

DRAFT DEED OF SALE

This DEED OF SALE is made and executed on this the _____ day
of January, Two Thousand and Twenty Six;

For THALASHA ESTATES LLP


Designated Partner

BETWEEN

MESSRS THALASHA ESTATES LLP, a Limited Liability Partnership bearing LLP Identification Number ACM-4298, Date of Incorporation : 08.03.2025, PAN : AAXFT6743N having its registered office at K 1002, ECR14, Casagrande, Maya Street, Reddykuppam, J 12, P.O. Muttukadu PIN-603112, P.S. Kunrathur, District Kanchipuram, Tamil Nadu , India and branch office at Lelin Sarani, Himali Shahid Nagar, Bhaktinagar, Darjeeling SILIGURI, WB- 734001.

(hereinafter referred to as the SELLER which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Partners, successors -in-interest, legal representatives and assigns)

Represented by its Partner/Designated Partner **Mr. THALAIVAN SARGUNAM XAVIER**, son of late Xavier, PAN : AHLPT7935K , aged about 41 years, by Nationality Indian, by faith Christian, by occupation – Businessman, resident of Flat No . K 801, Casagrand EC R-14, Maya Street, Reddykuppam, P.O. Muttukadu - 603112 , P.S. Kunrathur, District Kanchipuram, Tamil Nadu, India being duly authorized to execute this Deed for and on behalf of the said LLP, the said LLP being also the PROMOTER of the residential villa project described hereinafter;

AND

SRI/SMT. _____, son/daughter of _____, aged about ____ years, by Nationality Indian, by faith _____, by occupation _____, resident of _____, PAN No. _____, AADHAR No. _____ hereinafter called the PURCHASER (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Partners, successors-in-interest, legal representatives and assigns)

(The SELLER and the PURCHASER are hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”)

WHEREAS

A. The SELLER is the absolute owner and in peaceful possession and enjoyment of all that piece and parcel of vacant land measuring 0.48 Acres equivalent to 48 Decimal , situated at Upper Ghalaytar Busty, Sittong Khasmahal within Sittong I Gram Panchayat under Kurseong Block, Post Office Sittong, Police Station / Sub -Division and Additional District Sub -Registry Office Kurseong, B.L.&.L.R.O. Kurseong, District Darjeeling, West Bengal more fully described in SCHEDULE “A” hereunder written (hereinafter referred to as the “SCHEDULE PROPERTY)

B. The SELLER acquired title to the SCHEDULE PROPERTY under the following registered Deeds of Sale:

i. Deed of Sale dated April 3, 2025 Registered in Book – I, Volume No. 0405 -2025, Page from 1789 to 1810 being Deed No. 040500095 for the year 2025 for an extent of 5 (Five) Decimals;

ii. Deed of Sale dated November 07, 2025 Registered in Book – I, Volume No. 0405 -2025, Page from 7667 to 7685 being Deed No. 040500407 for the year 2025 for an extent 22 (Twenty Two) Decimals;

iii. Deed of Sale dated November 24, 2025 Registered in Book – I, Volume No. 0405 -2025, Page from 8333 to 8351 being Deed No. 040500439 for the year 2025 for an extent of 21 (Twenty One) Decimals.

C. Pursuant to the aforesaid Deeds of Sale, a consolidated L.R. Khatian No. 1297 has been opened and stands recorded in the name of M/s. THALASHA ESTATES LLP in the records of the Block Land & Land Reforms Office, Kurseong, District Darjeeling, West Bengal.

AND WHEREAS

D. The SELLER, being also the PROMOTER, has proposed to develop the SCHEDULE PROPERTY by constructing a residential villa project under the name and style of “THALASHA HIMALAYAS”, comprising Eight (8) independent residential villas, together with internal roads, pathways, utilities, services, a (G+1) Two storeyed Club House Building, and other common amenities (hereinafter collectively referred to as the “PROJECT”). SELLER further declares that there exists no Development Agreement, Joint Venture, General Power of Attorney in favor of any person or entity and/or third party development right subsisting over the SCHEDULE PROPERTY and that the SELLER alone is absolutely entitled to convey the right, title and interest of the same.

E. The proposed Villas in the said PROJECT shall be constructed in accordance with the sanctioned plans, specifications and approvals obtained or to be obtained from the competent authorities and shall be more fully described in SCHEDULE “B” hereunder written .

