

As Constituted Attorney of
1. Prakash Distillery & Chemical
Co. Pvt. Ltd.
2. Bhojnarain Tea Co. Ltd
3. Canon Paper Industries Pvt. Ltd.
4. Sahaji Finance Pvt. Ltd.

Shanti Developers
Represented by its Partners

Vedanta Niketan Pvt. Ltd.

Director

Radiant Nirman Pvt. Ltd.

Director

Smt Nilam Agarwal

Smt Ranjana Agarwal

Sri Anuj Kumar Singhal

Smt Rinal Singhal
Partners

DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
2020 (TWO THOUSAND AND TWENTY),

Cont.....P/2

SHANTI DEVELOPERS

Rajima Agarwal
PARTNER

As Constituted Attorney of
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Smt Rinaal Singhal
Partners

DEED OF ABSOLUTE SALE OF RESIDENTIAL FLAT PREMISES ON OWNERSHIP BASIS AT ANANDVILLE.

One Residential Flat Premises being **FLAT NO.** _____, having a Carpet Area _____ **Sq.Ft.** as per HIRA ACT (Housing Industry Regulatory Act) and a built-up area of _____ **Sq.Ft.** corresponding to a Super built-up area of _____ **Sq.Ft.** at _____ **FLOOR** of **BLOCK** - _____ of the Complex named and designed as **ANANDVILLE** together with One **Covered** parking space (measuring more or less about _____ **SQ.FT.**) at the **Basement/Ground Floor** of the complex with an impartible right/share in the land on which the same stands.

CONSIDERATION : Rs. _____/-

LAND AREA ON WHICH THE HOUSING COMPLEX STANDS : 677 DECIMAL

R.S. PLOT NO. : 312

L.R. PLOT NO. : 424, 425, 426, 427, 428 & 429

R.S. KHATIAN NO. : 6/1

L.R. KHATIAN NO. : 75, 2562, 2563, 2565 & 2566

J.L. NO. : 82

MOUZA : BARAGHORIA

P.S. : MATIGARA

DISTRICT : DARJEELING

WITHIN THE AREA OF GRAM PANCHAYAT

As Constituted Attorney of
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Smt Rinal Singhal
Partners

BETWEEN

1. _____ (PAN:- _____) S/o _____,
2. _____ (PAN:- _____) S/o _____,

Both are _____ by religion, Indian by Nationality, _____ by Occupation, resident
_____, P.O. _____, P.S.
_____, District- _____ in the State of _____ --- hereinafter jointly and
collectively called **PURCHASERS/ FIRST PARTY/ BUYER** (which expression shall
mean and include unless excluded by or repugnant to the context _____ heirs, executors,
successors, administrators, representatives and assigns) of the **FIRST PART**.

AND

1. PRAKASH DISTILLERY & CHEMICAL COMPANY PRIVATE LIMITED (PAN: AABCP8268M), a Private Limited Company registered under the Companies Act, 1956 bearing certificate of Incorporation No. U15520WB1971PTC028012 Dated 22.06.1971 having its registered office at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar, District-Jalpaiguri in the State of West Bengal.

2. BHOJNARAIN TEA COMPANY LIMITED (PAN: AABCB2967M), a Limited Company registered under the Companies Act, 1956 bearing certificate of Incorporation No. U01132WB1925PTC005108 Dated 28.07.1925 having its registered office at Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District-Darjeeling, in the State of West Bengal.

3. CANON PAPER INDUSTRIES PRIVATE LIMITED (PAN: AABCC5922B), a Private Limited Company registered under the Companies Act, 1956 bearing certificate of Incorporation No. U21099WB1996PTC081911 Dated 01.11.1996 having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal.

4. SAHAJI FINANCE PRIVATE LIMITED (PAN: AAICS4808F), a Private Limited Company registered under the Companies Act, 1956 bearing certificate of Incorporation No. U65921WB1989PTC047195 Dated 07.07.1989 having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal.

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Smt Rinal Singhal
Partners

No.1 represented by one of its Director **SRI BIJAY SAHA**, No.2 represented by one of its Director **SRI PRASENJIT SAHA**, No.3 represented by one of its Director **SRI AJIT SAHA**, No.4 represented by one of its Director **SRI GOUTAM SAHA**, all the aforesaid directors are full blood brothers and S/o Late Prakash Chandra Saha, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of C/o Hotel Prakash, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter jointly and Collectively called the **SECOND PARTY/SELLERS/VENDORS** (which expression shall mean and include unless excluded by or repugnant to the context its director, successors in office, legal representatives, administrators and assigns) of the **SECOND PART**. Vendors hereof are represented by their Constituted Attorney **SMT RANJANA AGARWAL [PAN: ALSPA4933B]** W/o Ajay Agarwal, No. 3 and 4 are Hindu by Religion, Indian by Nationality, Housewife by Occupation, Resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri, appointed by virtue of General Power Of Attorney registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. IV, CD Volume No. _____, Pages from _____ to _____, being document No. _____ for the year _____.

