

DEED OF CONVEYANCE

This Deed of Conveyance is made on this the _____ day of _____, 202_____,

AREA	: All that one Residential Flat No. _____ on the _____ Floor of Block/Tower _____ of the Building named as _____ containing by ad measurement _____ Square Feet including super built up area together with the undivided proportionate share in all common parts portions areas facilities and amenities and together with the undivided proportionate share in the land comprised in the said premises attributable thereto.
CONSIDERATION	: RS. _____ /-
MOUZA	: Ujanu
J.L. NO.	: 86
PANCHAYAT	: Matigara Panchayat Samity
PARGANA	: Patharghata
POLICE STATION	: Matigara
SUB- DIVISION	: Siliguri
A.D.S.R.O	: Siliguri – II at Bagdogra
DISTRICT	: Darjeeling
BUILDING HOUSING COMPLEX	: _____

By and Between

Mr. / Ms. _____, (PAN: _____) (Aadhar No. _____) son / daughter/ wife of _____, _____ by nationality, _____ by occupation, residing at _____, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **FIRST PART**.

AND

- (1) **HORIZON ISPAT COMPANY PRIVATE LIMITED**, (CIN : U27100WB2008PTC125158), (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 : U70102WB2007PTC118417), (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 ShyamVatika, 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 : U51909WB2011PTC159754), (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 Manohar Agarwal, residing 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 PRIVATE LIMITED**, (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 **SHRI 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, Mahabirathan, Siliguri, Post Office and Police Station- Siliguri, Pin -734004 in the District of Darjeeling, West Bengal, represented by one of its Director **SHRI GOPAL DALMIA** (PAN: BVFPD2296G), Son of Late Raj Kumar Dalmia, residing at Mahabirathan, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, Pin-

734004, West Bengal, vide resolution dated 20.02.2023, hereinafter collectively referred to as “**OWNERS**” (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 **SECOND PART**.

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 Partners **SHRI 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, and **SHRI NARAYAN PRASAD AGARWAL** (PAN : ACKPA8811B), son of Late Shreechand Agarwal, resident of Uttar Rathkhola, Bhimram, Naxalbari, District - Darjeeling, Pin - 734429, West Bengal, hereinafter called the “**DEVELOPER**” (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**.

The Developer and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Developer has represented to the Purchaser that:
- (i) **The Owners/ First Part** is the absolute and lawful owner of piece and parcel of land measuring **12.30 Acres** more or less, from its lawful vendors (hereinafter referred to as the “**Larger Land**”) 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, (“**Said Land**”) vide sale deed(s) vide Deed No. 3505 year 2019, Deed No.

1848 year 2018, Deed No. 1849 year 2018, Deed No. 1846 year 2022 and Deed No. 1847 year 2022, at the office of the Sub-Registrar Siliguri –II at Bagdogra.

The Plot of Land is bound and butted 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

All that Land is bound and butted as follows:-

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

- (ii) The Owners entered into a Development Agreement dated _____ Registered Document No. _____ in the year 2023 (hereinafter referred to as the “**DEVELOPMENT AGREEMENT**”) with Neev Lifestyle LLP for developing and constructing a Housing Complex on the said Land for the consideration and subject to terms and conditions.
- (iii) The Developer has a scheme to develop the Larger Land in different phases in the manner as may be decided by the Developers which would comprise of multistory apartments, multistory Commercial Building, Club, Commercial units, Mall cum Hotel and other such necessary amenities and facilities as may be decided by the Owner and Developers. The entire development of the Larger Land is christened as “**BEAUMONDE**” (the “Housing Complex”).
- (iv) Presently, the Developers has decided to develop a demarcated portion of the Larger Land, i.e. **03 Acres** [equivalent to **12140.6 Square Meter**] [equivalent to **130680 Square Feet**] more or less, (hereinafter referred to as the “**Beaumonde Phase I Land**”), and **03 Acres** [equivalent to **12140.6 Square Meter**] [equivalent to **130680 Square Feet**] more or less, (hereinafter referred to as the “**Beaumonde Phase II Land**”). The Beaumonde Phase-I & Phase-II land will be developed with multistory apartments, club and other such necessary infrastructure, amenities and facilities in the

manner and at time as may be decided by the Developers, this development will be christened as “Beaumonde Phase-I & II”.