F. The common areas, facilities and amenities forming part of the PROJECT, including but not limited to the Club House Building, internal roads, pathways, landscaped areas, utilities and services, shall be more fully described in SCHEDULE “C” hereunder written.

AND WHEREAS

G. The SELLER / PROMOTER has obtained / shall obtain the necessary sanctioned building plans, approvals and permissions from the competent authorities for construction of the Villas and the common facilities forming part of the PROJECT, and shall undertake the development of the PROJECT in accordance with such sanctioned plans and applicable laws.

H. The SELLER / PROMOTER intends to register the PROJECT under the provisions of the Real Estate (Regulation and Development) Act, 2016, and the rules, regulations and directions framed thereunder, as applicable in the State of West Bengal, and the PROJECT shall be governed by the provisions of the said Act.

AND WHEREAS

I. The SELLER / PROMOTER, in the course of development of the PROJECT, has decided to sell, transfer and convey the respective Villas together with proportionate Undivided Share of Land (UDS) in the SCHEDULE PROPERTY to intending purchasers, upon such terms and conditions as may be mutually agreed upon.

J. The PURCHASER has applied to the SELLER / PROMOTER for purchase of Villa No. ____, forming part of the PROJECT, together with the proportionate Undivided Share of Land appurtenant thereto, and has agreed to purchase the same on the terms and conditions contained herein.

AND WHEREAS

K. The SELLER / PROMOTER has agreed to sell, transfer and convey unto the PURCHASER the said Villa No. ____, together with the proportionate Undivided Share of Land (UDS) in the SCHEDULE

PROPERTY, and the PURCHASER has agreed to purchase the same, for the consideration and upon the terms and conditions set out hereinafter.

AND WHEREAS

The Project has been duly registered with the West Bengal Real Estate Regulatory Authority under Registration (WBRERA) No. _____ dated _____, and the said registration particulars are hereby incorporated and acknowledged for the purpose of this Deed of Sale;

NOW THEREFORE, in pursuance of the aforesaid recitals and in consideration of the mutual covenants and agreements herein contained, the Parties hereto have agreed to enter into this Deed of Sale on the following terms and conditions.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. AGREEMENT TO SELL

1.1 Subject to the terms, conditions, covenants and stipulations contained herein, the SELLER, being also the PROMOTER and the absolute owner of the SCHEDULE PROPERTY hereby agrees to sell, transfer and convey unto the PURCHASER, and the PURCHASER hereby agrees to purchase from the SELLER, the Villa No. ____, together with the proportionate Undivided Share of Land (UDS) in the SCHEDULE PROPERTY, more fully described in SCHEDULE "A" and SCHEDULE "B" hereunder written.

1.2 The Undivided Share of Land (UDS) conveyed hereunder represents the PURCHASER's proportionate, undivided and inseparable share in the land comprised in the SCHEDULE PROPERTY and shall always remain appurtenant to the Villa hereby sold and conveyed, and shall not be sold, transferred, assigned or dealt with independently of the said Villa.

2. DEVELOPMENT OF THE PROJECT

2.1 The SELLER / PROMOTER shall develop the PROJECT by constructing the Villas and the common areas in accordance with the sanctioned plans, specifications and approvals issued by the competent authorities, subject to such minor deviations or modifications as may be required by the competent authorities or as permitted under applicable law.

2.2 The SELLER / PROMOTER shall use reasonable efforts to complete the construction of the Villa and the common areas within the time period prescribed under applicable law, subject to force majeure conditions and other circumstances beyond the reasonable control of the SELLER / PROMOTER.

3. COMMON SECURITY ROOM

3.1 The SELLER / PROMOTER shall construct a common security room and related security infrastructure for the PROJECT on land earmarked as part of the common areas, in accordance with the sanctioned plans and approvals obtained from the competent authorities.

3.2 The said common security room shall form part of the common facilities of the PROJECT and shall be for the common use and benefit of all the PURCHASERS of the Villas.

3.3 The ownership, control and management of the said common security room shall, upon formation and registration of the Association of Owners, vest with the Association as part of the common areas of the PROJECT.

3.4 No Villa owner shall have any exclusive right, title or interest in the said common security room or the land on which the same is constructed, except the right of common use in accordance with the bye-laws of the Association.

3.5 The location and specifications of the said common security room shall be as per the sanctioned plans and may be reasonably modified if required by the competent authorities or under applicable law.