A N D

SHANTI DEVELOPERS [PAN: ACSFS7828Q] a Partnership Firm having its office at 1st Floor, Kapil Center, 2nd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called the **DEVELOPER/THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its partners, successors in office, executors, legal representatives, administrators and assigns) of the **THIRD PART**, represented by Six of its Partners duly authorized for this purpose:

1. PRM REAL ESTATE PVT LTD. (PAN: AACCV4148F) (formerly known as **VEDANTA NIKETAN PVT. LTD.**) A Private Limited Company incorporated under the provision of Companies Act 1956 bearing certificate of Incorporation No. U70101WB2007PTC112485 Dated 10.01.2007 having its Registered office at 1st Floor, Kapil Center, 2nd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri, represented by one of its Director duly authorized for this purpose **SRI PREM KUMAR AGARWAL** S/o Late Gangadhar Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri in the State of West Bengal.

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Director

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Smt Ranjana Agarwal

Sri Anuj Kumar Singhal

Smt Rinal Singhal
Partners

2. RADIANT NIRMAN PVT. LTD. (PAN: AADCR2251G) A Private Limited Company incorporated under the provision of Companies Act 1956 bearing certificate of Incorporation No. U45400WB2004PTC098038 Dated 09.03.2004 having its Registered office at 1st Floor, Kapil Centre, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri, represented by one of its Director duly authorized for this purpose **SRI AJAY AGARWAL** S/o Late Gangadhar Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.

3. SMT NILAM AGARWAL [PAN: AUXPA2676B] W/o Prem Kumar Agarwal,

4. SMT RANJANA AGARWAL [PAN: ALSPA4933B] W/o Ajay Agarwal,

No. 3 and 4 are Hindu by Religion, Indian by Nationality, Housewife by Occupation, Resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.

5. SRI ANUJ KUMAR SINGHAL [PAN: DUEPS7985B] S/o Anil Kumar Singhal,

6. SMT RINAL SINGHAL [PAN: BWQPK5345F] W/o Sri Ankit Kumar Singhal, D/o Manoj Kedia,

No. 5 and 6 are Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Flat No. A, 1st Floor, Diamond Tower, North City, 2½ Mile, Sevoke Road, Siliguri-734001, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri.

WHEREAS the Vendor No.1 hereof **PRAKASH DISTILLARY & CHEMICAL COMPANY PVT. LTD.** acquired piece and parcel of land measuring 6 Acres 82 Decimals appertaining to and forming part of R.S. Plot No. 312 recorded in R.S. Khatian No. 6/1 of Mouza – Baroghoria by virtue of a deed of conveyance, executed by **KANANBALA SAHA** and registered at the office of the Sub Registrar, Siliguri and recorded in Book No. I, being document No. 5283 for the year 1974.

AND WHEREAS during the survey operation under the W.B.L.R. Act, land measuring 6.77 Acres is recorded in the name of First Party No.1 in L.R. Khatian No. 75 in following manner

L.R. PLOT NO.	AREA
424	0.05 Acres
425	2.12 Acres
426	0.05 Acres
427	2.16 Acres
428	2.35 Acres
429	<u>0.04 Acres</u>
TOTAL	<u>6.77 Acres</u>

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AND WHEREAS possessing and acquiring the said landed property the Vendor No. 1 hereof has converted the classification of the said land to BASTU (Housing Complex) at the office of the D.L. & L.R.O. Darjeeling and the same is done vide order No. 162/DL & LRO/DJ/13 dated 22/7/2013 of DL & LRO Darjeeling.

AND WHEREAS the directors and share holders of the Vendors hereof namely **1.SRI PROSENJIT SAHA, 2.SRI AJIT SAHA, 3.SRI BIJOY SAHA AND 4.SRI GOUTAM SAHA** are full blood brothers having joint ownership, control and management in various business and properties most of which were established/purchased by their late father including four companies **1.PRAKASH DISTILLERY & CHEMICALS CO. LTD.** (VENDOR NO. 1 HEREOF), **2.BHOJNARAIN TEA CO. LTD.** (VENDOR NO. 2 HEREOF) **3.CANON PAPER INDUSTRIES PVT. LTD.** (VENDOR NO. 3 HEREOF), **4.SHAJI FINANCE PVT. LTD.** (VENDOR NO. 4 HEREOF).

AND WHEREAS the said four brothers along with their family members and relatives as also their late parents were/are the shareholders of the aforesaid companies.

AND WHEREAS after the demise of their father some misunderstanding arose between the aforesaid four brothers over a period of time with regard to the control and management of the affairs of the said four companies.