- (v) The Developer in future may develop the balance portion (i.e 6.30 Acres) of the Larger Land (hereinafter referred to as the “**Future Development Land**”). The Future Development may come up with multistory Apartments, Commercial units, Mall cum Hotel and/or such other development with such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by the Owners and Developers to approved by the concerned authority (ies).
- (vi) The fire tender path or any area, which is shown in the present sanctioned master plan shall be re-routed to connect with main loop road during development/implementation of the subsequent phases of the Beaumonde. The Purchaser hereby gives his/her/their/it’s consent for the above-mentioned modification in future which will always be done with prior approval/sanction of the concerned authority (ies).
- (vii) The Promoter has got an integrated master plan/site plan sanctioned for land measuring **06 Acre** [equivalent to **24281.1Square Meter**] [equivalent to **261360 Square Feet**] [more or less, in Mouza : Ujanu, J.L. No.86, Pargana Patharghata under P.S. Matigara in the District of Darjeeling, West Bengal, (which includes the Beaumonde Phase- I & II Land and the proposed development thereon), by the Matigara Panchayat Samity with various facilities to be developed therein. The Matigara Panchayat Samity vide their letter dated dated **01.08.2023 (Order No. 708/MPS/Planning)** granted sanction of the integrated plans, proposed development and construction on the above-mentioned land. The Project (defined hereinafter) is part of the integrated/composite layout plan mentioned above.

It is hereby clarified that since the Beaumonde/ Housing Complex will be developed in different phases, the Developer will be entitled to modify, alter and change the layout plan of the land area beyond the Project Land in the manner as may be decided by the Developer at its sole and absolute discretion and as may be approved by the concerned authorities and the Purchaser hereby records its consent to the same.

- (viii) It is hereby disclosed and clarified that the remaining portion of the Larger Land (i.e. excluding the Project Land) is out of the purview and ambit of this agreement/these presents and shall continue to be held and possessed by the Developer solely exclusively and absolutely with right to use, enjoy and develop, sale and transfer as the Developer may deem fit and proper in its absolute discretion and the Purchaser shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein (other than what is being explicitly agreed to be conveyed/transferred/shared by these presents) nor the Purchaser will have any claim or demand with regard thereto nor object to alienation or development of the same(hereinafter referred to as the “Adjoining Land”).
- (ix) It is expressly agreed, understood and clarified that both the Project Land and the Adjoining Land are and shall always remain independent and separate properties, notwithstanding the fact that an integrated master plan and layout plan has been sanctioned for both the Project Land and the Beaumonde Phase- I & II Land and/or any other map/plan which may be sanctioned for the

Adjoining Land (with revision of the existing map/plan or a fresh map/plan therefore). Accordingly, the ownership of the Purchasers of different real estate projects in the Housing Complex shall remain restricted to their respective real estate projects only which will be registered under the Act.

- B. The Developer has been registered as a separated Real Estate Project under the provisions of the Area Estate (Regulation and Development) Act, 2016 (the Act) with the West Bengal Real Estate (Regulation and Development) Authority at __no.__ under Registration No _____
- C. The Purchaser had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted ALL THAT Apartment No. _____ having carpet area of square feet, type , on _____ floor in tower name. ("Building") along with _____ closed parking no. _____ measuring square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining purchasers of Project and with the Developer in respect of the unallotted Apartments in the Project (hereinafter collectively referred to as the "Project Common Areas"), more particularly described in "Part-I" of "Schedule-"C" & the specifications, amenities and facilities which are part of the project, more particularly described in "Schedule-D" hereto AND TOGETHER WITH the irrevocable right to use certain facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or different phases of development in the Adjoining Land and the Developer (all hereinafter collectively referred to as the "Shared Common Areas" and more particularly described in "Part-II" of "Schedule-C" hereto) (hereinafter collectively, referred to as the "Apartment", and demarcated in colour _____ on the Floor Plan of the Apartment is annexed hereto as "Plan-B").
- D. By an allotment letter dated _____ ("Allotment Letter") the Developer had allotted the Apartment and the Purchaser accepted such allotment for a total price of Rs. _____ (Rupees _____) only ("Total Price") and on the terms and conditions as mentioned therein.
- E. By an Agreement for Sale dated and registered in the office of West Bengal, recoded in Book _____ Volume Number Page from to , Being No for the year (hereinafter referred to as the "Agreement for Sale") the Developer agreed to sell and the Purchaser agreed to purchase of the Apartment with all rights, title, interest and the properties appurtenant thereto for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications etc, applicable to the Project and their mutual rights and obligations.
- F. The Developer has since then completed the construction of the Project including the Apartment and has been issued the Completion Certificate for the Project, i e, _____ vide No. _____ dated _____ by the _____ .
- G. The Purchaser has from time to time paid the Total Price as mutually agreed and recorded in the Agreement for Sale.
- H. The Developer called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- I. Before taking possession of the Apartment, the Purchaser has:

- a. seen and examined the Project Plan, specifications, components of the Project Common Areas and the Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself/herself in that regard and confirms that shall not make any claim or demand whatsoever against the Developer concerning the same, save and except, as mentioned in Clause 6 herein;
- b. satisfied itself about the title of the Developer to the Project Land and the right of the Developer, the Plan of the Project (which is a portion of the integrated plan sanctioned for the Beaumonde Phase-I & II Land), the materials used in the Apartment and appurtenances thereto, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same,

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Developer to and in favour of the Purchaser.

1. NOW THEREFORE, THIS DEED OF CONEYANCE WITNESSETH THAT :

1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Developer hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT Apartment No , more particularly described and detailed in of "Schedule-B", and demarcated in colour on the Floor Plan of the Apartment is annexed hereto as "Plan-B", TOGETHER WITH the Project Common Areas i e pro rata undivided, impartible and variable share in the common areas as defined under clause (n) of Section 2 of the Act, parts, portions, specifications, amenities, installation and facilities of the Project in common with the remaining purchasers of Project and with the Developer in respect of the unallotted Apartments in the Project hereto AND TOGETHER WITH the Shared Common Areas (i e irrevocable right to use certain facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or different phases of development in the Adjoining Land and the Developer) ALONG WITH all rights, benefits liberties, privileges, sewers, drains easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land AND. FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project Common Areas and the Shared Common Areas.

- 1.2 Unless contrary to the context, the capitalised term 'Apartment (defined above) wherever used in this Deed of Conveyance shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
- a) The Adjoining Land or any part thereof;
 - b) The Shared Common Areas;
 - c) Retained Land and any structure thereon i.e. the _____
- 1.4 It is expressly clarified herein that in respect of the residential apartment and other spaces, properties and other rights comprised in the Project and/or Beaumonde/ Housing Complex which are not intended to be transferred to the Purchaser as aforesaid, the Developer shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them: in its absolute discretion, without any reference or objection of to the Purchaser The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights granted hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/ purchasers and/or of the Developer.
- 1.6 The Purchaser shall be entitled TO HAVE AND TO HOLD the Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and, without: creating any hindrance relating to the rights of the Developer and any other purchaser of the Project and/or the other towers/phases comprised in the Beaumonde.
- 1.7 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed of Conveyance, which shall be covenants running with the said Apartment in perpetuity.

2. **MAINTENANCE OF THE PROJECT COMMON AREAS AND THE SHARED COMMON AREAS:**

The Developer shall be responsible to provide and maintain essential services of the Project Common Areas and the Shared Common Areas (collectively referred to as the "Common Areas") by themselves or through a maintenance agency appointed by the Developer ("Maintenance Agency") till the taking over of the maintenance of the Project Common Areas by the association/society/association of persons (whether registered or unregistered)/group of Apartment owners coming forward to take over maintenance and management of the Project Common Areas (hereinafter referred to as the "Project Association") and the Shared Common Areas by the federation of all the project associations at Beaumonde/Housing Complex (hereinafter referred to as the "Federation") respectively.

The charges for maintenance of the Common Areas as defined above are collectively referred to and be understood as the Maintenance Charges.

The Maintenance Charges for 1 (one) year from the deemed date of possession _____ of the Apartment ("Interim Maintenance Period") has been included in the Total Price of the Apartment and is defined as "Interim Maintenance Charges".

The terms and conditions of payment of Maintenance Charges are more fully described below:

- a. **Project Maintenance Charges:** The Purchaser shall pay in advance to the Developer (including any agency nominated by it) or Project Association, as the case may be, such charges at such rate as may be decided by the Developer/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Project Common Areas ("Project Maintenance Charges").

