

Shri Ashoke Kumar Agarwal
Anand Kumar Agarwal
Narendra Kumar Agarwal
Trustee

1. SRI ASHOKE KUMAR AGARWALA, 2. SRI ANAND KUMAR AGARWALA, both are sons of Sri Dewki Nandan Agarwala, both are Hindu by faith, Indian by nationality, Businessman by occupation, Resident of K.C. Dey Road, Hill Cart Road, P.O. & P.S. Siliguri, Dist: Darjeeling - 734001 in the State of West Bengal; 3. UNIQUE ABASAN PVT. LTD., a Private Limited Company, incorporated under the Companies Act, 1956, bearing certificate of Incorporation No. U45201 WB2005 PTC 105212 dated 06.09.2005. having its office at Gateway Ford, NH - 31, Near Sales Tax Check Post, Gossainpur, Bagdogra, P.O. & P.S. Siliguri, Dist: Darjeeling, in the State of West Bengal; represented by its Director SRI NARESH AGARWAL, S/o. Sri Sawarnal Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Durga Locomotives, Burdwan Road, P.O. & P.S. Siliguri, District Darjeeling - 734005, in the State of West Bengal hereinafter collectively referred to as the "FIRST PARTY/ VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators, and assigns) of the "FIRST PART".

A N D

, both by religion, business by occupation, residing at hereinafter referred to as the "PURCHASER/S" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, successors, administrators, representatives and/or assigns) of the "SECOND PART".

A N D

M/S ADVANCE DEVELOPERS, a partnership firm, having its office at Uttarapan Market Complex, 1st Floor, Hill Cart Road, Pradhan Nagar, P.O. & P.S. Pradhan Nagar, Dist: Darjeeling, represented by one of its Partners SRI NARESH AGARWAL, S/o. Late Ramniwas Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Ganapati Apartment, Khalpara, P.O. & P.S. Siliguri, District Darjeeling - 734005 hereinafter referred to as the "DEVELOPER/DEVELOPER" (which expression shall unless excluded by or

Ashoke Kumar Agarwal
Anand Kumar Agarwal
M/s Unique Abasan Pvt. Ltd.

repugnant to the context it's partner, successors-in-office, representatives, administrators and assigns) being confirming party of the "THIRD PART".

WHEREAS one Sri Ashoke Kumar Agarwal was the owner of all that piece or parcel of Raiyati vacant land measuring 0.76 acres, recorded in R.S. Khatian No. 61/2, comprised in part of R.S. Plot no. 561, Mouza - Mandlaguri, Touzi No. 91, J.L. No. 107 (then 110), Pargana - Baikunthapur (then Patharghata), P.O. & P.S. Pradhan Nagar, S.R.O. Siliguri, District Darjeeling by Purchaser from Sri Premswarup Agarwala (Bansal), S/o Late Nand Kishore Agarwala of Station Road, P.O. Hisar, P.S. Hisar, Dist. Hisar, Haryana, vide Sale Deed No. I-6275 dt. 29/10/1986 registered at the office of the Sub-Registrar Siliguri recorded in Book No. 1, Volume No. 142, Pages 142 to 153, being No. 6275 for the year 1986 having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS Sri Anand Kumar Agarwal was the owner of all that piece or parcel of raiyati vacant land measuring 0.75 acres, recorded in R.S. Khatian No. 61/1, comprised in part of R.S. Plot no. 562, Mouza - Mandlaguri, Touzi No. 91, J.L. No. 107 (then 110), Pargana - Baikunthapur (then Patharghata), P.O. & P.S. Pradhan Nagar, S.R.O. Siliguri, District Darjeeling by purchase from Shri Gulab Chand Agarwala, S/o. Late Chanduram Agarwala duly represented by his constituted attorney Sri Indra Kumar Agarwala, S/o. Late Bhajan Lal Agarwala of Hill Cart Road, Siliguri, Dist. Darjeeling, vide registered General Power of Attorney No. IV- 15 dt. 24/09/1947, recorded in Book no. IV, Volume no. 2, pages from 28 to 30, being document no. 15 for the year 1947 at the office of Sub-Registrar, Kurseong, Dist. Darjeeling, vide Sale Deed No. I-6276 dt. 29/10/1986, registered at the Office of the Sub-Registrar, Siliguri recorded in Book No. I, Volume No. 143, page from 154 to 166, being document no. 6276 for the year 1986 having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS M/s Unique Abasan Pvt. Ltd. was the owner of all that piece or parcel of raiyati vacant land measuring 22 Kathas 3 Chattaks, recorded in R.S. Khatian No. 61/2 & 61/1, comprised in part of R.S. Plot no. 561 and 562, Mouza - Mandlaguri, Touzi No. 91, J.L. No. 107, Pargana - Baikunthapur, P.O. & P.S. Pradhan Nagar (then Matigara), District Darjeeling by Purchaser from Sri Ashoke Kumar Agarwala and Sri Anand Kumar Agarwala, both S/o. Sri Dewaki Nandan Agarwal of K.C. Dey Road, Siliguri, Dist. Darjeeling and Sri Satyendra Kumar Agarwala and Sri Rajendra Kumar Agarwala both sons of Late Phool Chand Agarwala, of Layak