AND WHEREAS to settle the misunderstandings and for a secure management of affairs between the parties, the aforesaid four brothers approached the arbitrary authority to clearly define their individual stake through an arbitration proceeding. Accordingly, the aforesaid four brothers entered into an arbitration agreement dated 18th April 2012 and unanimously appointed **MR. DEBASHIS KUNDU** (Senior Advocate of Calcutta High Court) as sole arbitrator.

AND WHEREAS in the arbitration hearing the said four brothers had represented their respective family members/relatives and after rounds of hearing, arbitration award was finally awarded on 09/09/2014, in terms of the said award the Vendor No. 1 had to transfer major portion of land from its aforesaid landed property to and in favour of Vendor No. 2, 3 & 4 and the same is done in the following manner in order to effectuate the award:

1. Vendor No. 2 **BHOJNARAIN TEA COMPANY LIMITED** acquired piece and parcel of land 71.7 Decimals appertaining to and forming part of R.S. Plot No. 312 corresponding to L.R. Plot No. 425, 428 and 429 recorded in R.S. Khatian No. 6/1 corresponding to L.R. Khatian No. 75 of Mouza-Baragharria in the District of Darjeeling by virtue of a deed of Conveyance executed by **PRAKASH DISTILLERY & CHEMICAL COMPANY PVT LTD.** (Vendor No. 1 hereof) and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. 1, Volume No. 0403-2016, Pages from 14482 to 14511 being document No. 040300604 for the year 2016.

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Smt Ranjana Agarwal

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Smt Rinal Singhal
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2. Vendor No. 3 **CANON PAPER INDUSTRIES PRIVATE LIMITED** acquired piece and parcel of land 237 Decimals appertaining to and forming part of R.S. Plot No. 312 corresponding to L.R. Plot No. 425, 426, 427 and 428 recorded in R.S. Khatian No. 6/1 corresponding to L.R. Khatian No. 75 of Mouza-Baragharria in the District of Darjeeling by virtue of two Deeds of Conveyance executed by **PRAKASH DISTILLERY & CHEMICAL COMPANY PVT LTD** (Vendor No. 1) and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and
- recorded in Book No. I, Volume No. 0403-2016, Pages from 14715 to 14744, being document No. 040300694 for the year 2016.
 - recorded in Book No. I, Volume No. 0403-2016, Pages from 25552 to 25583, being document No. 040301220 for the year 2016.
3. Vendor No. 4 **SAHAJI FINANCE PRIVATE LIMITED** acquired piece and parcel of land measuring 248.6 Decimals appertaining to and forming part of R.S. Plot No. 312 corresponding to L.R. Plot No. 425 & 428 recorded in R.S. Khatian No. 6/1 corresponding to L.R. Khatian No. 75 of Mouza-Baragharria in the District of Darjeeling by virtue of two Deeds of Conveyance executed by **PRAKASH DISTILLERY & CHEMICAL COMPANY PVT LTD** (Vendor No. 1) and registered at the office of the Additional District Sub-Registrar, Siliguri – II at Bagdogra and
- recorded in Book No. I, Volume No. 0403-2016, Pages from 32892 to 32920, being document No. 040300695 for the year 2016.
 - recorded in Book No. I, Volume No. 0403-2016, Pages from 17729 to 17758, being document No. 040300794 for the year 2016.

AND WHEREAS complying with the said arbitral award and after making the aforesaid transfers the **PRAKASH DISTILLERY & CHEMICAL COMPANY PVT LTD** (Vendor No.1) is in possession of all that piece and parcel of land measuring 119.7 (i.e. 677 – 71.7 – 237 – 248.6 = 119.7) decimals.

AND WHEREAS in the manner aforesaid the Second Party hereof become sole, absolute and exclusive owner of Land measuring 677 (Six Seven Seven) Decimal appertaining to and forming part of R.S. Plot No. 312 corresponding to L.R. Plot No. 424, 425, 426, 427, 428 & 429, recorded in R.S. Khatian No. 6/1 corresponding to L.R. Khatian No. 75, 2562, 2563, 2565 & 2566 of Mouza – Baraghorria, J.L. No. 82 situates within Pargana – Patharghata, P.S. Matigara in the District of Darjeeling having permanent, heritable and transferable right, title and interest in the said land.

AND WHEREAS the Second Party above named being desirous of constructing a Residential/Commercial complex on the aforesaid land but not being in a position to put their contemplation and scheme into action due to lack of experience and time, were in search of a reputed developer who could construct the residential complex as per the specification and requirement of the Second Party for mutual benefit.

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AND WHEREAS in the mean time, the Third Party hereof **SHANTI DEVELOPERS** was looking for a suitable piece and parcel of land to exploit its expertise in the field of construction, development and sale of Residential/Commercial Premises.