4. UTILITIES AND SERVICES

4.1 The SELLER / PROMOTER shall make reasonable provisions for the availability of water supply to the Villas at the time of handing over possession, subject to availability, approvals and regulations of the concerned authorities.

4.2 The SELLER / PROMOTER shall apply for electricity connection for the PROJECT from the competent authority, and upon allotment, the same shall be transferred in the name of the respective PURCHASERS, in accordance with the rules and regulations of the concerned authority.

5. CAR PARKING

5.1 The PURCHASERS of Villa Plot Nos. A1, A2 & A3 shall each be entitled to the exclusive use of one (1) designated car parking space located within the respective villa plot areas, as shown in the sanctioned plans. Such parking space shall be appurtenant to the respective Villa and shall form part of the enjoyment of the said Villa, without constituting a separate or independent transferable right.

5.2 The PURCHASERS of Villa Plot Nos. B1 & C1- 4 shall each be entitled to the exclusive right of use of one (1) designated car parking space situated on the ground floor of the (G+1) Two Storeyed Club House Building, as earmarked and identified by the SELLER / PROMOTER.

5.3 The ownership, right, title and interest in the land and structure of the said Club House Building, including the parking space(s) situated therein, shall initially vest with the SELLER / PROMOTER and, upon formation and registration of the Association of Owners, shall stand transferred to and vest with the Association of Owners as part of the common areas of the PROJECT.

5.4 The parking rights granted under Clause 5.2 above shall be a right of use only, appurtenant to the respective Villa, and shall not constitute a transfer of ownership or Undivided Share of Land in the land or structure of the Club House Building.

5.5 The use of the parking space(s) shall be subject to the rules, regulations and bye-laws of the Association of Owners, as framed from time to time; provided however that such rules shall not abrogate, curtail or extinguish the exclusive right of use of the designated parking space allotted to the respective Villa.

5.6 No PURCHASER shall be entitled to more than one (1) car parking space, and no car parking space shall be sold, transferred, leased, licensed or otherwise dealt with separately from the Villa.

6. CLUB HOUSE AND COMMON AREAS

6.1 The SELLER / PROMOTER shall construct the Club House Building and all common areas, facilities and amenities of the PROJECT as more particularly described in SCHEDULE "C" hereunder written, in

accordance with the sanctioned plans and approvals issued by the competent authorities and applicable law.

6.2 All such common areas, facilities and amenities described in SCHEDULE "C" shall be for the common use and enjoyment of all the PURCHASERS of the Villas forming part of the PROJECT.

6.3 Upon completion of the PROJECT and formation and registration of the Association of Owners, the SELLER / PROMOTER shall hand over possession, control and management of the common areas and facilities described in SCHEDULE "C" to the Association of Owners, in accordance with applicable law.

7. CONSIDERATION AND TOTAL SALE PRICE

7.1 The Total Sale Price payable by the PURCHASER to the SELLER for the purchase of the Villa together with the proportionate Undivided Share of Land (UDS) appurtenant thereto shall be Rs. _____ (Rupees _____ only), calculated on the basis of the agreed area and specifications, and exclusive of applicable Goods and Services Tax (GST), stamp duty, registration charges and other statutory levies, as may be applicable from time to time.

7.2 The PURCHASER agrees that the Total Sale Price includes the proportionate cost of land, development of the land, construction of the Villa, construction of common areas and amenities forming part of the PROJECT, and such other facilities and services as described in this Deed and the Schedules hereunder written.

8. PAYMENT SCHEDULE AND MODE OF PAYMENT

8.1 The PURCHASER shall make payments towards the Total Sale Price strictly in accordance with the Payment Plan agreed between the

Parties and annexed hereto, and only upon valid demand raised by the SELLER PROMOTER.

8.2 All payments shall be made by the PURCHASER through account payee cheque, demand draft, banker's cheque or electronic bank transfer, in favour of M/s. THALASHA ESTATES LLP, or such other account as may be intimated by the SELLER from time to time.

8.3 The PURCHASER shall not withhold or delay any payment validly demanded on the ground of any alleged dispute, except as permitted under applicable law.

9. EARLY PAYMENT AND REBATE

9.1 The SELLER / PROMOTER may, at its sole discretion, grant a rebate for early payment of any instalment(s) by the PURCHASER, at a rate up to ten percent (10%) per annum, calculated for the period by which the respective instalment has been prepaid.