The Project Maintenance Charges shall remain liable to increase from time to time by the Developer/Project Association.

So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Developer or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Project Maintenance Charges for a period of 1(one) year from the deemed date of possession (_____) of the Apartment in terms of the Agreement for Sale has been collected by the Developer, which is included in the Total Price of the Apartment.

After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the Project Maintenance Charges to the Developer or it's nominated agency (les) or to the Project Association as the case may be either on monthly or quarterly basis as may be decided by the Developer/Association.

- b. **Shared Maintenance Charges:** The Purchaser shall pay in advance to the Developer (including any agency nominated by it) or Federation, as the case may be, such charges at such rate as may be decided by the Developer/Federation from time to time by the 7th (seventh) of each month in advance without any abatement for the maintenance of the Shared Common Areas ("Shared Maintenance Charges")

The Shared Maintenance Charges shall remain liable to increase from time to time by the Developer/Federation.

So long as the maintenance of the Shared Common Areas are not handed Over to the Federation, the maintenance activities will be operated by the Developer or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance.

The Shared Maintenance Charges for a period of 1 (one) year from the deemed date of possession (_____) of the Apartment in terms of the agreement for Sale has been collected by the Developer, which is included in the Total Price of the Apartment.

After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the Shared Maintenance Charges to the Developer or it's nominated agency (ies) or to the Federation, as the case may be either on monthly or quarterly basis as may be decided by the Developer/Nominated Agency/Federation.

Till formation of the Federation, the Project Association/Promoter/Nominated Agency shall be liable to collect the proportionate Shared Maintenance Charges from the purchasers of Project and handover/pass on the same to the Developer or it's nominated agency or to the Federation, as the case may be, by 7th day from the close of a month.

For the purposes of this clause, the expression, "proportionate Shared Maintenance Charges" shall mean 50% of total Maintenance Charges

It is further clarified that after the Interim Maintenance Period, the Maintenance Charges for the Project Common Areas and the Shared Common Ares shall remain liable to increase from time to time by the Developer/Association/Federation, as the case may be.

It is assumed that the Project Association shall be formed, and maintenance and management of the Project Common Areas will be taken over by the purchasers within a period of 2 (two) years from the date of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

In case the formation of the Project Association is delayed: beyond 2 (two) years period from the date of completion of the Project, the Developer may provide and maintain the essential common services in the Project till the Project Association is formed and the Project is handed over to the Project Association and the Purchaser shall pay without any demur and delay to the Developer, the Project Maintenance Charges as may be decided by the Developer or it's nominated agency for providing such maintenance or may hand it over to the Competent Authority under the Act.

2.1 Formation of Association:

Project Association: In order to ensure the effective and proper management and maintenance of the Project Common Areas, all the purchasers of the Project shall form an association in the manner as provided under the applicable local law Upon formation of the Project Association, the Developer shall transfer the Project Common Areas to the Project Association along with the responsibility to maintain the Project Common Areas.

It is incumbent on the purchasers to complete the formalities of becoming members of Project Association and also to comply with the Rules and Bye-laws of the Project Association.

The Developer shall at an appropriate time within a maximum period of 2 (two) years from the Date of receiving Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall

notify the purchasers to form Association in accordance with the West Bengal Apartment Ownership Act, 1972 OR such other law(s) which may be appropriate for formation of an association of the owners of the Project, so as to enable them to constitute/form such Project Association The Purchaser, when called upon to do so by the Developer, shall execute the necessary Declaration/documents, for submission of the Project to the provisions of the Apartment Ownership Act, 1972, OR such other law(s) which may be appropriate for formation of owners' association of the Project, to enable the formation of the Project Association, either by himself or through their attorneys, as may be advised by the Developer for smooth and hassle free completion of the whole process.

The Purchaser may also be required to sign and execute such other forms, papers, affidavits and any other paper so that the association/society/committee (registered or unregistered) may be formed under any other law appropriate for formation of the Project Association.

Federation: In order to ensure the effective and proper management and maintenance of the Shared Common Areas in the Housing Complex/Beaumonde all the project associations formed in respect of the projects on the Beaumonde Phase I & II Land and/or project associations on the Adjoining Land shall form a federation as provided under the applicable laws (hereinafter referred to as the "Federation") Upon formation of the Federation, the Developer shall transfer/handover the Shared Common Areas to the Federation along with the responsibility to maintain the Shared Common Areas.