AND WHEREAS the Second Party approached Third Party to take up their land as more fully mentioned in Schedule "A" below for the purpose of construction of a multistoried residential complex and accordingly the Second Parties hereof **PRAKASH DISTILLERY & CHEMICALS CO. LTD., BHOJNARAIN TEA CO. LTD., CANON PAPER INDUSTRIES PVT. LTD. & SAHAJI FINANCE PVT. LTD.** and the Third Party hereof **SHANTI DEVELOPERS** entered into a development agreement on such terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 0403-2016, pages 147057 to 147128, being Document No. 040307078 for the year 2016.

AND WHEREAS the Third Party thereof decided to construct a Residential/Commercial Complex comprising on **Schedule – "A"** land according to the Building Plan prepared which was approved by Patharghata Gram Panchayat vide order No. 17/Path/MPS/Planning dated 10.12.2019 for Basement + 13 (i.e. G+B+13) Storied multistoried building.

AND WHEREAS the Third Party above named had completed the construction of the said multistoried Residential/Commercial complex and to assign and identify has named the residential complex as "**ANANDVILLE**".

AND WHEREAS the Second and Third Party have formulated a scheme for selling apartment/Unit/Premises and to enable different person(s) /party(s) intending to have own flat/unit/Parking premises/Store for house hold goods in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **Schedule-A** below, the proportioned share or interest in the **Schedule-A** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area of the Complex.

AND WHEREAS the Second Party hereof offered intended buyers to apply for purchase of their flats and the First Party being intended to purchase the "**B**" Scheduled property offered the Second & Third Party to purchase the said "**B**" Schedule Property in the said Complex named "**ANANDVILLE**" for a valuable consideration as fully described in the Schedule "**E**" below.

AND WHEREAS the Second Party hereof being satisfied with the offer of the First Party allotted the "**B**" Scheduled Premises to the First Party and an Agreement to Sale was executed among the parties hereto in this behalf on _____ for a valuable consideration as fully described in the Schedule "**E**" below.

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AND WHEREAS the First Party after inspecting the documents of title of Second Party of the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building/Complex till date and considering the price so offered by the Second Party as reasonable, has hereof made full and final payment to the Second Party for said property as more fully and particularly described in Schedule "B" given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building/Complex free from all encumbrances, charges, liens, lispendense, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule "B" property for a valuable consideration as described in Schedule "E" below.

AND WHEREAS the Second Party (being the owners) and the Third Party (being the Developer) agreed to execute this Deed of Conveyance in respect of Schedule "B" property in favour of the First Party for effectually conveying the right, title and interest in the Schedule "B" property for a valuable consideration as described in Schedule "E" below.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. THAT for valuable consideration of Rs. _____/- (Rupees _____) only in the manner as more fully described in Schedule "E" below paid by the First Party to the Second Party, the receipt of which is acknowledged by the Second Party by execution of these presents and grants full discharge to the First Party from the payment thereof and the Second Party do hereby convey and transfer absolutely the Schedule "B" property to the First Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **SATISFACTION OF BUYER:** THAT the First Party have examined and inspected the Documents of title of the Second Party and verifying the site Plan, Building Plan, Foundation Plan, Structural Details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation, details of staircase as well as the common portions and areas and the Common Provision and utilities and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has satisfied himself /herself /themselves /itself about the standard of construction thereof including that of the Schedule "B" property purchased by the First Party and shall have no claim whatsoever as to construction plan quality of materials used or standard of workmanship in the construction, thereof including foundation of the building and development, installations, erections and construction of the COMMON PROVISION AND UTILITIES as more fully described in the Schedule "D" below.

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3. **MEASUREMENT: THAT** The measurement of the Said Flat as mentioned in this Deed is the final measurement of the Said Flat which has been certified by **Sri Sohan Nilkanth of Messieurs INSCAPE of Ahmedabad (Architect)** which has been verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built up area.

4. **CREATION OF RIGHTS: THAT** the First Party shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Second and Third Party or anybody claiming through or under them and all rights, title and interest which are vested in the Second and Third Party with respect to the Schedule "B" property and shall henceforth vest in the First Party to whom said property has/have been conveyed absolutely.

5. **SAID PARKING SPACE AND TERMS OF ALLOTMENT: THAT** as per mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer at the discretion of the Third Party by an allotment letter to be issued by the third party on this behalf in favor of the buyer (2) if covered and for car, may be in the Basement/Ground Floor as the case may be of any building in the Said Complex, in any of the Said Complex as be decided by the Developer in its sole discretion and if open and for car, at any place in the ground level of the Said Property as may be decided by the Developer in its sole discretion (3) may be independent (having direct access) from driveway or dependent (not having direct access from driveway) as be decided by the Developer in its sole discretion (4) if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer in its sole discretion. It is clarified that (1) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Buyer and not for any other purposes and (2) the Buyer will have exclusive right to park in the Said Parking Space.

