the purposes of safeguarding the interest of the occupants of the said Residential Building Complex/"GULMOHAR".

ii. That the Purchasers shall be liable to pay taxes such betterment fees and development fees and levies that may be charged/ imposed by any government authorities or statutory bodies, taxes such as vat, service tax duties, leaves, cess, fees, value added tax, customs and excise duties, real estate taxes other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied imposed upon or claimed to be owed in any relevant jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule-B property.

iii. That the Purchasers shall keep the said Schedule-B Property in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.

iv. That the Purchasers shall always observe the rules and regulations as framed by the Developer and/or the organization/agency/association/holding.

v. That the Purchasers shall always co-operate with the other owners association and the Developer in the management and maintenance of the said Residential Building Complex.

vi. That the Purchasers shall allow the Developer's or Maintenance Agency's representative with or without workmen to enter into the said Schedule-B Property for the purpose of maintenance and repairs, inspecting, examining, checking, testing, construction, developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation to or development and/or safety of the Building but only with 48 hours prior notice.

vii. That the Purchasers shall maintain and/or remain responsible for the structural stability of the said Schedule-B Property and not to do anything which has the effect of affecting the structural stability of the building. That the Purchasers further agrees and confirms that the Vendor/ Land Owners s/Developer shall have the right to sale any part and portion of the Complex, as per their scheme.

viii. The Purchasers/Buyers hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchasers herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchasers or the then Purchasers/transferees shall be binded & guided by the clauses/undertakings mentioned in this deed.

11. That the Vendor/ Land Owners s and the Developer has made clear to the Purchasers that it may carry out extensive developmental / construction activities in future in the entire area falling inside/outside the land beneath the building in which the Premises is located and that the Purchasers have confirmed that he/she/they shall not rise any objections or make any claims or default in any payments as demanded by the Developer/Maintenance Agency on account of inconvenience, if any, which may be suffered by him/her/them/it due to such developmental/construction activities



or incidental/related activities. And if the Developer in due course of time does it and proper to extend this said project by developing the nearby land, then the habitants occupants of the said extended project shall be entitled to use and enjoy all the common portions, common areas, common utilities, such as roadways, pathways, frontage, entry/exit points, passages, access-ways etc., and all the other facilities for enjoy of the said added areas or any construction or development therein, as they have been inhabitants of the "GOLMOHAR". The Vendor/ Land Owners s and the Developer herein shall be entitled to construct further floors on and above the top roof of the building's. The Purchasers hereby admits and accepts that the Vendor/ Land Owners s and the Developer and/or employees and/or agents and/or contractors of the Vendor/ Land Owners s and the Developer shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. That the Vendor/ Land Owners s and the Developer have made clear to the Purchasers that the Vendor/ Land Owners s and the Developer shall be entitled to link the said complex with lands or landed properties adjacent and/or adjoining to the said complex "GOLMOHAR" whether by acquiring (in their/its name or in the names of any group company associates/ sister concern/ nominee) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., with the added areas as the Vendor/ Land Owners s and the Developer may from time to time deem fit and proper. That the Vendor/ Land Owners s and the Developer has further made clear to the Purchasers that the Vendor/ Land Owners s and the Developer may cause or allow building plans for construction at the said added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said complex "GULMOHAR". For or relating to any such additions, constructions or alterations, etc., the Vendor/ Land Owners s and the Developer, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex "GULMOHAR" viz. lifts, generators, transformers, water, electricity, sewerage treatment plant, drainage etc., thereto as they deem proper. The layout, landscaping, pathways, connectors may be revised or changed with the requirements of the added areas, for expansion of the said added areas.

## 12. **GENERAL POINTS:-**

a. That the Purchaser undertakes that he/she/they/it shall become the member of association/society of the flats in said Residential Building Complex, as may be formed by the Developer on behalf of the Purchaser or the flat/occupants/apartments owners association in the said Complex "GULMOHAR", and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities, as may be required by the Developer/Premises owners association for this purpose, as and when the association is formed.

b. That the Purchasers shall along with all the other occupants of the said Complex/GULMOHAR, shall have the responsibility, to renew and/or update, all the other license/s (i.e.) of fire, lift and/or any other facility/s, if required necessary, under the eye of law and the they shall also arrange to renew all the maintenance policy (Annually, Quarterly, Monthly, Daily or/on whatever basis), as they deem fit and proper, of the product/machinery/equipments (if any).