9.2 The grant of any such rebate for a particular instalment shall not create a precedent or entitle the PURCHASER to claim rebate for any future instalment, unless expressly agreed to in writing by the SELLER / PROMOTER.

10. ESCALATION AND STATUTORY CHARGES

10.1 The Total Sale Price agreed herein shall be firm and escalation -free, except in the event of any increase in development charges, infrastructure charges, taxes, fees, cess or other statutory levies imposed or revised by any Government, statutory or local authority after the date hereof.

10.2 Any such increase in statutory charges, if applicable, shall be borne by the PURCHASER on a proportionate basis, and the SELLER / PROMOTER shall furnish the relevant notification or order issued by the competent authority while raising any such demand.

11. INTEREST FOR DELAYED PAYMENTS

11.1 In the event the PURCHASER fails to pay any instalment or amount validly demanded by the SELLER / PROMOTER in accordance with the Payment Plan within the time stipulated in the demand letter, the PURCHASER shall be liable to pay interest at the rate of ten percent (10%) per annum, calculated on the delayed amount from the due date mentioned in the demand letter until the date of actual payment.

11.2 Such interest shall be levied only on the delayed amount and only for the period of delay, and shall be payable along with the overdue instalment, without prejudice to the other rights and remedies available to the SELLER / PROMOTER under this Deed and applicable law.

12. ALTERATIONS AND MODIFICATIONS

12.1 The SELLER / PROMOTER shall not make any material additions or alterations in the sanctioned plans, layout, specifications or amenities of the PROJECT or the Villa sold to the PURCHASER, without the prior written consent of the PURCHASER, except as permitted under applicable law.

12.2 Notwithstanding anything contained herein, the SELLER/ PROMOTER shall be entitled to carry out:

- Minor alterations or modifications as may be required by the competent authorities; or

- Minor changes or modifications as may be requested by the PURCHASER, and such alterations shall not be deemed to be a violation of this Deed.

13. CARPET AREA CONFIRMATION AND ADJUSTMENT

13.1 Upon completion of construction of the Villa and issuance of the Completion Certificate by the competent authority, the SELLER/PROMOTER shall confirm the final carpet area of the Villa allotted to the PURCHASER.

13.2 In the event of any reduction in the carpet area, the SELLER/PROMOTER shall refund the excess amount paid by the PURCHASER, within forty-five (45) days, together with interest at the rate prescribed under the applicable rules, calculated from the date on which such excess amount was paid.

13.3 In the event of any increase in the carpet area, not exceeding three percent (3%) of the carpet area of the Villa allotted to the PURCHASER, the SELLER / PROMOTER shall be entitled to demand the proportionate additional amount from the PURCHASER, calculated at the same rate per square foot as agreed herein.

13.4 All such adjustments on account of variation in carpet area shall be final and binding upon the Parties.

14. POST -COMPLETION STATUTORY CHARGES

14.1 Any increase in development charges, infrastructure charges, taxes or statutory levies imposed after the expiry of the scheduled date of completion of the PROJECT, including any extension of registration, shall not be recovered from the PURCHASER, except to the extent expressly permitted under applicable law.

15. **POSSESSION**

15.1 Subject to the PURCHASER having complied with all the terms and conditions of this Deed, including payment of the Total Sale Price and other charges payable hereunder, the SELLER / PROMOTER shall hand over physical possession of the Villa to the PURCHASER upon completion of construction of the Villa and issuance of the Completion Certificate / Occupancy Certificate, as applicable, by the competent authority.

15.2 The date of handing over possession shall be intimated by the SELLER/PROMOTER to the PURCHASER in writing, and the PURCHASER shall take possession within the time stipulated in such intimation.

15.3 The PURCHASER shall, after taking possession, be entitled to lease or license the Villa, including for short -term stays, subject to applicable laws and the Association's bye -laws regarding safety, security and maintenance.

15.4 The Association shall not impose a blanket prohibition on leasing or short -term letting, but may regulate the same for operational, safety and security purposes.

15.5 The Villa shall be used only for residential purposes and hospitality use incidental thereto; no retail shop, office, or industrial activity shall be carried on.

16. **SITE VISIT**

16.1 The PURCHASER shall be entitled to visit the PROJECT site for the limited purpose of inspecting the progress of construction of the Villa,

upon prior intimation to the SELLER / PROMOTER and during reasonable working hours, subject to site safety rules and regulations.