6. **RIGHT AGAINST ENCROACHMENT: THAT** the First Party shall not encroach upon any portion of land or buildings carved out by the Second and Third Party for the purpose of the road, landings stairs, passages, corridors, etc or other community purposes and in the event of encroachment, the Third Party 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 First Party shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

7. **NO-PREEMPTION:** Under the doctrine of preemption, which is based on the Supremacy Clause, certain rights of buyer are created by such preemption, however such rights of preemption are hereof abolished vide this clause for the purpose of this indenture and project.

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8. **PRESERVATION OF COMMON AREA:** THAT the First Party further covenants with the Second and Third Party not to injure harm or cause damage to any part of the building including common portions and areas as well the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or otherwise in any manner whatsoever and in the event of contrary the First Party shall be fully responsible for it. The Second and Third Party shall not be held responsible in any manner whatsoever for the same.

9. **EXCLUSIVE FOR RESIDENTIAL PURPOSE:** THAT the First Party hereby covenants with the Second & Third Party not to dismantle the Schedule "B" property and part thereof hereby sold and conveyed in favour of the First Party and the same shall be held by the First Party exclusively for residential purposes.

10. **ALTERATION:** THAT the First Party shall not make any such addition or alteration in the Apartment as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and to cause any structural damage or encroachment on the structure of the building(s) in the complex.

11. **SUB DIVIDE OR DEMOLISH:** That the First Party have agreed that he/she/they/it shall not sub-divide or demolish any structure of the schedule "B" property and the complex as a whole without the prior approval and consent of the Third Party and/or the local authority, if required. The First Party, however, undertakes that he/she/they/it shall not divide/sub-divide the schedule "B" property in any manner. The First Party shall also not change the colour and facade of outer walls of his/her/their/its Apartment/s.

12. **RESTRICTION ON DISPLAY OF BOARDS:** That the First Party shall not display any names, address, signboard, advertisement, materials, etc. on the external facade of the Apartment/Tower/Block and also the complex.

13. **DECLARATION OF SECOND AND THIRD PARTY:** THAT the Second and Third Party declares that the interest which they professes to transfer hereof subsists as on the date of these presents and that the Second and Third Party have not previously transferred, mortgaged, contracted for sale or otherwise said below schedule "B" property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary the Second and Third Party shall be liable to make good the loss or injury which the First Party may suffer or sustain there from and also be liable to compensate the First Party for the same.

14. **COVENANT TO FIRST PARTY:** THAT the Second and Third Party further covenants with the First Party that if for any defect of title or for act done or suffered to be done by the Second and/or Third Party, the First Party is deprived of ownership or of possession of the said property described in the Schedule "B" below or any part thereof in future, then the Second and Third Party shall return to the First Party the full or proportionate part of the consideration money as the case may be.

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3. Canon Paper Industries Pvt. Ltd.
4. Sahaji Finance Pvt. Ltd.

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Director

Radiant Nirman Pvt. Ltd.

Director

Smt Nilam Agarwal

Smt Ranjana Agarwal

Sri Anuj Kumar Singhal

Smt Rinal Singhal
Partners

15. **TENANCY RIGHT:** THAT the Second Party do hereby covenants with the First Party that the tenancy rights under which Schedule "A" property is held by the Second Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Second Party proposes to transfer subsists and the Second Party have full right and authority in Schedule "B" property to transfer the undivided right in the land to the First Party in the manner as aforesaid and the First Party shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

16. **NO HINDRANCE FROM FIRST PARTY:** THAT the First Party shall not do any act, deed or thing whereby the development/construction of the said building/Complex is in any way hindered or impeded with nor shall prevent the Second and Third Party from selling their respective allocation, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

17. **PAYMENT ACKNOWLEDGEMENT:** THAT full consideration of Rs. _____/- (Rupees _____) only has been made and the Second Party and The Third Party hereby acknowledge the receipt of the full and final payment of consideration amount. The Consideration amount shall include all the followings:

16.1 Special Amenities/Facilities: providing any special amenities/ facilities in the Common Portions (save and except those described in the **D Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building/Complex, proportionately.

16.2 Electricity: obtaining HT/LT electricity supply from the supply agency, & Generator & Water charges, with applicable Goods & Service Tax based on the super built-up area of Said Flat. However, this price does not include charges applicable for Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned other clauses.

16.3 Electricity Meter for Common Portions: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

16.4 Betterment Fees: betterment or other levies as has been charged/ imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.

16.5 Taxes: GST Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat.

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16.6 Legal Fees, Stamp Duty and Registration Costs: Fees of Advocates (Legal Advisors), who have drawn this Deed and all further documents (for registration). However, Stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Buyer in separate.

