

HORIZON ISPAT COMPANY PVT. LTD.

Saurav Berlia
DIRECTOR

LOVELY MERCANTILE PVT LTD

Ashok Kumar Agarwala
Director

ROLEX COMMOSALE PVT.LTD.

Kishan Kumar Agarwal
DIRECTOR

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K. B. TEA PRODUCT PVT.LTD.

Sushil Choudhary
DIRECTOR

GALMA TEA PACKAGING PVT.LTD.

Gopal Dalvi
Director

NEEV LIFESTYLE LLP

Manoj Kumar
PARTNER

THIS AGREEMENT is made this _____ day of March Two Thousand Twenty Three **BETWEEN (1) HORIZON ISPAT COMPANY PRIVATE LIMITED**, (CIN : U27100 WB 2008 PTC 125158), (PAN : AACCH2527E) a Company incorporated under provisions of the Companies Act 1956, having its Registered Office at 40/107, Ramkrishna Samity Building, Sevoke Road, P.O. and P.S. Siliguri, District Darjeeling, Pin Code-734001 in the State of West Bengal and represented by its Director SHRI SAURAV BERLIA (PAN : BDIPB3717P), son of Sri Basant Berlia, residing at 233, 2nd Mile, Near Sevoke Motors, Sevoke Road – 734001 in the State of West Bengal, vide resolution dated 20.02.2023,

(2) LOVELY MERCANTILE PRIVATE LIMITED, (CIN : U70102 WB 2007 PTC 118417), (PAN : AABCL4029L) a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 2nd Floor, M. Square Building, Opposite Hotel Sachitra, Sevoke Road, Siliguri – 734001, in the State of West Bengal, represented by its Director SHRI ASHOK KUMAR AGARWALA, (PAN : ACGPA5411R), son of Late Ami Lal Agarwala, residing at Shyam Vatika, 3rd Mile, Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling in the State of West Bengal, Pin – 734001, vide resolution dated 20.02.2023,

(3) ROLEX COMMOSALE PRIVATE LIMITED, (CIN : U51 909 WB 2011 PTC 159754), (PAN : AAFCR1760A) a company incorporated under provisions of the Companies Act 1956, having its registered office at Apollo Tower, 3rd Floor, Sevoke Road, Siliguri - 734001, in the State of West Bengal represented by its Director SHRI KISHAN KUMAR AGARWAL (PAN : ACLPA2468D), son of ^{Late} Manohar Agarwal, residing

HORIZON ISPAT COMPANY PVT. LTD

Sum Behera

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMISALE PVT. LTD.

Ajanku

DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sri Shubham Chowdhury

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

at Surabhi Apartment, Sevoke Road P.O. Sevoke Road, P.S. Bhaktinagar, District-Jalpaiguri, in the State of West Bengal, Pin-734001, vide resolution dated 20.02.2023,

(4) **K.B. TEA PRODUCT PVT. LTD.** (CIN : U21022WB1998PTC087027), (PAN : AABCK332OP), a company incorporated under provisions of the Companies Act, 1956, having its place of business at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, Pin - 734005 in the District of Darjeeling, West Bengal represented by one of its Director SRI SHUBHAM CHOWDHURY (PAN: AYEPC9882A), son of Sri Srawan Kumar Chowdhury, residing at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri-734005 in the District of Darjeeling, West Bengal, vide resolution dated 01.03.2023,

(5) **DALMIA TEA PACKAGING PRIVATE LIMITED**(CIN : U01132WB2008PTC121975) (PAN : AACCD8659F), a Private Limited Company, a company incorporated under the Companies Act, 1956, having its registered office at 305/258, Mahabirsthan, Siliguri, Post Office and Police Station - Siliguri, Pin -734004 in the District of Darjeeling, West Bengal, represented by one of its Director SRI GOPAL DALMIA (PAN: BVFPD2296G), Son of Late Raj Kumar Dalmia, residing at Mahabirsthan, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, Pin- 734004, West Bengal, vide resolution dated 20.02.2023, hereinafter collectively referred to as “**ASSIGNORS /OWNERS /FIRST PARTY**” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean include their respective successors and/or successors-in-office and/or interest) of the ONE PART.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bedia

DIRECTOR

LOVELY MERCANTILE PVT LTD.

[Signature]
Director

ROLEX COMMISALE PVT. LTD.

Agarwal

DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

[Signature]

DIRECTOR

GALMIA TEA PACKAGING PVT.LTD.

Gopal Palani
Director

[Signature]

[Signature]

[Signature]

AND

NEEV LIFESTYLE LLP, (LLP –AAS-5853), (PAN : AARFN5236G) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Kapil Centre, Sevoke Road, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling - 734001 represented by its designated Partner **SRI AJAY AGARWAL** (PAN : AGIPA6181A), son of Late Gangadhar Agarwal, residing at Prakash Nagar, Salugara, P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, Pin-734008, West Bengal, hereinafter called the “**DEVELOPER /SECOND PARTY**” (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the partners for the time being of the said Limited Liability Partnership Firm and their respective heirs, executors, administrators and legal representatives as the case may be) of the OTHER PART :

RECITALS

WHEREAS :

I. By virtue of registered Deed of Assignment dated 20th June 2019 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2019, Pages 78055 to 78097, Being No.3505 for the year 2019 Horizon Ispat Company Private Limited being the Owner herein became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land measuring 4.10 acres comprised in R.S. Khatian No.260 corresponding to its L.R. Khatian No.307 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, and morefully described in Part-I of the Second Schedule stated hereunder free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Beeli

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

[Signature]

Director

ROLEX COMMOSALE PVT. LTD.

Agamukh

DIRECTOR

K. B. TEA PRODUCT PVT. LTD.

[Signature]

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalma

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

II. By virtue of registered Deed of Assignment dated 22nd March, 2018 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2018, Pages 41575 to 41612, Being No.1848 for the year 2018 Lovely Mercantile Private Limited being the Owner herein became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land measuring 4.10 acres comprised in R.S. Khatian No. 260 corresponding to L.R. Khatian No.307, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling and morefully described in Part-III of the Second Schedule stated hereunder free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

III. By virtue of registered Deed of Assignment dated 22nd March 2018 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2018, Pages 41613 to 41650, Being No.1849 for the year 2018 Rolex Commosale Private Limited being the Owner herein became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of homestead land measuring 4.10 acres comprised in R.S. Khatian No. 260 corresponding to L.R. Khatian No.307, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling and morefully described in the Second Schedule therein mentioned stated hereunder free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatia

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

ofa
Director

ROLEX COMMOSSALE PVT. LTD.

