

DRAFT

This Deed of Conveyance is made on this [●] day of [●], 2023 at Kolkata

BY AND BETWEEN

Luxmi Portfolio Limited (CIN: U01405WB2008PLC126077, PAN: AABCL4737H), a company within the meaning of the Companies Act, 2013, having its registered office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001 and its corporate office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001, represented by its authorised signatory [●] (**PAN: [●], Aadhaar No.: [●]**), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], authorized *vide* Board resolution dated [●] ("**Promoter**") (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**;

AND

- (1) **GOSSAINPUR REAL ESTATE PRIVATE LIMITED (CIN: [●], PAN: AACCG9288M)**, a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **AND/OR**
- (2) **HILLCART REALTORS PRIVATE LIMITED (CIN: [●], PAN: AACCH4635H)**, a company within the meaning of the Companies Act, 2013, having its registered office at 27A, Raipur Mondal Para Road, Jadavpur, Kolkata – 700047, **AND/OR**
- (3) **BAGDOGRA REALTORS PRIVATE LIMITED (CIN: [●], PAN: AAECB2021R)**, a company within the meaning of the Companies Act, 2013, having its registered office at 51D, Gariahat Road, Flat No. 307, Kolkata – 700019, **AND/OR**
- (4) **BALASON REALTORS PRIVATE LIMITED (CIN: [●], PAN: AAECB2020Q)**, a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **AND/OR**
- (5) **WINDSTAR REALTORS PRIVATE LIMITED (CIN: [●], PAN: AABCW1111E)**, a company within the meaning of the Companies Act, 2013, having its registered office at Kishore Bhawan, 17 R. N. Mukherjee Road, Kolkata – 700001, **AND/OR**
- (6) **RUPSING REALTORS PRIVATE LIMITED (CIN: [●], PAN: AADCR7129R)**, a company within the meaning of the Companies Act, 2013, having its registered office at Bengal Intelligent Park, Ground Floor, Delta building, Block – EP & GP, Sector – V, Electronics Complex, Kolkata – 700091.

hereinafter collectively referred to as the "**Land Owner(s)**", represented by its authorized signatory [●] (**PAN: [●], Aadhaar No.: [●]**), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], authorized *vide* Board resolution dated [●] (which expression shall unless excluded by the context and meaning thereof, be deemed to include its/ their nominees, successors-in-interest and assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

[●] (CIN: [●], PAN: [●]), a company within the meaning of the Companies Act, 2013, having its registered office at [●], represented by its authorised signatory [●] (PAN: [●], Aadhar no.: [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], authorized *vide* Board resolution dated [●] (“Purchaser”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is a partnership firm]

[●] (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner [●] (PAN: [●], Aadhar No.: [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], duly authorized *vide* [●] dated [●] (“Purchaser”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an LLP]

[●] (LLPIN: [●], PAN: [●]), a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its principal place of business at [●], represented by its authorized partner [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], duly authorized *vide* [●] dated [●] (“Purchaser”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an individual]

[●] (PAN: [●], Aadhaar No.: [●]), son / daughter of [●], residing at [●], Police Station [●], Post Office [●], Pin [●], (“Purchaser”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his/her heirs, executors, representatives, administrators, successors and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

[●] (PAN: [●], Aadhaar No.: [●]), son of [●] for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF (PAN No.: [●]), having its place of business /residence at [●],

Police Station [●], Post Office [●], Pin [●] (“**Purchaser**”) (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

The Promoter, the Land Owner(s) and the Purchaser are individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

A. The Land Owners are the absolute and lawful owners of land admeasuring approximately 114.4 (one hundred fourteen point four) acres comprised in Mouza Rupsing and 10.33 (ten point three three) acres comprised in Mouza Bairatal, collectively admeasuring 124.73 (one hundred and twenty-four point seventy three) acres (after segregation of 5.67 acres of land for which there are some disputes and specifically excluded from the master plan), Police Station Matigara / Naxalbari, District Darjeeling and more particularly described in **Schedule 1**. The details of aforesaid lands are as follows:

- (i) an area admeasuring about 20.07 acres in Mouza Rupsing and about 3.88 acres in Mouza Bairatal and more particularly described in **Part A of Schedule 1** is held by Rupsing Realtors Pvt. Ltd.;
- (ii) an area admeasuring about 23.68 acres in Mouza Rupsing and more particularly described in **Part B of Schedule 1** is held by Gossainpur Real Estates Pvt. Ltd.; and
- (iii) an area admeasuring about 22.84 acres in Mouza Rupsing and more particularly described in **Part C of Schedule 1** is held by Hillcart Realtors Pvt. Ltd.;
- (iv) an area admeasuring about 22.39 acres in Mouza Rupsing and more particularly described in **Part D of Schedule 1** is held by Bagdogra Realtors Pvt. Ltd.;
- (v) an area admeasuring about 15.49 acres in Mouza Rupsing and about 2.12 acres in Mouza Bairatal and more particularly described in **Part E of Schedule 1** is held by Balason Realtors Pvt. Ltd.;
- (vi) an area admeasuring about 9.93 acres in Mouza Rupsing and about 4.33 acres in Mouza Bairatal and more particularly described in **Part F of Schedule 1** is held by Windstar Realtors Pvt. Ltd.;

all of which are collectively referred to as the “**Owned Lands**” and individually as the “**Owned Land**”.