c. That the Developer has made clear to the Purchasers that the said Residential Building Complex is to be completed in two phases, the first being on the ..... side of the said Schedule- A Plot and the Second Phase to be carried out on the ..... side of the said Schedule- A Plot and a Club/Block - ..... The Developer shall be fully entitled to use every part and portion of the Schedule-A land, for the purpose of further construction of the Phase II and the Purchaser/s shall create no obstruction, hindrance and/or shall have no objection during the process of the said construction. It is stated that the said Complex "GULMOHAR" is comprised of two phases, being Phase-I and the Phase-II.

d. That the Purchasers shall have no right, title and interest over the top roof/terrace of the building and the Purchaser's agree that the Vendor/ Land Owners s/Developers shall have the absolute right, title, liberty and entitlement to deal with, transfer or dispose of the said top roof/ terrace to whomsoever and/or reserve the same for particular purpose and the Vendor/ Land Owners s/Developers shall be entitled to use the top roof/terrace in any manner whatsoever or any type of use, including installations of any sort of shed or tower, dish antenna, etc., and that the Purchasers shall not claim any right whatsoever or howsoever over the said top roof/terrace of the building and the purchaser hereby disclaims all his/her/their/it's right, title and interest into or upon the roof/terrace of the building. That the Vendor/ Land Owners s and the Developer shall have the exclusive right to construct or raise any storey or stories on the top

roof, the roof over such additional storey or stories as the case may be and the Vendor/ Land Owners s and the Developer shall shift the water tank and/or other installations to such roof over the additional storey or stories as the case may be and further the super built up area comprised in the said flat/unit as well as proportionate share of the Purchasers in the land comprised in the said premises and in the common areas and installations shall also stand reduced owing to such construction addition and/or alteration. Provided however that the Purchasers herein clearly understands that the top roof shall belong to the Vendor/ Land Owners s and the Developer.

e. The Developer also reserves its right to sell the Roof Right being Fifty Percent of each of the roof of each of the block in the said Residential Building Complex "GULMOHAR". It is stated that the inhabitant of any block can purchase the roof right on any block within the said Complex "GULMOHAR", irrespective of him/her/them inhabiting or owning of any premises in any particular block, the other buyers/occupants shall have no objection to it. However the discretion of the Vendor/ Land Owners s/Developer shall be final and binding in this respect.

f. That the Purchasers shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor/ Land Owners s/Developers from selling, transferring, assigning of unsold portion or right, title and interest therein or appurtenant thereto.

g. That the Purchasers shall have the right to get his/her/their/it name mutated with respect to the said Schedule - B property both at the office of the B.L. & L.R.O. Matigara and Panchayet Authority and get it numbered as a separate holding and shall pay panchayet taxes and other taxes and all outgoings, as may be levied upon the purchasers in respect of the said Schedule B Property and proportionately for the whole building/complex from time to time.

h. That the Purchasers shall have the right to sale, gift mortgage or transfer otherwise the ownership of the Schedule B property or let-out lease out the Schedule-B property to whomsoever and the rights of the Purchaser is confined only to the said Independent Row Houses/Independent Bunglows/Flat/Unit and appurtenances as more fully described in the "Schedule-B" hereunder written and undertakes not to claim any right, title and interest, in any manner whatsoever, over and in respect of other areas, amenities and spaces and the

Vendor/ Land Owners s and the Developer is/are entitled to deal with and dispose of all other portions of the said premises and the said complex to the third parties at the sole discretion of the Vendor/ Land Owners s and the Developer to which the Purchasers under no circumstances shall be entitled to raise any objection. The Purchasers waves all right to objections voluntarily.

i. That the Vendor/ Land Owners and Developer shall not be liable at any time under any circumstances for any rate or tax pertaining to the Schedule-B property except the unsold portion of the building which shall be borne by the Vendor/ Land Owners s and Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

j. That the Vendor/ Land Owners s and Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities the whole building is damaged, demolished then the occupiers or owners the building shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building dividing expenses or construction costs and repairs as they shall mutually decide at that appropriate time.

k. That the Vendor/ Land Owners s and Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchasers for the property hereby conveyed at the cost of the Purchasers.