Ajankumar
DIRECTOR

K. B. TEA PRODUCT PVT. LTD.

Sun Chandan
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia
Director

NEEV LIFESTYLE LLP

[Signature]
PARTNER

IV. By virtue of registered Deed of Assignment dated 31st January, 2022 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2022, Pages 46857 to 46888, Being No.040301486 for the year 2022 Rolex Commosale Private Limited being the Owner herein has assigned and transferred All That piece and parcel of homestead undivided share of land measuring 0.615 acres out of its 4.10 acres of land comprised in R.S. Khatian No. 260 corresponding to L.R. Khatian No.307 & 1431, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling unto and in favour of K.B. Tea Products Pvt. Ltd. free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

V. By virtue of registered Deed of Assignment dated 31st January, 2022 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2022, Pages 46889 to 46919, Being No.040301487 for the year 2022 Rolex Commosale Private Limited being the Owner herein has assigned and transferred All That piece and parcel of homestead undivided share of land measuring 0.615 acres out of its 4.10 acres of land comprised in R.S. Khatian No. 260 corresponding to L.R. Khatian No.307 & 1431, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling unto and in favour of Dalmia Tea Packaging Private Limited free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Debi

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMOSALE PVT. LTD.

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DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sibi Choudhury

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

VI. By virtue of aforesaid registered Deed of Assignment dated 31st January 2022 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2022, Pages 46857 to 46888, Being No.040301486 for the year 2022 K.B. Tea Product Pvt. Ltd. being the Owner herein became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of homestead land measuring 0.615 acres situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling and morefully described in Part-IV of the Second Schedule stated hereunder free from all encumbrances and charges, lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

VII. By virtue of registered Deed of Assignment dated 31st January 2022 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in Book No.I, Volume No.0403-2022, Pages 46889 to 46919, Being No.040301487 for the year 2022 Dalmia Tea Packaging Private Limited being the Owner herein became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of homestead land measuring 0.615 acres situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling and morefully described in Part-V of the Second Schedule stated hereunder free from all encumbrances and charges, lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatti

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

ofor
Director

ROLEX COMMOSEALE PVT. LTD.

Agarwal
DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sush Choudhary
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

VIII. In view of the two separate Deeds of Assignment both dated 31st January, 2022 as recited hereinabove the said Rolex Commosale Private Limited continue to remain seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of undivided land measuring 2.870 acres comprised in R.S. Khatian No. 260 corresponding to L.R. Khatian No.307, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling and morefully described in the Part-II, of the Second Schedule mentioned hereunder free from all encumbrances and charges, lien, lispensens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

IX. By virtue of the aforesaid part recited Deeds of Assignment the Owners herein are seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That pieces and parcels of homestead land measuring about 12.30 Acres comprised of various R.S. Plot Nos. corresponding to respective L.R. Plot Nos. situate and lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata, P.S. Matigara, District Darjeeling in the state of West Bengal morefully described in the First Schedule stated hereunder hereinafter referred to as the said Premises.

X. That the said Owners herein have been interested to develop or promote the said premises by way of construction of Group residential, commercial and other purposes consisting of flats/apartments and commercial constructed areas capable of being occupied independently hereinafter collectively referred to as the said Housing Complex.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Beelia

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMOSEAL PVT. LTD.

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DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

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DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

[Signature]
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

XI. That the Owners do not have expertise and resources to develop or promote the said Premises by way of construction of the said Housing complex comprising of several buildings and commercial areas and as such the Owners have approached the Developer with a proposal to develop the said Premises.

XI. That the Developer has expertise and resources and has accepted the proposal of the Owners in respect of the development of the said Premises by way of erection and construction of the said Housing Complex comprising of several Residential and Commercial buildings in terms of plan or plans to be sanctioned by the appropriate concerned authorities connected therewith.

XII. That in view of what is stated hereinabove the Owners and the Developer have mutually agreed about the manner and terms and conditions in respect of the Development of the said Premises by way of erection and construction of the said Housing Complex and hereby record the same as stated hereunder;

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatti

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

[Signature]
Director

ROLEX COMMOSE PVT. LTD.

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DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

S. B. Choudhary
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalvi
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

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

I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

1. It is agreed and recorded that the Owners have mutated their names in the Records of the B.L. & L.R.O. office Matigara at Shiv Mandir, Siliguri and other concerned authorities at their own costs and expenses.

2. It is confirmed and recorded that the Owners have amalgamated their respective Leasehold right of the land comprised in the said premises morefully described in the First Schedule and the owners have undivided share of the land in the proportion as stated hereunder :-

<u>Name</u>	<u>Land Area</u> <u>(In Acres)</u>	<u>Undivided Share</u>
i) Horizon Ispat Company Private Limited	4.100	33.33%
ii) Lovely Mercantile Private Limited	4.100	33.33%
iii) Rolex Commosale Private Limited	2.870	23.34%
iv) K.B. Tea Product Pvt. Ltd.	.615	5%
v) Dalmia Tea Packaging Private Limited	.615	5%

		100%

HORIZON ISPAT COMPANY PVT. LTD.

Suman Balia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

ofar
Director

ROLEX COMMOSEAL PVT. LTD.

Aparna K
DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

S. B. Choudhary
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalwadi
Director

NEEV LIFESTYLE LLP

[Signature]
PARTNER

3. It is recorded that the Owners have handed over Xerox copies of the relevant Deeds and documents to the Developer and make out leasehold title of the said recited Premises more fully described in the First Schedule stated hereunder free from all encumbrances, charges mortgage, liens, lispendens trusts, acquisition, requisitions, litigations, claims and demands whatsoever or howsoever.

4. It is agreed and recorded that the Developer shall obtain for and on behalf of the Owners necessary permission and sanction in respect of the construction of the Housing Complex in the said Premises under the provisions of applicable laws at the costs and expenses of the Developer.

5. It is recorded that the Developer for on behalf of the Owners have obtained Leasehold certificate of the land for construction of the Housing Complex at the said premises from its present classification.