16.7 Common Expenses/Maintenance Charges and Rates & Taxes: Common expenses/maintenance charges described in the **C Schedule** below (**Common Expenses/Maintenance Charges**), proportionately from the Date of Possession shall be deemed to be the date on which the possession has been handed over to the Buyer). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the components of the Common Portions. It is clarified that (1) the Said Complex shall be maintained from the date of Possession by the Third Party as per the initial terms of the Agreement and thereafter through the Association (formed by the residents/owners of the apartment) and (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**). It is clarified that no Common Expenses/ Maintenance Charges shall be payable by the Developer towards the unsold flats of the Said Complex.

18. **COMMON EXPENSES:** All expenses of common nature more specifically defined in **Schedule C** shall be borne by the Owners of the Flat. Also, it has been agreed that common expenditure will be divided among the buyers only and no expenses will be borne by the Developer for unsold flats.

19. **HAND OVER OF POSSESSION:** Subject to other clauses, the Buyer shall be deemed to have been handed over the Possession of the **Schedule B** property.

20. **ELECTRICITY CONNECTION:** THAT the First Party have to obtain his/her/their/its own independent electric connection from the WBSEDCL for his/her/their/it electric requirement and the connection charges as well as the electric consumption bill will be paid by the First Party. The Second and Third Party shall not have any responsibility or any liability in this respect.

21. **CONTINUING CONSTRUCTION BY DEVELOPER:** The Developers shall continue construction, completion, up-gradation and beautification for finishing the Apartment and its common area, however the premises as mentioned in "**SCHEDULE B**" below, i.e. the Flat has been completed upto the satisfaction of the Buyer.

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22. **QUALITY, WORKMANSHIP AND ACCEPTANCE OF VARIATIONS ETC.:** The decision of the Architect regarding quality, workmanship and variations is final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect post the registration of these present, however the Third Party covenant that in no case there will be any alteration made to the building structure and/or the Scheduled B property and the Buyer hereby further agrees not to raise any objection to the Developer and/or the Architect making any other variations, modifications or alterations.

23. **COMPLETE SATISFACTION ON POSSESSION:** On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat.

24. **COMMENCEMENT OF OUTGOINGS:** From the Date Of Possession Notice, all outgoing in respect of the Said Flat And Appurtenances, including Rates & Taxes shall become payable by the Buyer, however Common Expenses/Maintenance Charges shall be initially borne by the Developer and thereafter all outgoing in this regards shall also be payable by the buyer.

25. **COMMON PORTIONS:** The developer shall maintain the Common Portion until Developer shall hand over management and upkeep of all Common Portions to the Association (the First Committee of which shall be nominated by the Developer) and for the formation of which the Buyer hereby grant a Specific Power of Attorney to the Developer.

26. **BUYER AWARE OF AND SATISFIED WITH COMMON PORTIONS AND SPECIFICATIONS:** The Buyer, is/are fully satisfied and have complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and acknowledges that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or any Block of the Said Complex **save and except** the Said Flat And Appurtenances.

27. **NO RIGHTS OF OR OBSTRUCTION BY BUYER:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this present and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same and/or any part thereof.

28. **NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION:** The Developer shall be entitled to make other constructions elsewhere on the Said Property/Said Phase/Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/ developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

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29. **VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS:** The Buyer fully comprehends and accepts that (1) the Land Share, the Share in Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently built/used area of the Said Building/Said Phase/Said Complex (2) if the area of the Said Building/Said Phase/Said Complex/Said Club is recomputed by the Developer, then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share in Common Portions and the share in the Said Club and (4) the Land Share, the Share In Common Portions and the share in the Said Club are not be divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer in future, in its absolute discretion.

30. **EXTENSION OF PROJECT:** If need be and situation persists, the developer/seller either jointly or severally or otherwise may extend the project onto a bigger project as deemed fit by the developer/seller and the proportion defined in clauses 27 & 28 shall be proportioned after inculcating such extensions and the Buyer hereof gives his/her/their/it's NOC in this regard.

31. **BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION:** The Buyer admits and accepts that the Buyer and other Future Buyers of Flats who may hereinafter acquire any unit in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof.

32. **OBLIGATIONS OF BUYER:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Developer/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Block, the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances from the date of Possession and further for the Common Portions and the Specified Facilities on pro-rata basis.

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- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided there-for, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, the Said Phase and outside walls of the Said Building **save** in the manner indicated by the Developer/the Association (upon formation). The Developer shall endeavor to provide conduits for T.V. cable line or DTH connection.
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building/Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building/Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same; in which case the out-door unit will be installed only on such ledge and at no other place.

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- (h) **No Sub-Division:** not to sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing of Name:** not to change/alter/modify the names of the Said Building and the Said Complex from that mentioned in the Developers brochure.
- (j) **No Nuisance and Disturbance:** not to use the Said Flat or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Facility Manager/ Association:** not to obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space hereby sold).
- (m) **No Obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.
- (n) **No Violating the Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing of Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities save at the places indicated there-for.
- (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.