17. OUTGOINGS AND LIABILITIES

17.1 The SELLER / PROMOTER shall pay and discharge all outgoings, dues and liabilities relating to the PROJECT and the SCHEDULE PROPERTY up to the date of handing over possession of the Villa to the PURCHASER, including but not limited to land revenue, municipal taxes, statutory charges, electricity and water charges, and any loans or encumbrances created by the SELLER / PROMOTER for development of the PROJECT.

17.2 In the event the SELLER / PROMOTER fails to discharge any such outgoings or liabilities prior to possession, the SELLER / PROMOTER shall remain solely liable to pay the same and shall indemnify and keep indemnified the PURCHASER against any loss, demand, claim or proceedings arising therefrom.

18. COMMON AREAS – RIGHTS OF PURCHASERS

18.1 The PURCHASERS shall have an undivided and proportionate right of use and enjoyment of the common areas, facilities and amenities of the PROJECT as more particularly described in SCHEDULE “C” hereunder written, along with other PURCHASERS, occupants and authorized maintenance and service personnel.

18.2 The common areas, facilities and amenities described in SCHEDULE “C” being indivisible and incapable of physical partition, no PURCHASER shall claim any exclusive ownership or possession over any portion thereof, except as expressly provided in this Deed.

19. ASSOCIATION OF OWNERS

19.1 The SELLER / PROMOTER shall take steps to facilitate the formation and registration of an Association of Owners in accordance with applicable law.

19.2 Upon formation of the Association of Owners and completion of the PROJECT, the SELLER / PROMOTER shall hand over the possession, control and management of the common areas to the Association of Owners, subject to applicable law.

19.3 The rules, regulations and bye -laws framed by the Association of Owners shall be binding on the PURCHASER, provided that such rules shall not abrogate, curtail or extinguish any vested rights of the PURCHASER, including the exclusive right of use of the designated car parking space allotted to the Villa.

20. ELECTRICITY CONNECTION AND INSTALLMENT OF DIESEL GENERATOR BACKUP:

20.1 The electricity service connection charges and security deposit demanded by the electricity board, after installation of individual and separate meters, shall be borne by the PURCHASER. Consumption charges shall be payable based on actual meter readings

20.2 The PROMOTER shall provide diesel generator power backup for common areas and for the villas for essential electrical loads only, such as lighting, fans, basic plug points, water pumps and security systems, during power outages.

20.3 The diesel generator backup supply shall not extend to heavy electrical equipment such as air - conditioning units, geysers, heaters,

cooking appliances or other high -load devices unless otherwise specifically provided for.

20.4 Diesel consumption, operation and maintenance costs of the diesel generator sets for common areas and villas shall be treated as common expenses and recovered through the Association from the owners in such proportion as may be determined in the by-laws.

21. WATER SUPPLY AND CHARGES:

21.1 Water supply to the project shall be through the government connection under the applicable public water supply scheme, including the Har Ghar Jal program, and the same shall ordinarily be available without charge to the owners, subject to government policy and continuity of supply.

21.2 In the event of additional water being required through private tankers, bore-wells or other alternative sources or in case any charges are levied by the authorities in future, the cost thereof shall be borne by the owners and recovered through the Association in such manner as may be provided in the by-laws, either equally or based on consumption, as determined by the Association.

21.3 The PROMOTER shall not be responsible for recurring water charges and/or shortage of water supply after handing over possession and formation of the Association, except to the extent required under law.

22. FIRE SAFETY MEASURES

22.1 The SELLER / PROMOTER shall provide basic fire safety measures for the PROJECT, including fire extinguishers and such other fire-safety

provisions as may be mandated under applicable laws, rules, regulations or directions issued by the competent authority.

22.2 It is expressly agreed that the SELLER / PROMOTER shall not be obligated to provide any fire -fighting systems, equipment or installations beyond what is statutorily required, and any enhancement or upgrade thereof shall be subject to the decision of the Association of Owners, after handover of the common areas.

23. PROJECT AS AN INDEPENDENT DEVELOPMENT

23.1 The PROJECT is an independent and self -contained residential villa project, and shall not be clubbed, linked or combined with any other project, development or property in the vicinity, except for integration of essential infrastructure, if any, for the benefit of the PURCHASERS.

23.2 All common areas, facilities and amenities provided in the PROJECT shall be for the exclusive use and enjoyment of the PURCHASERS of the Villas forming part of the PROJECT.