6. It is represented and recorded that the said Premises is not affected by any notice of acquisition and/or requisition by the Government and the said Premises is in complete possession of the Owners.

7. It is agreed and recorded that the Owners shall obtain requisite consents, permissions, sanction, approvals, licences, permits as may be required from time to time for development of the said Premises at the costs and expenses of the Developer.

9. It is agreed and recorded that the Owners have full power and authority to enter into this agreement for development of the said premises.

HORIZON ISPAT COMPANY PVT. LTD.

Saurav Bhatia

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

ofor

Director

ROLEX COMMOSALE PVT. LTD.

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DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sush Choudhary

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalvi

Director

NEEV LIFESTYLE LLP

PARTNER

10. It is agreed and recorded that the Owners shall assign and transfer undivided proportionate impartible share of the leasehold right of land of the said Premises appertaining to flats/apartments and other commercial constructed areas of the said Housing Complex free from all encumbrances whatsoever.

11. It is agreed and recorded that the Owners shall not enter into any Agreement for Assignment or otherwise deal with the said Premises with any other person or persons during the pendency of this Development Agreement except in the manner as envisaged herein.

12. It is agreed and recorded that the Developer has agreed to develop the said Premises as a promoter under the Provision of RERA on the terms and conditions as stated herein.

II. DEVELOPER'S REPRESENTATIONS

1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new residential and commercial buildings and/or Housing Complexes.

2. The Developer has sufficient financial resources and has capacity of arranging finance and infrastructure as may be required for carrying out the development of the "said Premises" and/or the construction of the said Housing Complex.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Behera

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMOSALE PVT. LTD.

Apurva K

DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sush Choudhary

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalma

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

3. The Developer shall carry out and complete the said development work on the "said Premises" in phasewise manner in accordance with plan or plans, layout and specification to be sanctioned by appropriate concerned Authorities and entire construction work shall be completed in accordance therewith with good quality materials as shall be approved by the Architects.
4. It is agreed and recorded that the Developer shall cause preparation of the plan or plans design and shall obtain all requisite sanctions of the plan consents, permissions, approvals, licences, permits as may be required from time to time for and on behalf of the Owners for development of the said Premises from the concerned authorities at its own costs and expenses.
5. It is agreed and recorded that the Developer shall deposit interest free Security deposit to the owners as enumerated hereunder.
6. It is agreed and recorded that the Developer shall complete the construction of the Housing Complex in a phasewise manner as detailed in Clause X, Sub clause 4 and there shall be no deviation whatsoever in respect of the Development of the said Premises.
7. It is agreed and recorded that the Developer shall register the said Housing Complex under the provisions of the West Bengal Real Estate (Regulation and Development) Act in the state of West Bengal hereinafter referred RERA as a Promoter of the said Housing Project and shall be liable for complied of the said Act and rules and Regulation framed thereunder.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatti

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMOSALE PVT. LTD.

Agarwal

DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

S. B. Choudhary

DIRECTOR

DAKSHINAM RECRUITING PVT. LTD.

Gopal Dalwadi

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER


8. It is agreed and recorded that until the completion of the said Housing Complex the Developer can reconstitute its partnership by way of inducting and or retiring of the new partners and Mr. Ajay Agarwal shall be accountable on behalf of the Developer to carry out obligation of this Development Agreement. The reconstitution can be done only with the consent of the Owners.

III. RATES, TAXES AND OUTGOINGS

1. It is agreed and recorded that the Owners shall bear and pay all kinds of rates, taxes levies, land revenues, surcharge outgoings and all other impositions relating to Panchayat tax or otherwise taxes of whatsoever nature concerning or relating to the said premises upto the date of the sanction of the Plan or plans.

2. It is agreed and recorded that with effect from the date of sanction of the plan of the said premises the Developer shall be liable to pay all kinds of rates and taxes in respect of the said premises till the completion of the said Housing Complex and upon completion of the same the intending Assignees/Occupiers shall be liable to pay all kinds of rates and taxes with regard to their respective flats/commercial areas and other areas together with various expenses including common maintenance thereof provided however, the Owners and Developer shall be liable to pay rates and taxes in respect of unassigned portion of their respective share of the constructed areas of the said Housing Complex.

HORIZON ISPAT COMPANY PVT. LTD.


Suman Bera

DIRECTOR

LOVELY MERCANTILE PVT. LTD.



Director

ROLEX COMMOSALE PVT. LTD.


Agamika

DIRECTOR

K. B. TEA PRODUCT PVT. LTD.



DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Director

NEEV LIFESTYLE LLP



PARTNER

3. It is agreed and recorded that on and from the date of Completion of the said Housing Complex and upon handing over of the flats and/or commercial areas of the housing complex, the assignees and occupiers shall pay property tax and/or all kinds of rates and taxes of whatsoever nature in respect of their areas of the said Housing Complex.

IV. TITLE DOCUMENTS

1. It is agreed and recorded that the Owners have given inspection of original title deeds together with abstract of title and report of title of the said Premises morefully described in the First Schedule stated hereunder and the Developer hereby accept the title of the owner and fully satisfied in respect thereof.

2. The Owners undertake to answer all reasonable questions and/or requisition and shall also give explanation and clarification in respect of title of the said Premises as is held by them.

3. It is agreed and recorded that the Owners have authorised and nominated Mr. Ashok Agarwal to represent themselves for the purpose of signing of all the documents, plans and any other related documents in regards to the approval and renewal of the Housing complex Plan.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatti

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMSALE PVT. LTD.

Agarwal
DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sudh Choudhary
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalwadi
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

V. COMMENCEMENT

It is agreed and recorded that this agreement shall commence upon execution hereof and shall continue in force till the fulfilment of all the terms and conditions by the Owners within time period of completion of the said Housing Complex by Developer as envisaged herein.

VI. APPOINTMENT

1. The Owners herein hereby appoints the Developer as the Promoter/Builder and/or developer for carrying out the development at the "said Premises" as per the sanctioned plan or plans subject to the terms and conditions recorded herein.
2. The Developer hereby accepts its appointment as the Promoter/Developer in respect of the "said Premises" and further agrees to carry out the development of the said Housing Complex in the manner and on the terms as envisaged herein.
3. The Owners hereby permit the Developer to enter upon the said Premises for the purpose of development and construction of the said Housing Complex on the terms and conditions as envisaged herein.