Sri Ashok Kumar Agarwala

Anand Kumar Agarwala

Nandan Kumar Agarwala

[Signature]

Bhawan, Boring Cannal Road, P.S. Buddha Colony, Dist. Patna therein referred to as the Confirming Parties of the Third Part; vide sale deed no I-338 dt.19/09/2005, registered at the Office of the A.D.S.R., Siliguri-II at Bagdogra, Dist: Darjeeling, recorded in Book No. I, Volume No. 9, page from 181 to 194, being document no. 338 for the year 2006 having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS M/s.Unique Abasan Pvt. Ltd. was the owner of all that piece or parcel of raiyati vacant land measuring 7 Kathas 8 Chattaks, recorded in R.S. Khatian No. 61/1, comprised in part of R.S. Plot no. 562, Mouza - Mandlaguri, J.L. No. 107, Pargana Baikunthapur, P.O. & P.S. Pradhan Nagar, District Darjeeling by purchase from Sri Anand Kumar Agarwala, S/o. Sri Dewki Nandan Agarwala, of K.C. Dey Road, Hill Cart Road, P.O. & P.S. Siliguri, Dist: Darjeeling, vide Sale Deed No. I-339 dt.19/09/2005 registered at the Office of the A.D.S.R, Siliguri-II at Bagdogra, recorded in Book No. I, Volume No. 9, page from 195 to 202, being document no. 339 for the year 2006 having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS Unique Abasan Pvt. Ltd. became the sole and absolute owner in possession of all that the pieces and parcels of land measuring 0.4948 acres or 29 Kathas 11 Chattaks recorded in Khatian No. 61/2 & 61/1, comprised in part of R.S. Plot no. 561 and 562, Mouza - Mandlaguri, J.L. No. 107, Pargana - Baikunthapur, P.O. & P.S. Pradhan Nagar, District Darjeeling having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS Sri Ashok Kumar Agarwala and Sri Anand Kumar Agarwala jointly became the sole and absolute owners in possession of all that the piece and parcels of land measuring 1.015 acre, recorded in R.S. Khatian No. 61/2 & 61/1, comprised in part of R.S. Plot no. 561 & 562, Mouza - Mandlaguri, Touzi No. 91, J.L. No. 107 (then 110), Pargana - Baikunthapur (then Patharghata), P.O. & P.S. Pradhan Nagar, S.R.O. Siliguri, District Darjeeling having sole marketable and transferable right, title and interest thereon free from all encumbrances whatsoever.

AND WHEREAS the abovenamed vendors of these presents, they mutated their names in the Record of Rights vide Mutation Case No. 180/IX-II/06, 183/IX-II/06,

Arundhanee Aggarwal

Arundhanee Aggarwal

Mandir w Mandir

Arundhanee

780/IX-II/06 at the office of the B.L. & L.R.O. Siliguri, Dist. Darjeeling in respect of the said land measuring 0.54, 0.59 & 0.49 acres respectively of Mouza - Mandlaguri.

AND WHEREAS the abovenamed vendors are the absolute owners of all that the pieces and parcels of total land measuring 1.51 acres (0.4948 + 1.015) acres out of which an area of 0.221 acre or part thereof were acquired by Government for Highways in the past and as such remaining land measuring 1.29 acres (more fully described in the "SCHEDULE A" hereunder written and hereinafter referred to as the "said PROPERTY/PREMISES") the First Party/Vendors have agreed to develop and having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS to put their contemplation and scheme into action the above named vendors entered into partnership with one existing partnership firm under the trade name and style of M/s Advanced Developers to construct the said building according to the plan approved by the Siliguri Municipal Corporation vide plan No. 936dt.26/12/2013 and already construction is under progress of the 2 (two) buildings/ Blocks which are to be known as Block Harmony & Repose.

AND WHEREAS the Third Party/Developer above named is in the process of construction of the said multistoried Housing Complex on the First Schedule land and to assign it and identify has named the Housing Complex as "SERENITY"

AND WHEREAS the vendor/ Developer has now firmly and finally decided to sell and has offered for sale to the purchaser a flat being No. at th floor measuring about sq. ft. at Block " the measurement of which includes common proportionate area, more particularly described in the Schedule B given hereinbelow.