24. SINGLE AND INDIVISIBLE UNIT

24.1 Each Villa together with the proportionate Undivided Share of Land (UDS) and the applicable designated car parking space shall be treated as a single, indivisible and inseparable unit for all purposes.

24.2 The PURCHASER shall not sub -divide, partition or separately deal with the Undivided Share of Land or the car parking space independent of the Villa.

25. RESTRICTIONS ON USE

25.1 The PURCHASER shall use the Villa solely for residential purposes and shall not use or permit the use of the Villa for any commercial, industrial or unlawful purpose.

25.2 The PURCHASER shall not make any structural alterations or additions to the Villa or encroach upon any common areas without the prior written consent of the Association of Owners and the competent authority, if required.

26. **MAINTENANCE**

26.1 Until the formation and takeover by the Association of Owners, the SELLER / PROMOTER may arrange for maintenance of the PROJECT, and the PURCHASER shall pay such maintenance charges as may be reasonably determined.

26.2 Upon formation of the Association of Owners, the responsibility for maintenance of the common areas shall vest with the Association of Owners, and the PURCHASER shall contribute towards maintenance charges as determined by the Association.

26.3 The PURCHASER shall be liable to pay monthly maintenance charges towards the upkeep, operation and management of the common areas, facilities and amenities of the PROJECT as more particularly described in SCHEDULE "C" hereunder written, at such rates as may be fixed by the PROMOTER till formation of the Owners' Association and thereafter by the Association in accordance with its bye-laws.

26.4 The said maintenance charges shall be payable from the date of handing over possession or from the date of first occupation, whichever is earlier.

26.5 Electricity and water consumption within the villa shall be payable separately based on actual usage and shall not form part of the regular maintenance charges, except for common -area consumption which shall be included therein.

26.6 Non-payment of maintenance charges shall entitle the PROMOTER or the Association, as the case may be, to take such action as permissible under law including levy of 10% interest or late fees from such maintenance due date, without prejudice to recovery of dues.

27. DEFAULT BY PURCHASER

27.1 In the event the PURCHASER commits default in payment of any amount payable under this Deed and fails to remedy such default within the time stipulated in the demand raised by the SELLER / PROMOTER, the SELLER / PROMOTER shall be entitled to exercise such rights and remedies as are available under applicable law, including the right to levy interest on delayed payments in accordance with this Deed.

27.2 Persistent default by the PURCHASER, despite due notice, shall entitle the SELLER / PROMOTER to take appropriate action in accordance with applicable law, subject to the rights of the PURCHASER under the Real Estate (Regulation and Development) Act, 2016.

28. FORCE MAJEURE

28.1 The SELLER / PROMOTER shall not be held responsible for any delay in completion of construction or handing over possession of the Villa due to force majeure events, including but not limited to acts of God, natural calamities, war, civil commotion, strikes, lockouts, epidemics, pandemics, governmental restrictions, court orders, or any

other circumstances beyond the reasonable control of the SELLER / PROMOTER.

28.2 In the event of occurrence of any force majeure event, the time for completion of the PROJECT and handing over possession of the Villa shall stand extended for such period as may be reasonably required.

28.3 Estimated completion: 18 months from RERA approval subject to statutory extensions.

29. COMPLIANCE WITH LAWS

29.1 The SELLER / PROMOTER shall comply with all applicable laws, rules and regulations relating to development of the PROJECT up to the stage of handing over possession.

29.2 The PURCHASER shall comply with all applicable laws, rules and regulations relating to ownership, occupation and use of the Villa after taking possession.

30. FEMA AND REMITTANCES

30.1 In the event the PURCHASER is a Non -Resident Indian (NRI) or a person resident outside India, the PURCHASER shall be solely responsible for compliance with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), rules, regulations and circulars issued by the Reserve Bank of India (RBI) in relation to remittance of funds and acquisition of immovable property in India.

30.2 Any refund or repatriation of amounts, if applicable, shall be made strictly in accordance with FEMA and RBI regulations, and the SELLER / PROMOTER shall not be responsible for any delay or consequence arising due to non -compliance by the PURCHASER.

31. ASSIGNMENT

31.1 The PURCHASER shall not assign, transfer or otherwise deal with his/her rights under this Deed prior to execution and registration of the final conveyance, except with the prior written consent of the SELLER / PROMOTER and subject to applicable law.