VII. PERMISSIONS/APPROVALS BY THE DEVELOPER

1. It is agreed and recorded that the Developer for and on behalf of the Owners shall apply and obtain all other necessary consents, approvals, permissions, licences and sanction of the plan or plans including but without limitation those required to be given by the Matigara Panchayat

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bala

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

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Director

ROLEX COMMOSALE PVT. LTD.

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DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sher Chaudhary

DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalams

Director

NEEV LIFESTYLE LLP

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PARTNER

Samiti, State Government Department and Siliguri Development Authority or any other body constituted under the law or regulatory authority in respect of the said Premises without any conditions and restrictions regarding the use, development and occupation of any areas of the said Housing Complex for construction of the said Housing Complex and Owners shall Co-operate to the Developer for development of the same as envisaged herein in respect of the said premises to enable the Developer to erect and construct the said Housing complex without any restrictions and obstructions whatsoever.

2. It is agreed and recorded that the Developer shall register the said Housing Complex with the Real Estate regulatory Authority as a Developer/ Promoter of the said Housing Complex and shall be responsible for compliance of the various functions and duties under Real Estate (Regulation and Development) Act, of the West Bengal hereinafter referred 'RERA'.

VIII. COSTS FOR CONSTRUCTION/FINANCE

1. All costs, charges and expenses of whatsoever nature in respect of carrying out construction and completion of the said Housing Complex including approvals, permissions NOC and fees for sanction of the plan or plans shall be borne and paid by the Developer and the Owners shall not be liable to incur any kind of expenses in this regard.

HORIZON ISPAT COMPANY PVT. LTD.

Suman Belli

DIRECTOR

LOVELY MERCANTILE PVT LTD.

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Director

ROLEX COMMOSE PVT. LTD.

Ajankya

DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

Sar Choudhary

DIRECTOR

UJALMIA TEA PACKAGING PVT.LTD.

Gopal Dalang

Director

NEEV LIFESTYLE LLP

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PARTNER

2. That the Developer shall invest and arrange required finances for construction and completion of the said Housing complex from its own resources and provided however the Developer may obtain loans from any Banks and/or financial institutions without mortgage and creating any charge on the said premises provided further the Developer may borrow the finance from any Bank after investing a sum of **Rs.25,00,00,000/- (Rupees Twenty Five Crores)** only for initial construction of the Housing Complex. It is however made clear that Owners shall not deposit Original Title Deeds with any Bank or financier and the Developer shall arrange loan on the basis of its credit worthiness.

3. It is agreed and recorded that the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions or Private financiers and the Owners shall not be liable in any manner in respect of any loan to be obtained by the Developer provided however the Developer shall keep the said premises free from mortgage, charges and other encumbrances whatsoever. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

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IX. MANNER OF CONSTRUCTION BY DEVELOPER

1. That the Developer shall appoint and engage professional team of reputed Architects & Designers in consultation with the Owners to cause preparation of plans, layout, specifications and all other persons required for construction of the said Housing complex in phases and on such terms and conditions as the Developer may think fit and proper and the Developer shall bear and pay their fees, remunerations, wages, salaries and all other expenses of whatsoever nature in respect thereof.

2. That the Developer will cause to be prepared all plans, drawings, specifications applications and other papers and documents in such form and manner as may be required from time to time for the purpose of utilizing of maximum permissible constructed areas and shall apply to obtain necessary permissions and sanction from the Appropriate concerned Authorities for development of the said Premises by way of erection and construction of High rise buildings in the said Housing Complex comprising of various residential buildings and commercial complex and to provide specifications therein, provided however it is agreed and recorded that all such permissions, consents, approvals NOC and sanctions shall be obtained by the Developer for and on behalf of the Owners from the appropriate concerned authorities and Developer shall bear and pay all costs, charges fee, expenses as may be required in connection with the sanction of the plans of the said 'Housing Complex' and the Owners shall extend full support and cooperation as may be required from time to time.

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3. The Owners shall sign and execute from time to time through out the course of development all such papers and documents at the instance and/or request of the Developer for the purpose of obtaining such sanction/ approval or permissions of the plans together with modifications thereof or any other work in connection with the development and construction of the said Housing complex at the said Premises which are required to be signed by the Owners for the purpose and fulfilment of the terms of this agreement.

4. That the Developer shall appoint and employ the building contractors and sub-contractors to carry out the construction of the said Housing complex and the Developer will take all steps necessary to effectually procure the due performance and observance of the obligations and duties of the building contractor or sub-contractor as the case may be.

5. That the Developer for and on behalf of the Owners shall be entitled to apply for and obtain Power Electricity, water, sanitary, gas, telephone and other connection and/or any amenities and facilities of whatsoever nature as may be required in the said Housing Complex at its own cost and the Owners hereby accord their consent and further agrees to extend all necessary cooperation to the Developer for obtaining the same.

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6. That the entire construction work of the said Housing complex at the said Premises shall be with the knowledge and approval of the reputed architects and other professional appointed by the Developer and best materials required to be used for construction of the said Housing complex shall be used with the approvals of the said architects.

7. It is agreed and recorded that in view of what is stated hereinabove the Developer agrees to construct and complete the said Housing complex in accordance with the plan or plans to be sanctioned by the appropriate concerned authorities and Siliguri Development Authority as the case may be.

X. DURATION FOR COMPLETION

1. It is agreed and recorded that the Owners hereby grant permission to the Developer for the Purpose of carrying out construction of the said Housing Complex at the said Premises in accordance with the plan or plans to be sanctioned by the appropriate concerned authorities and the Siliguri Development Authority or any other authorities as the case may be.

2. It is agreed and recorded that the Developer shall immediately upon receipt of necessary permissions shall submit the plans of the said Housing Complex before the concerned authorities for necessary sanctions.

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3. The Developer shall make best efforts to obtain necessary sanction of the plans of the said Housing Complex from the concerned authorities of the said Housing Complex as early as possible but within 12 (twelve) months from the date of these presents.

4. It is agreed and recorded that the Developer shall complete the construction of the said entire said Housing Complex in a phasewise manner as stated and in the following manner :-

- i) Phase-1 Tower No.1 & 4 of the Housing Complex shall be completed within 3 (three) years 9 (nine) months i.e. by 31.12.2026.
- ii) Phase-2 Tower No.2 & 3 of the Housing Complex shall be completed within 5 (five) years i.e. by 31.03.2028.
- iii) Phase-3 Tower No.5 & 6 of the Housing Complex shall be completed within 5 (five) years i.e. by 31.03.2028.
- iv) Phase-4 Commercial constructed areas of the Housing Complex shall be completed within 6 (six) years i.e. by 31.03.2029.