Provided that if such Federation cannot be formed due to reasons not attributable to the Developer, the Shared Common Areas shall then, at the discretion of the Developer, be transferred to each of the project associations of the Beaumonde/ Housing Complex proportionately and thereafter the said associations shall collectively takeover the maintenance of the Shared Common Areas.

2.2 In case the Developer has to maintain the Common Areas beyond the Interim Maintenance Period, (hereinafter referred to as the "Extended Interim Maintenance Period", the Rules/Bye Laws to regulate the use and maintenance of the Common Areas, during the Interim Maintenance Period and the Extended Interim Maintenance Period (if any), be framed by the Developer with such terms & conditions/restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the restrictions as prescribed under the West Bengal Apartment Ownership Act, 1972 OR such other law(s) which may be appropriate for formation of an association of the owners' of the Project and such other restrictions as may be required to be there in any other applicable law(s) for the purpose of smooth and proper maintenance of the Common Areas of the entire scheme of development on the Housing Complex/Beaumonde.

2.3 Maintenance Security Deposit: The Purchaser has paid to the Developer an non-interest bearing non refundable security deposit amount towards the Project Maintenance Charges and Shared Maintenance Charges calculated on the basis of 1 (one) year Maintenance. At the time of taking over of management and maintenance of the respective Project Common Areas by the respective associations, the Maintenance Security Deposit shall be handed over by the Developer to the respective associations in such manner so that 50% of the same is handed over to the Federation after it's formation PROVIDED HOWEVER, prior to handing over the Maintenance Security Deposit to the respective project associations and Federation, the Developer shall be fully entitled and the Purchaser hereby authorizes the Developer to deduct any/all amount of expenditure made by it towards the maintenance, management, upkeep and security of the Project Common Areas and the Shared Common Areas out of deposits as well as the non-receipt of any

Project and/ or Shared Maintenance Charges from the Purchaser and the Developer shall be liable to give due account of such deductions to the respective associations.

2.4 Maintenance Corpus/Sinking Fund: The Purchaser has paid to the Developer an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("Maintenance Corpus/Sinking Fund") which has been included in the Total Price of the Apartment. All tax liabilities on account of Maintenance Corpus/Sinking Fund has to be borne by the Purchaser. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Developer as a trustee of the purchasers of the Project without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with interest which will be calculated on the basis of prevailing general interest rate on fixed deposits of 3 (three) years tenure offered by SBI (excluding any special rate) and the same (net of Income Tax) will be handed over to the Project Association and the Federation proportionately at the time of taking over maintenance and management of the Shared Common Areas by the Federation, subject to adjustment/recovery of any expenses incurred by the Developer on account of major repairs, renovation and/or reconstruction of any of the Common Areas. The Purchaser will be required to replenish their contribution towards Maintenance Corpus/Sinking Fund on receipt of any utilization of the Maintenance Corpus/Sinking Fund towards major repair, maintenance and replacement of infrastructure facilities including but not limited to STP (serving entire Beaumonde/Housing Complex), transformer(s), DG Set(s) and facade/super structure of the Apartments in the Project.

2.5 Default In Payments Of Usage Charges Of Common Facilities During The Interim Maintenance Period Till such time respective Association has taken over maintenance and management of the Common Areas, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and other charges (if any) within due dates may result in withdrawal/restrictions/disconnections/discontinuation of the respective common services to the Purchaser and will make the Purchaser liable to pay interest @2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment

2.6 Unrestricted access: The Developer(or its nominated agency) or the Project Association or the Federation, as the case may be, shall have rights of unrestricted access of all Project Common Areas/Shared Common Areas, as the case may be, for providing necessary maintenance services and the Purchaser agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

3. THE DEVELOPER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

3.1 The Developer has absolute, clear and marketable title with respect to the Project Land, requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project.

3.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

3.3 There are no encumbrances upon the Project Land as on date. However, there any be mortgage and hypothecation created for the development of the Project in future.

3.4 There are no litigations pending before any Court of law with respect to the Project Land or the Apartment.

3.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law Further, the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, the Apartments and the Apartment and the Project Common Areas and Shared Common Areas.