AND WHEREAS the purchaser being in need of a flat in ownership alongwith no car parking area in the locality where the construction work of aforesaid building is going on and after inspecting the documents of title of Vendors to the said land and considering the price so offered by the Vendors/ Developers as fair and reasonable has agreed to purchase from the Vendors/ Developer the said flat, more particularly described in the schedule 'B' given herein

Anuradha Aggarwal

Anand Kumar Aggarwal

Marek or Marek

10/10/10

under free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the said flat for a valuable consideration of **Rs. only with right to park one car for a further consideration of Rs.**

Only AND WHEREAS the Vendors also request the Purchaser/s to make the payment to the Developer and whereas the parties hereto have agreed to execute in writing the terms and conditions of the agreement to avoid any further dispute and/or misunderstandings.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. THAT the vendor hereby agrees to sell and transfer unto the purchaser the Schedule 'B' property and the purchaser hereby agrees to purchase the same for a valuable consideration of **only** alongwith the amount of Goods & Service Tax as may be applicable at the relevant time.
2. That in pursuance of the aforesaid offer, acceptance and agreement the purchaser has this day paid a sum of Rs -101000(One lac one thousand) only including Goods & Service Tax Amount of Rs. **Only as** earnest/baina/booking amount money the receipt of which the vendor does hereby acknowledge by execution of these presents.
3. That the balance amount of Rs -
only shall be paid as follows:-

a. Within 30 days of Booking (minus booking amount)	20%
b. At the time of Excavation	10%
c. On Completion of Basement Roof	10%
d. On Completion of Second Floor Roof	10%
e. On Completion of Fourth Floor Roof	10%
f. On Completion of Sixth Floor Roof	10%
g. On Completion of Eighth Floor Roof	10%
h. On Completion of Top Floor Roof	10%
i. On completion of Flooring	5%
j. At the Time of Possession	5% + Other Charges

That without prejudice to other clauses of these present the purchaser shall be liable to pay interest @ 18% p.a. for any delay in making the payment as stipulated above.

Anand Kumar Aggarwal

Anand Kumar Aggarwal

March 14, 2014

Handwritten signature

4. That the vendor shall handover the schedule – B property to the purchaser after completion which shall be completed within 36 months and the registration of the same shall be executed by the vendor in favor of the purchaser simultaneously after receiving full and final payment, alongwith the Goods & Service Tax as may be applicable at the relevant time.
5. That the purchaser 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 from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
6. That if the vendor/developer avoids, neglects and/ or fails to perform the acts as stipulated and register the necessary sale Deed in favor of the purchaser and/or his/her nominee/s with respect to the Schedule 'B' property, then the purchaser shall be entitled to execute and register necessary legal Sale Deed through the process of law and the vendor/developer shall be liable for the entire cost of the suit.
7. That the vendor covenants that the property hereby agreed to be conveyed in favor of the purchaser and/or his/her/their nominees will be free from all encumbrances whatsoever and in the event of any contrary the vendor shall be liable to make good the loss or injury which the purchaser/s may suffer or sustain in consequence thereof.
8. That the vendor 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 purchaser to the property to be conveyed at the cost of purchaser.
9. That the registration expenses will be borne by the purchaser and the registration of the Deed of Conveyance will be made by the Advocate appointed by the Developer.
10. That after execution of the conveyance deed with respect to the Schedule 'B' property in favor of the purchaser, he/she/they shall have the right to get his/her/their names mutated with respect to the said schedule – B property at SMC and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
11. That after execution of the conveyance deed with respect to the Schedule- B property in favor of the purchaser, he/she/they shall have the right to sell, gift, mortgage transfer otherwise of the Schedule – B property or let-out or lease-out the property to whomsoever.