32. NOTICES

32.1 Any notice or communication required to be given under this Deed shall be in writing and shall be deemed to have been duly served if delivered personally, sent by registered post, courier or electronic mail to the addresses of the Parties mentioned herein above.

33. JURISDICTION

33.1 This Deed shall be governed by and construed in accordance with the laws of India.

33.2 Subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, the courts having jurisdiction at Darjeeling, West Bengal, shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Deed.

34. ENTIRE AGREEMENT

34.1 This Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, representations or agreements, whether oral or written.

34.2 Any amendment or modification to this Deed shall be valid only if made in writing and signed by both Parties.

35. SEVERABILITY

35.1 If any provision of this Deed is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.

36. EXECUTION AND REGISTRATION

36.1 This Deed is executed in two (2) original counterparts, each of which shall be deemed to be an original.

36.2 The PURCHASER shall bear the stamp duty and registration charges payable in respect of this Deed.

36.3 The SELLER agrees to present this Deed for registration before the appropriate Sub -Registrar of Assurances and to do all such acts and deeds as may be necessary to give effect to this conveyance.

37. CORPUS FUND

37.1 The PURCHASER shall, at the time of possession or registration (whichever is earlier), pay a one -time non -refundable amount of Rs. _____/ - (Rupees _____) only towards Corpus/Sinking Fund of the Association.

37.2 The said amount shall be utilized exclusively for long -term capital expenditure, major repairs, replacement of common infrastructure including diesel generator sets, pumps, lifts, clubhouse facilities, compound walls, internal roads and such other common services, and shall not be used for routine monthly maintenance expenses.

37.3 Upon formation of the Owners' Association, the said corpus amount shall be transferred to the Association and thereafter administered in accordance with its bye -laws

38. QUALITY OF CONSTRUCTION MATERIALS

The SELLER / PROMOTER shall construct the Villas and the common areas of the PROJECT using good quality materials of standard make and workmanship in accordance with sanctioned plans, Indian Standards (IS) specifications and applicable statutory requirements, including, without limitation:

- a) Portland Pozzolana Cement (PPC) or equivalent grade cement of reputed manufacturers such as UltraTech, Star Cement or equivalent approved brands;
- b) Fe-550D grade Thermo-Mechanically Treated (TMT) steel bars or equivalent conforming to IS standards;
- c) Sanitary ware and bathroom fittings of reputed manufacturers such as Jaquar or equivalent premium brands;
- d) Laminated safety glass for glazing and railings, where provided, with a minimum thickness of twenty-four (24) millimeters;
- e) Electrical, plumbing and waterproofing materials of reputed make conforming to applicable IS codes.

The SELLER / PROMOTER may substitute any brand or specification with another of equivalent or superior quality, subject to availability and regulatory approvals.

39. **SCHEDULES**

The following Schedules form an integral part of this Deed:

SCHEDULE "A" – Description of Land

"ALL THAT piece and parcel of vacant land measuring in total 0.48 Acres equivalent to 48 Decimals comprised in L.R. Plot No. 2088 for an area measuring 0.11 Acres (11 Decimal) and L.R. Plot No. 2100 for an area measuring 0.37 Acres (37 Decimal) classified as Ghareri, proposed to be used Ghareri, having 15 feet wide Main Road, recorded in L.R. Khatian No. 1297 under Mouza Sittong Khasmahal, bearing J.L. No. 59, Sheet No. 3 situated at Upper Ghalaytar Busty, Sittong Khasmahal within Sittong I Gram Panchayat under Kurseong Block, Post Branch Office Sittong – 734 008, Police Station Kurseong, Sub-Division and Additional District Sub-Registry Office Kurseong, B.L.&.L.R.O. Kurseong, District Darjeeling, West Bengal:

Khatian No.	ROR	Proposed to be used as	L.R. Plot No.	Area of Land
L.R. 1297	Ghareri	Ghareri	2088	0.11 Acre
			2100	0.37 Acre
			Total	: 0.48 Acre

The said land is bounded and butted as under :

- a) On or towards the North West : By a 15 feet wide Main Road;
- b) On or towards the South East : By the land of Messrs Thalasha Estates LLP;
- c) On or towards the South West : By the land of Messrs Thalasha Estates LLP;
- d) On or towards the North East : By the land of Sri Rati Gurung;