B. The Promoter and the Land Owners have entered into various development

agreements, whereby the Land Owner(s) have granted the exclusive right of development in respect of the Owned Lands. Details of the said development agreements are as follows:

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
1.	Bagdogra Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6217 to 6261, having Deed No. I-05225 of 2013	24.043	JL No. 95, L.R. Khatian No. 1138, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2	Balason Realtors Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6317 to 6362, having Deed No. I-05224 of 2013	21.1145	JL No. 95, L.R. Khatian No. 1164, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6153, Mouza Bairatisal, Police Station Matigara, District Darjeeling
3	Gossain pur Real Estate Pvt Ltd	27.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6171 to 6216, having Deed No. I-05223 of 2013	23.68	JL No. 95, L.R. Khatian No. 960, Mouza Rupsing, Police Station Naxalbari, District Darjeeling

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
4	Hillcart Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6128 to 6170, having Deed No. I-05222 of 2013	22.84	JL No. 95, L.R. Khatian No. 1115, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
5.	Rupsing Realtors Pvt Ltd	04.01.2014	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 344 to 387, having Deed No. I-00016 of 2014	24.03	JL No. 95, L.R. Khatian No. 933, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 2602, Mouza Bairatisal, Police Station Matigara, District Darjeeling
6.	Windstar Realtors Pvt Ltd	29.11.2013	Office of the A.R.A III, Kolkata, in Book No. 1, Volume No. 10, Pages 6273 to 6316, having Deed No. I-05226 of 2013	14.701	JL No. 95, L.R. Khatian No. 1283, Mouza Rupsing, Police Station Naxalbari, District Darjeeling And JL No. 70, L.R. Khatian No. 6154, Mouza Bairatisal, Police Station Matigara, District

Sl. No.	Land Owners	Date	Registration Details	Area (in acres)	Land Details
					Darjeeling

- C. Pursuant to execution of duly registered development agreements entered between the Promoter and the Land Owners, the Promoter is entitled to and is competent to develop, market and sell plots in the complex named as “**Uttora Township**”, proposed to be developed by the Promoter on the Owned Lands and the Promoter is further entitled to receive monies, give receipts, execute conveyance, other documents etc. on behalf of the Land Owner(s), as may be necessary and expedient to give effect to the aforesaid purpose;
- D. Out of the Owned Lands, land admeasuring [•] acres more or less comprised in L.R. Dag Nos. 206, 208/804, 211, 212, 213, 215, 216, 217, 218, 219, 220, 234, 233, 235, 236, 237, 238, 239, 240, 242, 243, 244, 245, 246, 269,272, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311 in Rupsing Mouza within the jurisdiction of Lower Bagdogra Gram Panchayat, Police Station Bagdogra, District Darjeeling; has been earmarked for this project namely Uttora Phase M1 (“**Project**”) and more particularly described in **Part G of Schedule 1** hereunder written (“**Said Land**”).
- E. The Naxalbari Panchayat Samity and Matigara Panchayat Samity has approved the plan for development of the Project on the Said Land on 29.01.2019 vide sanction bearing no. 94/Plan/NPS, on 20.06.2022 vide sanction bearing No. Nil and on 26.02.2019 vide sanction bearing no. 2820/MPS/Planning hereinafter referred to as (“**Said Plan**”). The Promoter agrees and undertakes that it shall not make any changes in the Said Plan except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has obtained registration of the Project from the West Bengal Real Estate Regulatory Authority (“**Authority**”) under the provisions of the West Bengal Real Estate (Regulation and Development) Act, 2016 (“**Act**”), having registration number [•] and the said registration is valid till [•].
- G. The Purchaser being satisfied with the right, title and interest of each of the Land Owner(s) and the Promoter over the Said Land, had applied for allotment of a plot in the Project. Pursuant to such application, the Promoter agreed to provisionally allot to the Purchaser Plot No. [•] in the Project, and of pro rata share in the right to use the common areas of the Uttora Township (“**Common Areas**”), more particularly described in **Schedule 4** below (hereinafter referred to as the “**Plot**”, morefully and particularly described in **Schedule 2** written hereunder) through its letter No. [•] dated [•] (“**Allotment Letter**”) and General Terms and Conditions (“**GTC**”) No. [•], which were duly accepted by the Purchaser.
- H. The Purchaser being in compliance with the provisions of the Allotment Letter and GTC, entered into an Agreement for Sale dated [•], registered with the Office of the [•] in Book No. [•], Volume No. [•], Pages from [•] to [•] being No. [•], for the year