l. The said Residential Building Complex, shall always be known as "GULMOHAR" and this name shall not be changed by any association or society of the Flats Owners/Occupants or any other person claiming through them. Further, at all times, the name of the project "GULMOHAR" and the name of the Developer i.e. M/S. TULSA TIRUMALA HOUSING LLP shall be displayed at prominent places in the said Residential Building Complex. The copy right/ trade mark / property mark and all intellectual property (including the words "GULMOHAR") shall always remain and vest with the DEVELOPER and no person, including but not limited to the Purchasers Association/Society or the occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

13. Headings to the Clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of, the provisions of this Indenture.

14. The words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.

15. That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed (collectively disputes) shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is agreed by and between the parties herein that the Arbitral Tribunal shall consist of 1 (one) Sole Arbitrator, who shall be an Advocate, to be nominated by the Developer. The place of arbitration shall be Siliguri only and the language of arbitration shall be English. The arbitral Tribunal shall have summary powers and be entitled to give interim awards/ directions and shall be further entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim / final award shall be binding on the Parties. It is stated that the parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building complex unless the same is first referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Courts at Siliguri.

**SCHEDULE "A"**  
**(DESCRIPTION OF LAND)**

**ALL THAT PIECE OR PARCEL** of Bastu Land measuring 577.40 Decimals or 5.7740 Acre, recorded in L.R. Khatian Nos. 527, 528 & 1705, appertaining to part of R.S. Plot Nos. 78, 80, 83, 92, 93 & 94, corresponding to L.R. Plot No. 304, 306, 309 320, 321 & 322, Situated within Mouza Baniakhari, J.L. No. 55, Pargana Patharghata, Under Gram Panchayet Area, Registry office at Additional District Sub-Registrar Bagdogra, Within the jurisdiction of P.S. Matigara, District Darjeeling, in the State of West Bengal.

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The said total land is butted and bounded as follows: -

North : 23 Ft. Wide Road;  
 South : Land of L.R. Plot No. 323;  
 East : Land of L.R. Plot Nos. 309, 320, 321 & 322;  
 West : 40 Ft. wide Road & Land of L.R. Plot Nos. 304, 320, 321 & 322.

Description of land Plot-khatian wise area details :-

L.R. Khatian No.	L.R. Plot No.	Area in Acre
527	306	0.2290
528	304	0.53
528	306	0.87
528	309	1.185
1705	320	0.76
1705	321	0.69
1705	322	1.51

**SCHEDULE "B"**  
**(PREMISES HEREBY SOLD)**

**ALL THAT PIECE OR PARCEL** of one Independent Row House / Independent Bungalows /Flat / Unit being No. .... measuring ..... Sq. Ft. (including super built-up area), Situated at the ...../..... Portion of the said Residential Building complex known as "**GULMOHAR**", together with proportionate share of land (as described in the Schedule – A hereinabove mentioned) on which the said building stands, inclusive of the right of undivided proportionate interest in the alongwith common area and common facilities of the said building, mentioned in the Schedule 'C' hereinbelow.

**SCHEDULE "C"**  
**(COMMON AREAS AND FACILITIES OF THE BUILDING)**

- 1) Road and Pathways to be used as entrance to and exit from the building complex to Panchayat Road;
- 2) Stair case and landing on all floors and Lift Facility;
- 3) Top roof/s of the building, treatment plant;
- 4) Drainage, Septic Tank and Soak Well;
- 5) Garden, Children Play Area, Badminton Court, Community Hall,

- 6) Well and Water Reservoir;
- 7) Boundary walls and main gates;
- 8) The land left vacant by the boundary Walls;
- 9) Common lighting system for the building;
  
- 10) Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

**SCHEDULE "D"**  
**(COMMON EXPENSE)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installation (including Water Pump with Motor, Tube well) and also the costs of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium of insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayet taxes, water tax and other levies in respect of the premises and the building (Save those separately assessed in respect of any unit or on the Purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

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8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor/ Land Owners and/or the service organization for the common purposes.

A separate sheet containing the finger print of the Developer and the Purchaser/s are enclosed herewith forming part of these presents.

IN WITNESS WHEREOF the Developer hereof do hereunto set and subscribed their respective hands on the day month and year first above written.

**WITNESSES:**

1.

2.

(SIGNATURE OF THE DEVELOPER)

Drafted as per the instructions of the parties, readover and explained to the parties by me and printed in my office:

**(CHINMAY SARKAR)**  
Advocate, Siliguri.  
Enrolment No. WB/523/2003.