SCHEDULE “B” – Description of Villa

ALL THAT on the Villa No. _____ , _____ side of the Residential Villa at Upper Ghalaytar Busty, Sittong, Kurseong, under Sittong-I Gram Panchayat, P.O. Sittong, P.S. Kurseong, District- Darjeeling, Pin code- 734008, measuring about more or less _____ Sq. Ft. Carpet Area corresponding to _____ sq. ft. super built up area (cover area _____ sq. ft) a little more or less and also having vitrified tiles flooring, consisting with _____ (____) Bed Rooms, _____ (____) Living cum Dinning area, _____ (____) Kitchen, _____ (____) Toilets, _____ (____) Balcony and covered parking No. _____ with space 135 sq. ft. from Developer’s Allocation, situated and being the part of the Premises including the proportionate and undivided share and common facilities available in the said premises such as equipment fixtures apparatus of common utility, stair case, landing, lift, lift lobby areas, drive ways Boundary Wall, Main Entrance Gate for ingress and egress to the said Premises, and common pathways etc.

The said undivided share of land has been arrived at in proportion to the built -up area of the villa in relation to the total built -up area of the project.

SCHEDULE “C” – DESCRIPTION OF COMMON AREAS AND FACILITIES

All those portions of the residential villa PROJECT known as “THALASHA HIMALAYAS” which are intended for the common use and enjoyment of all the Purchasers and occupants of the Villas, and which shall be constructed and provided by the SELLER / PROMOTER in accordance with the sanctioned plans and approvals issued by the competent authorities, and which shall include, without limitation, the following:

1. Club House Building

The (G+1) Two-Storeyed Club House Building comprising common recreational areas, multipurpose spaces, toilets, lift(s) if provided, staircases, corridors, electrical rooms, pump rooms, service rooms and designated common car-parking spaces located therein.

2. Security Infrastructure

A separate common security building / security room, guard cabins, entrance gate and gateway structure, boom barriers, CCTV systems, intercom facilities, boundary walls, fencing and related access-control infrastructure.

3. Internal Roads and Access Ways

Internal roads, driveways, pathways, pedestrian walkways, ramps, turning areas, paved surfaces and circulation areas within the PROJECT.

4. **Electrical Infrastructure**

Transformers if provided, HT/LT panels, electrical substations, distribution boards, cabling and conduits, street lighting systems, diesel generator sets and DG rooms, control panels and fuel-storage areas, as permitted by law.

5. **Water Supply Systems**

Underground sumps, overhead water tanks, pump rooms, pipelines and valves, filtration systems, rain-water harvesting structures, bore-wells or alternative water sources if any, and government water-supply connections.

6. **Drainage, Sewerage and Waste-Water Systems**

Storm-water drains, soak pits, septic tanks or sewage-treatment plants if provided, inspection chambers, manholes and disposal systems.

7. **Landscaped Areas and Open Spaces**

Gardens, lawns, green belts, planter areas, retaining walls, slope-protection structures, pathways, seating zones and open recreational areas.

8. **Fire-Safety Installations**

Fire extinguishers, hose reels if mandated, fire-access routes, signage and such other fire-safety installations as required under applicable laws and approvals.

9. **Solid-Waste Management Facilities**

Garbage-collection rooms or enclosures, segregation zones, composting units if provided and waste-handling infrastructure.

10. **Service and Utility Areas**

Meter rooms, maintenance stores, housekeeping rooms, caretaker/facility-management office, service cabins and utility ducts.

11. **All Other Common Installations**

All other areas, systems, structures, equipment and installations:

- a) Not forming part of the exclusive area of any Villa;
- b) Required for the safety, operation, servicing and maintenance of the PROJECT; and
- c) Designated as common areas in the sanctioned plans and approvals issued by the competent authorities.

The PURCHASER acknowledges that the above schedule is construction -linked and subject to certification of progress by the PROMOTER'S engineer/architect, where required under law.

IN WITNESS WHEREOF :

The SELLER and the PURCHASER have hereunto set and subscribed their respective hands to this Deed of Sale on the day, month and year first above written.

WITNESSES : SELLER

1. Name: _____ For M/s. THALASHA ESTATES LLP

Address: _____ Authorized Signatory

Signature: _____

Mr. THALAIVAN SARGUNAM XAVIER
For THALASHA ESTATES LLP


Designated Partner (Signature)

2. Name: _____

Address: _____ PURCHASER

Signature: _____ Name: _____

(Signature)