5. It is agreed and recorded that the Developer shall be at liberty to obtain completion certificate and/or certificates of phasewise completion of Housing Complex in one or more parts from the concerned authorities.

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XI. SHARE ALLOCATION

1. In consideration of the development of the entire Housing Complex at the said Premises to be done in a phasewise manner by the Developer at its own costs and expenses which includes Owner's Share and in consideration of the construction of the said Housing Complex at the said Premises it is agreed by and between the Owners and the Developer that the entire Sale Proceeds of the constructed areas of the said Housing complex shall be divided and apportioned in the manner as stated hereunder:-

- i) Entire consideration of the 42.50% of the constructed areas of the said Housing Complex together with all the common areas, amenities and facilities therein together with undivided proportionate impartible share of the said leasehold land of the said Premises appertaining thereto shall belong to the Owners hereinafter called the "Owner's Share".
- ii) Entire consideration of the 57.50% of the constructed areas of the said Housing Complex together with all the common areas amenities and facilities therein together with undivided proportionate impartible share of the said leasehold land of the said Premises appertaining thereto shall belong to the Developer hereinafter called the "Developer's Allocation".

Provided however it is made clear that the Owners and Developer shall be entitled to apportion entire consideration amount to be received and appropriate the same in the proportion stated hereinabove subject to compliance of RERA.

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2. It is agreed and recorded that the entire common areas, car parking areas, open areas, roofs and all other areas together with common amenities and facilities/equipments of whatsoever nature of the said Housing complex shall also belong to the Owners and the Developer in the said proportion i.e. 42.50% to the Owners and 57.50% to the Developer.

3. It is agreed and recorded that the Owners and Developer shall transfer the entire consideration to be received in the Joint Bank's Account of the Owners and Developer to be opened for the purpose of transfer and assignment of the said Housing Complex immediately after sanction of the Plan.

4. It is agreed and recorded that for the convenience of the distributing of the consideration amount to be received for assignment and transfer of any area of the Housing Complex three separate Bank account shall be opened and First Bank account shall be operated jointly by the two persons one to be nominated by the Owners and another to be nominated by the Developer wherein entire consideration amount shall be deposited. Thereafter the consideration amount from the First Bank Account will be transferred into two separate accounts in proportion of their share i.e. 42.50% to the owners account which shall be exclusively operated by the owners and in another Bank account 57.50% of the share of Developer shall be transferred which will be operated exclusively by the Developer provided however it is made clear that consideration amount to be received by the Developer shall be appropriated by the Developer subject to compliance of the requirement of RERA.

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5. It is agreed and recorded that in case of construction cost of the commercial areas exceeds more than the costs of Residential building then the excess cost of commercial areas shall be shared by the Owners and Developer in the ratio of 42.50% by the owners and 57.25% by the Developer.

6. It is agreed and recorded that the said consideration amount of 42.50% to be deposited in the Bank account of the owners shall be distributed among five co-owners in the proportion and or ratio of share of their land as stated hereinabove.

XII. SECURITY DEPOSIT & ADVANCE

1. It is agreed and recorded that for the purpose of fulfilling its obligations as stated herein the Developer shall keep an interest free refundable Security Deposit of a sum of Rs.5,01,00,000/- (Rupees Five Crores One Lakh) only with the Owners, who hereby acknowledges receipt thereof for and on behalf of all the owners.

2. It is agreed and recorded that the said interest free Security Deposit of **Rs. 5,01,00,000/- (Rupees Five Crores One Lakh)** only shall be refunded by the Owners to the Developer out of their share of consideration to be realised after completion of the said Housing Complex.

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XIII. ASSIGNMENT AND TRANSFER OF CONSTRUCTED AREAS OF THE HOUSING COMPLEX :

1. That in consideration of development of the said Premises the Owners and the Developer shall jointly be entitled to assign and transfer constructed areas of the said Housing complex to be constructed at the said Premises unto and in favour of the intending assignees, Owners and Developer shall also be entitled to take advances pending construction of the said Housing Complex at the said Premises.

2. Subject to completion of the said Housing Complex by the Developer the Owners and the Developer shall apportion consideration and appropriate thereof in proportion to their respective ratio of share of the consideration of the said Housing complex.

3. It is agreed and recorded that the Owners and the Developer both shall jointly assign and transfer by way of assignment of the constructed areas of the said Housing complex together with undivided proportionate impartible share in land of the said Premises appertaining thereto and all rents, issues and profits arising in respect thereof shall be appropriated in respect of their respective share of the said Housing complex.

4. That in consideration of the Development of the said Premises by the Developer the Owners hereby agree and undertake to assign and transfer undivided proportionate impartible leasehold share of the land of the said Premises appertaining to the Flats/Apartments and other commercial constructed areas of the said Housing complex and similarly the Developer shall assign and transfer constructed areas of the said Housing Complex and shall execute and register the appropriate Deed or Deeds of the said Housing complex unto in favour of the assignees.

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5. That the owners shall be entitled to appropriate the consideration amount to be received in the proportion of the share of their land of the said premises held by them.

6. It is agreed and recorded that the Developer shall prepare monthly Statement of Account within 5 (five) days of the succeeding month in respect of the realisation of the consideration amount to be received for transfer and assignment of the constructed areas of the Housing Complex which shall be submitted by the Developer to the Owners and the Developer shall reimburse the consideration amount to the respective Bank Accounts of the Owners and Developer within 5 (five) days from the date of receipts thereof.

XIV. COMMON EXPENSES & EDC

1. It is agreed and recorded that besides the consideration amount receivable by the Owners and the Developer for assignment and transfer of the flats and other constructed areas of the said Housing Complex, the intending assignees shall also be liable to pay the Common Maintenance Expenses (CAM) interest free security deposit Municipal rates and taxes and other additional amenities and facilities to the Maintenance In Charge of the said Housing Complex.

2. It is further agreed and recorded that the intending assignees shall also pay extra charges, taxes, including GST, Deposits, and the amounts on various accounts hereunder written.