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- (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.
- (r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not to install or keep or run any generator in the Said Flat and the Said Parking Space, if any or anywhere in the Complex.
- (u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Flat.
- (w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **Not to release pets:** not to release the pet animals living with the Buyer in the Said Flat in the Common Portions alone for any other purpose whatsoever.
- (y) **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyers address and telephone number.
- (z) **No Right in Other Areas:** **Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Phase/the Said Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Phase/the Said Property/the Said Complex or any extension initiated by the Developer/Seller.

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- (aa) **Roof Rights:** Top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof.

33. **OBLIGATION REGARDING TAXES:** In the event of the Developer being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Goods & Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer, having agreed to perform the obligations under this present, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Buyer upon levy.

34. **INTERIOR MAINTENANCE:** THAT the First Party shall carry out the maintenance and interiors of the Schedule "B" property at his/her/their/its own cost. The insurance of the Schedule "B" property as well as the interiors of the same shall be the responsibility of the First Party. The Second and Third Party shall not in any case be held liable and responsible for any damage or loss occurred on account of any act, deed, neglect or omission to do an act of the First Party from the date of this present.

35. **EXECUTION OF OTHER DOCUMENTS:** THAT the Second and Third Party 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 First Party to the property hereby conveyed at the cost of the First Party.

36. **MUTATION:** THAT the First Party shall have to get his/her/their/its name mutated with respect to the said Schedule "B" property at the office of B.L. & L.R.O, Matigara and panchayat and get numbered as a separate holding and shall pay Panchayat or Holding Taxes as may be levied upon his/her/their/its from time to time though the same has not yet been assessed.

37. **RIGHT TO SALE/OTHERWISE:** THAT the First Party 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, subject to the fact that no terms and condition of sale as per this deed is breached.

38. **USE OF PROPERTY:** THAT the First Party shall always use the schedule "B" property for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and assets of other occupants or the equipment in the Complex or use the schedule "B" property for any activity which may be immoral or illegal.

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39. **SAFETY AND SECURITY:** THAT security of the entire complex shall always be the sole responsibility of the First Party and other occupants of the complex.

40. **TAXES:** THAT the Second and Third Party will pay up to date municipal taxes, Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule – "B"** property. That the Second and Third Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **Schedule "B"** property except for unsold portion of the building which shall be borne by the Second and Third Party proportionately with all the purchaser/s unless separately levied upon and charged for.

41. **MAINTENANCE CHARGES:** THAT in case the First Party makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the **Schedule "C"** given hereunder) within 7th of every month to the Apartment Owners association, the First Party shall be liable to pay interest at the rate of 2% per month or part of a month Compoundable every month for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Association acting at the relevant time for any loss or damage suffered by the association in consequence thereof. The association if they so find it reasonable may restrain the First Party for using the common facilities of the complex for non-payment of maintenance fee.

42. **USE OF GENERATOR:** THAT it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flats of the building save the battery operated inverter.

43. **PARKING RIGHTS:** THAT the First Party shall not be entitled to park any vehicle in the others parking area, common area and passage within the complex except in the parking area provided to First Party if any by the Second & Third Party as more fully described in the schedule "B" Below.

44. **NO-RESTRICTION IN ALLOTMENT OF PARKING:** THAT the First Party shall have no objection if the Second Party, Third Party and/or other occupants of different Flats in another block or in the same block in the said complex use the parking facility in the block in which the First Party of these presents has purchased the **Schedule "B"** property, provided said facility has been allotted/sold by the Second and/or Third Party.

45. **USE OF UNALLOTTED PARKING:** THAT the Third Party shall use the remaining car parking area in any manner whatsoever (i.e. servant quarter, Open Parking and/or closed parking with shutter gate, etc.) if required to which the First Party shall have no objection.

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46. **ABIDE BY LAWS:** That the First Party shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the First Party, the same shall be paid and satisfied by the First Party.

47. **FUTURE LAWS: THAT** all taxes, levies, assessments, demands or charges levied or leviable in future on the land or building or any part of the complex shall be borne and paid by the First Party in proportion to the area of the Schedule "B" Property.

48. **ARBITRATION: THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the First Party and the Second and/or Third Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 as amended upto date and in case their decision is not acceptable the parties hereto shall have the right to move to Court at Darjeeling.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND ON WHICH "ANANDVILLE" STANDS)

All that piece and parcel of land measuring 677 (Six Seven Seven) Decimals appertaining to and forming part of R.S. Plot No. 312 (Three One Two) corresponding to L.R. Plot No. 424 (Four Two Four), 425 (Four Two Five), 426 (Four Two Six), 427 (Four Two Seven), 428 (Four Two Eight), 429 (Four Two Nine) recorded in R.S. Khatian No. 6/1 (Six by One) corresponding to L.R. Khatian No. 75 (Seven Five), 2562 (Two Five Six Two), 2563 (Two Five Six Three), 2565 (Two Five Six Five) & 2566 (Two Five Six Six) of Mouza-Baraghoria, J.L. No. 82 (Eight Two), Paragana-Patharghata in the District of Darjeeling.