3.6 The Developer has the right to enter/execute into this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.

3.7 Other than the Agreement for Sale, the Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Apartment which will, in any manner, affect the rights of Purchaser.

3.8 The Developer confirm that the Developer is not restricted in any manner whatsoever from selling of the Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance.

3.9 The Project Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land.

3.10 The Developer have duly paid all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority (ies) till Completion Certificate of the Project has been issued and possession of Apartment (equipped with all the agreed specifications, amenities and facilities) has been handed over to the Purchaser or from the date on which notice period in terms of notice for possession issued by the Owner/Purchaser has expired.

3.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Apartment) has been received by or served upon the Developer in respect of the Project Land.

3.12 The Project Land is not Waqf property.

3.13 The Developer hereby records and acknowledges the receipt of Rs. _____ /- (Rupees _____) only towards the Total Price reserved herein.

3.14 The Developer have good right and full authority to sell, transfer and convey the Apartment described in the "Schedule-B" hereunder written in the manner aforesaid.

3.15 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the freehold right, title and interest in the Apartment along with the perpetual irrevocable non-exclusive right to use the Project Common Areas and the Shared Common Areas without any interruption, hindrance, disturbance or obstruction by the Developer or any person claiming through under or in trust for the Developer.

3.16 The Developer shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.

3.17 The Developer hereby covenants with the Purchaser that the Developer is lawfully entitled to develop the Project and to transfer its rights in respect of the Apartment.

3.18 It is made clear by the Developer and the Purchaser agrees that the Apartment as specified in paragraph- _____ herein above shall be treated as a single indivisible unit for all purposes The Project is an independent, self- contained Project on the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser, other Purchasers of the Project and occupants of other projects developed on the Adjoining Land It is clarified that Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the purchaser(s) of the Project subject to payment of maintenance and management charge in respect thereof However, there might be certain facilities in the Project Common Areas, which will be available for use and enjoyment of other occupants/purchasers of other projects developed on the Adjoining Land subject to such occupants! purchasers following the terms and conditions for using these amenities and facilities prescribed by the Developer/Association, as the case may be.

4. THE PURCHASER DOTH HEREBY COVEFIANTS WITH THE OWNER/ PROMOTER AS FOLLOWS

4.1 The Purchaser shall observe and perform all the terms, covenants and conditions in respect of the Project as well as common Areas.

4.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.

4.3 The Purchaser shall indemnify and keep indemnified the Developer against; any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement for Sale or of these presents.

4.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal/panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties n case of delayed payment, charges, claims etc) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project and which may be assessed, charged or imposed upon either on the Developer or the

Purchaser or occupier thereof whether in respect of the Apartment or the Project and the Common Areas in accordance with the provisions of relevant laws.

4.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Common Areas and to keep the Developer saved harmless and indemnified for all losses claims and demands which the Developer may suffer or be put to by reason of any breach or alleged breach of this covenant

4.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Common Areas and to keep the Developer saved harmless and indemnified in this regard In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Common Areas, the Purchaser shall be liable to make payments for the same to the concerned authority

4.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.

4.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other Apartment or Apartments within the Project

4.9 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation

4.10 The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining development in the Adjoining Land and transfer, sale or disposal of any other apartments/Apartments and/or parking space (if any) and/or any other structures developed in the Adjoining Land by the Developer.

4.11 The Purchaser shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority.

4.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

4.13 The Purchaser shall pay all future betterment/development charges etc relating to the said Apartment and/or the Project Common Areas and/or the Shared Common Areas.

4.14 The Purchaser represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, building plans, specifications, of the Apartment and has accepted the layout plan and the specifications, amenities and facilities described in the Deed of Conveyance.

4.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition.

4.16 The Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc on the face / facade of Apartment(s) or anywhere on the exterior of the Project and/or any other remaining tower(s)/building(s)/Apartment(s) or any other place comprised in the Beaumonde/Housing Complex. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Apartments. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Apartments. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

4.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Project Association/Federation and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

4.18 The Purchaser has, inter-alia, inspected and verified all the documents as also the Plan of the Apartment, the Project and is satisfied as to the plan of the Apartment, Project Plan and/or the construction of the Apartments thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the Shared Common Areas.

5. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:

5.1 That any relaxation and indulgence granted by the Developer to the Purchaser shall not in any way prejudice the rights of the Developer under the these presents.

5.2 That the Developer may either develop by itself or cause the development of a Mall/Club/Hotel on the Retained Land which shall at all times continue to be held and possessed by the Developer solely, exclusively and shall not be integrated or combined with or form a part of any of the proposed phases/projects to be developed by the Developer within the Larger Land.

5.3 **Environmental Clearance Certificate:** The Purchaser understands that case of expansion of Beaumonde Phase-I & II and further development on the Adjoining Land/Future development Land the Developer may be required to obtain new/revised/amended environmental clearance from time to time and the Purchaser hereby gives it's consent to the Developer to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Developer from the Purchaser thereto.

5.4 **Modification of the Sanctioned Plan:** That the Purchaser has entered into this Deed of Conveyance with the full knowledge that the Larger Land will be developed in phases. The different phases will be linked and integrated due to architectural, design, planning, infrastructure network, maintenance and management of Beaumonde/ Housing Complex for benefits of the Purchaser.

This present integrated/composite sanctioned plan is duly approved by the Matigara Panchayat Samity vide their letters, dated **01.08.2023 (Order No. 708/MPS/Planning)** By entering into this Deed of Convayance, the Purchaser shall be deemed to have authorized absolutely unconditionally for all times to come the Developer (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated sanctioned plan, its layout plan, specifications of the towers/buildings and Shared Common Areas to the end and intent that the Developer shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the sanctioned plan, layout plan, specifications of the Apartments and Shared Common Areas without any further consent or approval of the Purchaser and with the further power to sign and execute, for itself and for and on behalf of all the purchasers of the Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever The Purchaser hereby consent for the revisions, changes, modification of the present integrated sanctioned plan and all other plans/map to be sanctioned in future on the Larger Land excluding the portion dedicated to the Project.

5.5 That the Purchaser has obtained electricity meter with respect to his. Apartment from the _____ .
The Purchaser shall pay the electricity bills pertaining to his Apartment directly to _____ .

5.6 Diesel Generator Power Back-up: That the Owner/ Promoter has installed Diesel Generator ("DG") for power backup to run the basic facilities at the Project/Housing Complex In addition to that, DG back up facility is also being made available for every Apartment to run basic electrical appliances viz light, fan, television & refrigerator (medium size) In case the Purchaser requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form The extra DG power load shall be allotted upon availability and in multiples of KVA @Rs 40,000/- per KVA plus applicable tax The Purchaser will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Developer/the Association, as the case may be.

6. DEFECT LIABILITY:

6.1 That in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (Or any person appointed by him or acting under him or under his instructions) or rising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained the Purchaser hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations

In addition to what has been stated above, the Owner/Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner/ Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations.

The Purchaser further specifically confirms and understands as follows:

The responsibility of the Own Developer shall not cover defects, damage, malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Purchaser(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/ Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas and amenities and facilities wherever applicable The Purchaser(s) has/have been made aware and the Purchaser(s) also expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Purchaser also understands and confirms that the decision of the Developer architect shall be final in deciding whether there is any actual structural defect in the Apartments or defective material being used or regarding workmanship, quality or provision of service.

7. POSSESSION:

At or before the execution of this Deed of Conveyance, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Developer in the Apartment, the Project plans and the constructions, including the quality and specifications thereof, the area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the Apartment development, the Project Common Areas and the Shared Common Areas and has agreed not to raise any objection of whatsoever nature Simultaneously with the execution and registration of this Deed of

Conveyance, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Developer to the Purchaser, which the Purchaser admits, acknowledges and accepts.

8. MISCELLANEOUS:

8.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed of Conveyance shall be borne and paid by the Purchaser.

8.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Project Association and the proportionate interest in the Shared Common Areas attributable to the Project Land in proportion to the Larger Land to the Federation as per the terms of this Deed of Conveyance or the directions of the competent authority under the real estate law applicable to the Project in terms of the Act.

8.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Shared Common Areas, as the case may be, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer All prices, rates, fees and charges etc mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

8.4 The Purchaser confirms and undertakes that on receipt of possession, the Purchaser shall carry out any fit out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association/maintenance agency and without causing any disturbance, to the other Purchaser of Apartment The Dos & Don'ts will be shared at the time of handing over possession of the Apartment Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any authorized repairs in or to the Apartment(s), the Developer shall be entitled to call upon the Purchaser to rectify the same and to restore 'the' Apartment to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf If the Purchaser does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser.

9. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Deed of Conveyance shall be construed and enforced in accordance with the real estate law applicable to the Project in terms of the Act.

SCHEDULE-"A"

SCHEDULE OF LAND ON WHICH THE BUILDING STANDS

All That the 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, (“Said Land”) vide sale deed(s) vide Deed No. 3505 year 2019, Deed No. 1848 year 2018, Deed No. 1849 year 2018, Deed No. 1846 year 2022 and Deed No. 1847 year 2022, at the office of the Sub-Registrar Siliguri –II at Bagdogra.

The Plot of Land is bound and butted as follows:-

By North : By Road
By South : By Land of Luxmi Township and Holdings Limited
By East : By Land of PCM Chemicals Pvt. Ltd
By West : By PWD Road

SCHEDULE ‘B’

ALL THAT ALL THAT P1+P2+P3+24 construction being Apartment No. _____with a dedicated land area of _____ square meter (equivalent to _____square feet) of land area in R S /L R Dag Nos_____ and (detailed in the chart below), recorded in L R Khatian No _____), Sheet No._____ Mouzá: _____, J.L. No. :_____ Block:_____ Police Station _____, Post Office _____, District _____, PIN- _____, West Bengal and having total Built-up Area of _____Sq mts (equivalent to _____Sq ft (i.e _____sq mts / sq fts on the Ground floor and _____sq mts /sq fts on the 1st floor) and Carpet Area of Sq mts (equivalent to Sq ft (i.e _____sq mts / sq fts on the Ground floor and _____sq mts / sq fts on the 1st floor), Type , within the Project, and demarcated in colour_____ on the Floor Plan of the Apartment is annexed hereto as "Plan-B", TOGETHER WITH the Project Common Areas i.e the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, parts, portions, specifications, amenities, installation and facilities of the Project in common with the remaining purchasers of Project and with the Developer in respect of the unallotted Apartment in the Project and with the Developer in respect of the unallotted Apartment in the Project, more particularly described in "Part-I" of "Schedule-"C" & the specifications, amenities and facilities which are part of the project, more particularly described in "Schedule-D" hereto AND TOGETHER WITH the Shared Common Areas i e the irrevocable right to use certain facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or

different phases o development in the Adjoining Land and the Owner/Promoter and butted and bounded as follows:

By North :

By South :

By East :

By West :

SCHEDULE 'C'

(Part - I)

PROJECT COMMON AREAS

1. Landscape and green areas in the Project beyond the land dedicated to the respective Apartment.

(Part - II)

SHARED COMMON AREAS

1. Common road network external/internal to the Project foot pathways and approach to all buildings in Beaumonde/ Housing Complex.
2. Landscaped areas with hardscape and softscape in Beaumonde/ Housing Complex,
3. Water supply provision and pipeline network;
4. Electrical Cable Network, Electrical Trenches, DG & transformer provision for Beaumonde/Housing Complex and the land dedicated therefor,
5. Sewer and storm drainage network of Beaumonde/ Housing Complex,
6. Waste water disposal facility through STP/septic tank for Beaumonde/Housing Complex and the land dedicated therefor.
7. Parking facility

SCHEDULE 'D'

[SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	PARTICULARS
1	1,60,000 sqft of landscaped Green Area
2	Jogging Track, Mini Golf Putting, Multi Purpose Lawn
3	Community Hall, Swimming Pool, Café, Indoor Library,
4	Multi Purpose Court, Indoor & Outdoor Kids Play Area
5	Amphitheatre, Plaza, Tot-Lot
6	Senior Citizen Area
7	Cricket Pitch, Badminton & Basket Ball Court
8	Fire Tender Path
9	CCTV in common areas/My-Gate Security Features/24X7 Security.
10	Every block has a stretcher lift
11	24x7 DG facility
12	LED lights in common area
13	Pick Up & Drop Off

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at _____ in the presence of attesting witness, signing as such on the day, month and year first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

OWNERS -

- 1.
- 2.
- 3.

4.

5.

DEVELOPER -

1.

PURCHASER -

1.

2.