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XV. DELAYS

1. That the Developer shall complete the total construction of the said Housing complex in phase wise manner at the said Premises within a period of 5 (five) years of residential buildings and within 6 (six) years of commercial building of the said Housing Complex from the date of sanction of the plan as stated hereinabove.

2. If any event occurs which is beyond the control of the Developer including but not limited to fire, flood, explosion, riot, terrorist acts, strike, war, acts of government or any circumstances outside the reasonable control of the Developer which results in delay in carrying out construction of the said Housing Complex as stated in this Agreement then and in such an event time shall be extended to complete the construction of the said Housing Complex.

3. It has been agreed that in case of delay and/or default on the part of the Developer to complete the construction of the said Housing Complex subject to force majeure within the time and/or completion of the said Housing Complex as agreed hereinabove, then the time for completion of such construction may be extended by maximum of two years and thereafter completion time shall not be further extended.

4. That the Owners shall not assign and transfer their respective right title and interest of their respective land during the pendency of this agreement without written consent of the Developer and the Owners shall not do any acts deeds or things in course of construction whereby the Developer shall be prevented and/or disturbed from carrying out construction and completion of the said Housing complex at the said Premises in any manner whatsoever.

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5. It is agreed and recorded that after completion of five years if the construction is not completed then only subject to Force Majeure additional period of 2(two) years as stated above shall be extended to complete the construction of the said Housing Complex and thereafter the Developer shall pay damages to the owners and assignees to the owners depending upon the remaining unconstructed area till the completion of the said Housing Complex. The damages for the same will be applicable at the interest rate of 12%.

XVI. MARKETING AND SALES

1. The Owners and the Developer shall bear and pay all the costs charges and expenses of whatsoever nature in respect of marketing, advertising and promoting the said Housing complex in the ratio of 42.50% by the Owners and 57.50% by the Developer, subject that the expenses shall not exceed 1% of the total sales. Brokerage or commission for sale and transfer of the constructed areas of the said Housing complex shall also be borne and paid proportionately by the Owners and Developer in accordance with their respective ratio of share.

2. It is agreed and recorded that the Owners and Developer and/or their respective intending assignees shall be liable to bear and pay works contact, GST or any other kind of other taxes or imposition or burden as may be payable and/or applicable.

XVII. POWER AND RESTRICTIONS

1. That the Owners shall grant a Power of Attorney in favour of their nominee or nominees to act on their behalf and to do all acts, deeds or things as may be required for the approval/ sanction of the plan for the purpose of the development and construction of the said Housing Complex at the said Premises.

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2. That during the subsistence of this agreement the Owners shall not let out or lease or mortgage or create any charge of the said Premises or any part thereof.
3. That the Owners hereby appoint the Developer to act as Promoter under the provisions of the RERA with respect to the Development of the said Housing Complex.

XVIII. OBLIGATIONS OF DEVELOPER

1. That the Developer shall be under obligation to obtain phasewise completion certificate immediately after completion of the construction of the said Housing Project in accordance with the Provisions of RERA, provided however, the Developer shall complete the construction of the said Housing Complex within the stipulated time is stated hereinabove.
2. That the Owners and Developer shall frame a scheme for the management and administration of the said Housing complex to be constructed at the said Premises and all intending assignees and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the said Housing complex.
3. That as and when the construction of the Housing Complex or any Phase of the construction is completed by the Developer and the same is ready for occupation, the Developer shall give written notice to all the intending assignees to occupy their respective constructed areas in the said Housing complex and within 30 (thirty) days from the date of the said notice intending assignees shall be liable for payment of their share of proportionate maintenance charges and rates and taxes and duties or any impositions payable in respect thereof.

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XIX. DRAFTING OF DEEDS & DOCUMENTS

1. That all Agreements, Deeds of assignment/Transfer and or other Documents which are required to be executed and registered for assignment of the constructed areas together with undivided proportionate impartible share of the land appertaining thereto shall be drafted by competent legal experts which shall maintain uniformity as far as possible in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Flats/Apartments and other commercial constructed areas of the said Housing complex and the Owners and Developer shall from time to time execute and register all such Agreements, Deeds of Assignment and other Deeds of Transfer and in favour of intending Assignees and shall do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the parties herein and for perfecting the powers and authorities herein expressly granted.

2. That the Owners and Developer shall not change alter and/or deviate the said uniform Agreement for Sale, Deeds of assignment/Transfer and/or other documents.

XX. SPECIFIC PERFORMANCE

1. In case the Owners fails to execute the Deeds of Assignment/Transfer in favour of the intending Assignees in respect of the Flats/Apartments and other constructed areas of the Housing complex then the Developer shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the Owners to the Developer.

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PARTNER

2. In case the Developer fails to sign and execute Deeds of Assignment / Transfer and other Deeds and documents in favour of the intending Assignees then the Owners shall be entitled to file suit for specific performance and all the costs, charges and expenses on account of filing of the suit and damages shall be payable by the Developer to the Owners.

XXI. NAME OF THE HOUSING COMPLEX

It is agreed and recorded that the said Housing Complex shall be named **BEAUMONDE**.

XXII. JOINT DEVELOPMENT

It is agreed and recorded that this agreement will be treated as Joint Development agreement by and between the Owners and the Developer and the Developer shall have right to develop the said Premises on the terms as envisaged herein.

XXIII. INDEMNITY

1. That the Owners shall keep the Developer indemnified against all liabilities of the said Premises and the Developer shall keep the Owners indemnified against all kinds damages that may arise in course of construction and completion of the said Housing complex at the said Premises.

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2. The Developer will enforce the defects claims and demands against contractor or sub-contractor as the case may be within appropriate time and will hold proceeds of such claims.

3. It is agreed and recorded that Owners and the Developer shall mutually indemnify and keep indemnified each other against all actions suits losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owners and Developer on account of or arising out of any breach of any of these terms or any law rules or regulations or otherwise howsoever.

XXIV. TERMINATION

1. In case the Developer is unable to complete the construction of the said Housing Complex due to lack of finance or any other reason whatsoever then the owners shall be entitled to terminate this agreement and the owners shall be entitled to complete the construction of the Housing Complex at their own further costs and expenses and upon termination and/or cancellation of this agreement the Owners shall make payment of the cost of construction incurred by the Developer as well as on account of Architect's fees, sanctions and other permissions fees and expenses incurred relating to the construction to be certified by the Valuer of the said housing complex. Provided however, it is made clear that in case of termination of this Agreement the said interest free Security Deposit given by the Developer to the Owners shall be forfeited.