The Residential Complex is butted & bounded as Follows:-

NORTH : NH - 55 (MEASURING ABOUT 60 FT WIDE ROAD),
SOUTH : LAND & HOUSE OF GOVINDA ROY, DARIK ROY, RAJU
CHOUDHARY & JITEN GUPTA & OTHERS & 3 METER WIDE ROAD,
EAST : DAGAPUR TEA GARDEN PRIMARY SCHOOL,
WEST : 4 METER WIDE ROAD,

As Constituted Attorney of
1. Prakash Distillery & Chemical
Co. Pvt. Ltd.
2. Bhojnarain Tea Co. Ltd
3. Canon Paper Industries Pvt. Ltd.
4. Sahaji Finance Pvt. Ltd.

Shanti Developers
Represented by its Partners

Vedanta Niketan Pvt. Ltd.

Director

Radiant Nirman Pvt. Ltd.

Director

Smt Nilam Agarwal

Smt Ranjana Agarwal

Sri Anuj Kumar Singhal

Smt Rinal Singhal
Partners

SCHEDULE 'B'
(DESCRIPTION OF PROPERTY HEREBY SOLD)

A residential flat premises having Tiles Flooring, being **FLAT NO.** _____, having a Carpet Area _____ **Sq.Ft.** as per HIRA ACT (Housing Industry Regulatory Act) and a built-up area of _____ **Sq.Ft.** corresponding to a Super built-up area of _____ **Sq.Ft.** at _____ **FLOOR** of **BLOCK** - _____ of the Complex named & designed as "ANANDVILLE" together with One **Covered** parking Space (measuring more or less about _____ **SQ.FT.**) to be allotted & identified by the Second and Third Party at Basement/Ground Floor of the complex with a proportionate right in the Schedule "A" land on which the apartment stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex.

SCHEDULE-C
COMMON EXPENSES

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/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits 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, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co owners in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
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.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

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SCHEDULE - D COMMON PROVISIONS AND UTILITIES

FACILITIES:-

Outdoor Kid's Area
Landscaped Garden
Administrative Room
Common Toilet on the Ground Floor
Driveways and Pathways
Boundary Wall
Badminton Court

AMENITIES:-

Deep Tube-well, Pump & Piping
Drainage System, Sewerage Treatment Plant
Generator for common area lighting and pre-determined load to the flats/units
Electric transformer, L.T./H.T. Lines, Cables.

CLUB HOUSE FACILITIES:-

Air-conditioned Community Hall
Indoor Games Room
Gymnasium
Swimming Pool and Deck
Yoga Room
Kids Activity Centre

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE - E CONSIDERATION FOR SCHEDULE "B" PROPERTY

Valuable monetary consideration for selling and transferring the Schedule "B" Property absolutely by the First Party to the Second & Third Party amounts to Rs. _____/- (Rupees _____) only, is paid and the same has been received exclusively by the Second Party for the transfer of The "B" schedule property.

Separate sheets are being used for the purpose of affixing impressions of fingers of both the hands of FIRST PARTY, SECOND PARTY AND THIRD PARTY.

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Director

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Sri Anuj Kumar Singhal

Smt Rinal Singhal
Partners

IN WITNESS WHEREOF THE AUTHORIZED SIGNATORY OF THE SECOND AND
THIRD PARTY HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE
HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN,
SIGNED AND DELIVERED BY THE WITHIN NAMED 'SECOND PARTY' & 'THIRD PARTY'
WITNESSES: -

1.

As Constituted Attorney of
1. Prakash Distillery & Chemical
Co. Pvt. Ltd.
2. Bhojnarain Tea Co. Ltd
3. Canon Paper Industries Pvt. Ltd.
4. Sahaji Finance Pvt. Ltd.

SECOND PARTY

Shanti Developers
Represented by its Partners

Vedanta Niketan Pvt. Ltd.

Director

Radiant Nirman Pvt. Ltd.

Director

Smt Nilam Agarwal

Smt Ranjana Agarwal

Sri Anuj Kumar Singhal

Smt Rinal Singhal

Partners

THIRD PARTY

Drafted by me and printed at my office.

RAJESH KUMAR AGARWAL
ADVOCATE/SILIGURI
REGD.NO. WB/ 73/97

SHANTI DEVELOPERS

Ranjana Agarwal

PARTNER