Anurag Kumar Agarwal

Anand Kumar Agarwal

Umesh Agarwal

Umesh

2. That the measurement of the said flat hereby agreed to be transferred is determined at - sq. ft. including the common proportionate area, which is fixed at 20 % of the total area offered i.e. sq. ft. in case of deviation in the measurement of the aforesaid flat the value of the flat shall accordingly be adjusted at the rate specified hereinabove.
13. That the purchaser shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/ occupants of the said building.
14. That the purchaser shall make own independent electric connection from W.B.S.E.D.C.L at his/her/their own cost. The Developer shall provide for Electrical infrastructure, Power back-up, Fire apparatus installation charges & water connection and the purchaser shall make an additional payment of Rs. only to the vendor as cost of creation of such infrastructure.
15. That in case of default in payment of balance amount within the stipulated period as aforesaid or non observance and compliance of any of the terms and conditions hereof the vendor shall be at liberty to terminate this agreement and forfeit the paid amount and shall be at liberty to dispose of the said flat in such manner and to such person as they may think fit and the purchaser shall not be entitled to question or dispute such sale by the vendor on any ground whatsoever or claim any amount whatsoever on this account.
16. That the purchase shall deposit further Interest Free security money of Rs. 25,000/- (Rupees twenty five thousand) only towards the maintenance charges of the flat hereby agreed to be sold, at the time of registration/possession or handing over the flat whichever is earlier.

That the maintenance charge will be applicable from the date of registration and/or handover of the flat, whichever is earlier as decided from time to time, till the time an executive body or any other authority of the apartment is formed to take care of the common maintenance of the building.

That if there remains any balance with the vendor/developer on account of maintenance at the time of handing over charge of maintenance of the building to the owners/ occupants of the building, then the balance amount will be handed over to the ad-hoc committee/ association of the owners of the complex in the name of the purchaser.

Anshu Kumar Agarwal

Anand Kumar Agarwal

Warren & Grant

1

17. That the finishing of the flat hereby agreed to be transferred will be as per Schedule - C annexed herewith

18. That all expenses relating to transfer of flat in favor of the purchaser shall be borne by the purchaser. The purchaser shall make a payment of Rs. 20,000/- (Rupees Twenty Thousand) only to the vendor as cost of legal service charges separately at the time of possession.

19. That the purchaser/s shall be liable to make the payment of Goods & Service Tax, as may be applicable at relevant time, on the schedule - B property to the vendor before execution of deed of conveyance in favor of the purchaser/s or handing over possession of the schedule - B property or at such earlier time as may be requested by the Goods & Service Tax Rules.

SCHEDULE OF THE LAND -A

ALL THAT THE pieces or parcels of land measuring 1.29 acres recorded in Khatian No. 61/2 & 61/1, comprised in part of R.S. Plot No. 561 an area of 0.70 acres and R.S. Plot No. 562 an area of 0.59 acres, situated at Mouza Mandlaguri, Pargana Baikunthapur, J.L. no. 107, P.O & P.S. Pradhan Nagar, within S.M.C. Ward No. 45 District - Darjeeling, West Bengal.

The land is butted and bounded as follows: -

By North : 200 feet wide road (N.H. 31);
By South : 23 feet wide road (S.M.C. Road).
By East : Land of Sri J.C. Sinha.
By West : Land of Sri Dewki Nandan Agarwala and Sri Prem Swarup Agarwala

SCHEDULE B

(Description of a residential flat premises)

ALL THAT PIECE OR PARCEL of one unit of residential flat premises measuring Sq. ft. (inclusive of super-built-up are) being flat No. " " at th floor of Tower " " along with right to one car parking in the said building name 'Serenity' along with undivided proportionate right/share in the land in schedule-A on which the same stands situated at SMC Ward No.45, P.O. & P.S. Pradhan Nagar in the district of Darjeeling, West Bengal.

SCHEDULE C

(Specification for construction, fitting, fixtures of the said flat.)

1. Structure: Earthquake Resistant RCC Frame structure with infill brick walls.
2. Elevation: Skilled & quality craftsmanship to make the complex a symbol of class
3. Wall Finish Internal: Primer over plaster of paris
4. External: Painted in combination of Cladding & antifungal/textured paint.
5. Windows: Anodized aluminum sliding windows
6. Doors Frames: Wooden Frames
7. Shutters: Water resistant flush door
8. Kitchen Counter: Granite top with Stainless Steel Sink
9. Kitchen Walls: Dado of Ceramic Tiles up to 2 feet above counter.
10. Toilets Walls: Standard Ceramic Tiles up to door height.
11. Fittings: C.P. Fittings of reputed brand with hot & cold line
12. Sanitary: Vitrified sanitary - ware & E.W.C. of reputed brand.

Flooring - Bed Room, Drawing, Dinning & Balcony: Vitrified Tiles.

-Toilets & Kitchen: Heavy duty mat finish ceramic tiles

13. Electricals: Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points, TV & Telephone sockets in drawing / dining & master bed rooms. A.C. points in master bed room. Protective M.C.B's & elegant modular switches.

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES:

1.

EXECUTANTS

Anand Kumar Aggarwal
Anand Kumar Aggarwal
Anand Kumar Aggarwal

(VENDOR)

2.

(PURCHASER)

[Handwritten Signature]

(DEVELOPER)