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2. It is agreed and recorded that upon termination and/or cancellation of this agreement the Developer shall not have right title and interest in the said Housing project. The Developer shall not obstruct the owners for the completion of the construction of the said Housing Complex

3. It is however expressly agreed by and between the parties hereto that the Owner shall be liable to make payment of all such amounts to the Developer only after completion of the said Housing Complex out of consideration amounts from the intending assignees upon transfer of the constructed areas of the said Housing Complex.

4. It is also agreed and recorded that in case of failure and/or delay on the part of the Developer to complete the construction of the said Housing Complex within stipulated time and/or fails to handover possession of the constructed areas to the assignees with all common amenities and facilities then entire interest amount payable to the Assignees for delay in handing over the constructed area the Developer alone shall be liable to pay interest under RERA West Bengal and the Owners shall not be liable to bear and pay the same.

XXV. ARBITRATION AND GOVERNING LAW

All disputes and differences between the parties arising out of this agreement shall be referred to a single arbitrator in the exclusive jurisdiction of Siliguri and venue of arbitration shall be at Siliguri in accordance with the provisions of Arbitration and Conciliation Act 1996 together with modifications thereof for the time being in force whose decision shall be final and binding on all the parties provided the same are not amicably settled.

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XXVI. WAIVERS

No waiver by either party of any default by the other party in the performance of any particular term of this Agreement shall invalidate any other terms of this Agreement or operate as a waiver of any future default, whether like or different in character.

XXVII. MODIFICATION

This Agreement may be modified only by a written document signed by both the parties i.e. owners and Developer. A purported oral modification shall not be effective.

XXVIII. SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of them shall not affect or impair the validity or enforceability of the remainder.

XXIX. ASSIGNMENT

The Agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other party and any such attempted of assignment or transfer shall be void.

XXX. HEADINGS

Paragraph headings are for the purpose of convenience and identification only and shall not be used to interpret or construe this Agreement.

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THE FIRST SCHEDULE ABOVE REFERRED TO :

(SAID PREMISES)

**SCHEDULE OF THE AMALGAMATED LANDED PROPERTY
ON WHICH RESIDENTIAL CUM COMMERCIAL COMPLEX
SHALL BE CONSTRUCTED ON SCHEDULED LAND**

ALL THAT piece and parcel of land measuring 12.30 acres comprised in R.S. Plot No.299 corresponding to L.R. Dag No.811, R.S. Plot No. 305 corresponding to L.R. Dag No.810, R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 336 corresponding to L.R. Dag No.819, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 440 corresponding to L.R. Dag No.801, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804, recorded in L.R. Khatian No. 1430,1431,1432,1530 & 1531, situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder and butted and bounded as follows :

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
299	811	1.36
305	810	0.09
335	759	3.05
336	819	0.23
338	761	2.52
439	720	3.52
440	801	0.20
446	736	0.26
447	737	0.27
470	804	0.80
	Total	12.30

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bedia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

afar
Director

ROLEX COMMOSEALE PVT. LTD.

Agarwal
DIRECTOR

37

K. B. TEA PRODUCT PVT. LTD.

Sher Choudhury
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmi
Director

NEW LIFESTYLE LLP

[Signature]

PARTNER

The Land is butted and bounded as follows :-

- ON THE NORTH : By Road ;
ON THE SOUTH : By Land of Luxmi Township & Holdings Ltd.;
ON THE EAST : By Land of PCM Chemicals Pvt. Ltd.;
ON THE WEST : By PWD Road ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART – I

Land Belongs to HORIZON ISPAT COMPANY PRIVATE LIMITED

ALL THAT piece and parcel of homestead land measuring 4.10 acres comprised in R.S. Plot No.299 corresponding to L.R. Dag No.811, R.S. Plot No. 305 corresponding to L.R. Dag No.810, R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 336 corresponding to L.R. Dag No.819, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 440 corresponding to L.R. Dag No.801, R.S. Plot No. 446 corresponding to L.R. Dag No.736, under R.S. Khatian No.260 corresponding to L.R. Khatian No.1430 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder and butted and bounded as follows :

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

ofar
Director

ROLEX COMMOSE PVT. LTD.

Agarwal
DIRECTOR

38

K. B. TEA PRODUCT PVT. LTD.

S. B. Choudhary
DIRECTOR

UALMIA TEA PACKAGING PVT. LTD.

Gopal Dalwadi
Director

NEEV LIFESTYLE LLP

Partner

PARTNER

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
299	811	1.05
305	810	0.09
335	759	0.96
336	819	0.19
338	761	0.55
439	720	1.03
440	801	0.19
446	736	0.04
	Total	4.10

The Land is butted and bounded as follows :-

- ON THE NORTH : By Land for road belonging to Horizon Ispat Company Private Limited, Lovely Merchantile Private Limited, Rolex Commosale Private Limited, Global Mercantile Pvt. Ltd. and PCM Chemicals Pvt. Ltd.
- ON THE SOUTH : By Plot No.335/759 (P);
- ON THE EAST : By Land of PCM Chemicals Pvt. Ltd.;
- ON THE WEST : By Land of Lovely Merchantile Private Limited;

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bera

DIRECTOR

LOVELY MERCANTILE PVT. LTD.

Sofar

Director

ROLEX COMMOSALE PVT. LTD.

Agarwal

DIRECTOR

39

K. B. TEA PRODUCT PVT. LTD.

S L Choudhury

DIRECTOR

DALMIA TEA PACKAGING PVT.LTD.

Gopal Dalmia

Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

PART - II

Land Belongs to ROLEX COMMOSALE PRIVATE LIMITED

ALL THAT piece and parcel of homestead land measuring 2.87 acres comprised in R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804, under R.S. Khatian No.260 corresponding to L.R. Khatian No.1431 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder and butted and bounded as follows :-

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
335	759	0.637
338	761	0.588
439	720	0.784
470	804	0.56
446	736	0.112
447	737	0.189
	Total	2.87

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

afar
Director

ROLEX COMMOSALE PVT. LTD.

Agarwal
DIRECTOR

40

K. B. TEA PRODUCT PVT. LTD.

S. S. Choudhury
DIRECTOR

UALMIA TEA PACKAGING PVT.LTD.

Gopal Dalmia
Director

NEEV LIFESTYLE LLP

[Signature]
PARTNER

The Land is butted and bounded as follows :-

- ON THE NORTH : By Land for road belonging to Horizon Ispat Company Private Limited, Lovely Merchantile Private Limited, Global Mercantile Pvt. Ltd. and PCM Chemicals Pvt. Ltd.
- ON THE SOUTH : By Land of Luxmi Township & Holdings Ltd. and old PWD Road;
- ON THE EAST : By Land of Lovely Merchantile Private Limited
- ON THE WEST : By Land of Luxmi Township & Holdings Ltd.

PART – III

Land Belongs to LOVELY MERCANTILE PRIVATE LIMITED

ALL THAT piece and parcel of homestead land measuring 4.10 acres comprised in R.S. Plot No.299 corresponding to L.R. Dag No.811, R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 336 corresponding to L.R. Dag No.819, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 440 corresponding to L.R. Dag No.801, R.S. Plot No. 446 corresponding to L.R. Dag No.736, under R.S. Khatian No.260 corresponding to L.R. Khatian No.1432 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder and butted and bounded as follows :

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

afu
Director

ROLEX COMMOSE PVT. LTD.

Agarwal
DIRECTOR

41

K. B. TEA PRODUCT PVT. LTD.

Sush Chaudhary
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dabhi
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
299	811	0.31
335	759	1.18
336	819	0.04
338	761	1.13
439	720	1.37
440	801	0.01
446	736	0.06
	Total	4.10

The Land is butted and bounded as follows :-

- ON THE NORTH : By Land for road belonging to Horizon Ispat Company Private Limited, Lovely Merchantile Private Limited, Rolex Commosale Private Limited, Global Mercantile Pvt. Ltd. and PCM Chemicals Pvt. Ltd.
- ON THE SOUTH : By Plot No.334/550;
- ON THE EAST : By Land for road transferred to Horizon Ispat Company Private Limited ;
- ON THE WEST : By Land of Rolex Commosale Private Limited ;

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bera
DIRECTOR

LOVELY MERCANTILE PVT LTD.

[Signature]
Director

ROLEX COMMOSE PVT. LTD.

[Signature]
DIRECTOR

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K. B. TEA PRODUCT PVT. LTD.

[Signature]
DIRECTOR

DALMIA TEA PACKAGING PVT.LTD.

[Signature]
Director

NEEV LIFESTYLE LLP

[Signature]
PARTNER

PART - IV

Land Belongs to K.B. TEA PRODUCT PVT. LTD.

ALL THAT piece and parcel of homestead land measuring 0.615 acres comprised in R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804 under R.S. Khatian No.260 corresponding to L.R. Khatian No.1530 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder:

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
335	759	0.1365
338	761	0.1260
439	720	0.1680
446	736	0.0240
447	737	0.0405
470	804	0.1200
	Total	0.615

HORIZON ISPAT COMPANY PVT. LTD.
Suman Debi
DIRECTOR

LOVELY MERCANTILE PVT. LTD.
ofa
Director

ROLEX COMMOSE PVT. LTD.
Aparna
DIRECTOR

43

K. B. TEA PRODUCT PVT. LTD.
Shash Chandra
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.
Gopal Dalma
Director

NEEV LIFESTYLE LLP
Partner
PARTNER

The Land is butted and bounded as follows :-

- ON THE NORTH : By Land of Horizon Ispat Company Private Limited and Others .
- ON THE SOUTH : By Land of Luxmi Township and Holdings Limited;
- ON THE EAST : By Land of Lovely Mercantile Company Private Limited;
- ON THE WEST : By Land Land of Luxmi Township and Holdings Limited ;

PART – V

Land Belongs to DALMIA TEA PACKAGING PRIVATE LIMITED

ALL THAT piece and parcel of homestead land measuring 0.615 acres comprised in R.S. Plot No. 335 corresponding to L.R. Dag No.759, R.S. Plot No. 338 corresponding to L.R. Dag No.761, R.S. Plot No. 439 corresponding to L.R. Dag No.720, R.S. Plot No. 446 corresponding to L.R. Dag No.736, R.S. Plot No. 447 corresponding to L.R. Dag No.737, R.S. Plot No. 470 corresponding to L.R. Dag No.804, under R.S. Khatian No.260 corresponding to L.R. Khatian No.1531 situate lying at Mouza Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal as stated hereunder :

HORIZON ISPAT COMPANY PVT. LTD.

Suman Bhatia
DIRECTOR

LOVELY MERCANTILE PVT. LTD.

afar
Director

ROLEX COMMOSALE PVT. LTD.

Agarwal
DIRECTOR

44

K. B. TEA PRODUCT PVT. LTD.

Sun Chandra
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia
Director

NEEV LIFESTYLE LLP

[Signature]

PARTNER

R.S. Dag No.	L.R. Dag No.	Area (In Acres)
335	759	0.1365
338	761	01260
439	720	0.1680
470	804	0.1200
446	736	0.0240
447	737	0.0405
	Total	0.615

The Land is butted and bounded as follows :-

- ON THE NORTH : By Land of Horizon Ispat Company Private Limited and Others .
- ON THE SOUTH : By Land of Luxmi Township and Holdings Limited;
- ON THE EAST : By Land of Lovely Mercantile Company Private Limited;
- ON THE WEST : By Land Land of Luxmi Township and Holdings Limited ;

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

WITNESSES:

1.

The contents of this document has been gone through and understood personally by the Vendors and the Purchaser.

K. B. TEA PRODUCT PVT. LTD.

Sush Choudhary
DIRECTOR

HORIZON ISPAT COMPANY PVT. LTD.

Saurav Debi
DIRECTOR

DALMIA TEA PACKAGING PVT. LTD.

Gopal Dalmia
Director

LOVELY MERCANTILE PVT. LTD.

ifor
Director

ROLEX COMMOSE PVT. LTD.

Aganukh
DIRECTOR

**SIGNATURE OF THE ASSIGNORS/OWNERS
NEEV LIFESTYLE LLP**

[Signature]

SIGNATURE OF THE DEVELOPER

Drafted and explained by me to parties & printed in my office :

(AJAY KUMAR MITRUKA)

Advocate, Siliguri.
Enrol No. WB/797/2006.