[•], whereby the Promoter and Land Owner(s) have agreed to sell, transfer and convey to the Purchaser, the Plot, for the Total Price (as defined below) as agreed thereunder and on the terms and conditions mentioned therein ("**Agreement for Sale**") and the Purchaser has paid all amounts in accordance with the payment schedule mentioned thereunder.

- I. Whereas the Promoter, on behalf of and as the constituted attorney of each of the Land Owner(s) in respect of their respective Owned Land, after receiving the Total Price from the Purchaser, the receipt whereof being duly admitted and acknowledged, has since delivered possession of the Plot to the Purchaser herein on [•].
- J. The Purchaser has now requested the Land Owner(s) and the Promoter to execute and register a deed of conveyance in respect of the Plot in favour of the Purchaser.
- K. The Parties are now entering into this Deed to record the terms and conditions of the sale, transfer and conveyance of the Plot by the Promoter and the Land Owner(s), in favour of the Purchaser, free from all sorts of encumbrances, charges, liens, *lis pendens*, demands, claims, hindrances, attachments, debts, dues, acquaintances and requisitions, trust, vesting of whatsoever or howsoever nature, without any interference, disturbance, obstruction from any person.

NOW THEREFORE THIS DEED WITNESSES AND IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS DEED, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND HEREBY, COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Definitions

- i. In this Deed (including the recitals above and the schedules and annexures hereto), except where the context otherwise requires, capitalized terms shall have the same meaning as ascribed to it, in **Schedule 3** hereunder written.
- ii. Interpretation

In this Deed, save and except where the context otherwise requires:

The singular of any defined term includes the plural and *vice versa* and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;

A reference to any gender includes the other and neuter gender;

Unless otherwise stated, a reference to a section, article, clause, sub-clause, paragraph, subparagraph, schedule, exhibit, attachment, annexure or recital is a reference to a section, article, clause, sub-clause, paragraph, sub-paragraph, schedule, exhibit, attachment, annexure or recital of this Deed;

A reference to any agreement is a reference to that agreement and all annexures, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

A reference to a 'person' includes:

- (a) any individual, firm, company, corporation, joint venture, partnership, proprietorship enterprise (whether incorporated or not), union, association, trust, society, government (central, state or otherwise) or any agency, authority or political sub division thereof; and
- (b) where relevant, shall be deemed to include, as appropriate, that person's respective successors, assignees and transferees.

A reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;

A reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form including e-mail;

When any number of days is prescribed in the Deed, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

References to times of day are, unless the context otherwise requires, to Indian Standard Time and references to a day are to a period of twenty four hours running from midnight on the previous day; and

The descriptive headings of the clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Deed; and

No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

2. **SALE**

In pursuance of the Allotment Letter, GTC and Agreement for Sale **AND** in consideration of a total agreed sale consideration of INR [●] (Indian Rupees [●]) only ("**Total Price**") fully paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter does hereby admit and acknowledge and

acquit, release and discharge the Purchaser as well as the Plot hereby intended to be sold transferred and conveyed), the Promoter does hereby and also as constituted attorney of the Land Owner(s) sell, transfer, convey, assure and assign **FIRSTLY ALL THAT** the Plot fully described in **Schedule 2** hereunder written **AND SECONDLY ALL THAT** right of use in common with the other owners, of the Common Areas of the Project (as more fully and particularly mentioned and described in **Schedule 4** hereunder written) **TO HAVE AND TO HOLD** the Plot being No. [●], admeasuring an area of [●] Cottah, under Mouza Rupsing, J.L. No. 95, within the jurisdiction of Lower Bagdogra Gram Panchayat and Police Station Bagdogra, District Darjeeling, absolutely and forever free from all encumbrances, charges, liens, *lis pendens*, attachments, trusts whatsoever and howsoever **SUBJECT TO** the restrictions and rules regarding use of the Plot (more fully and particularly mentioned and described in **Schedule 5** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the common expenses in relation to the Uttora Township including the maintenance charges ("**Common Expenses**") (more fully and particularly mentioned and described in **Schedule 6** hereunder written) to the Promoter or Facility Maintenance Company ("**FMC**") to be so engaged by the Promoter or the Maintenance Body to be formed or constituted by the plot owners of the Project ("**Maintenance Body**"), who may be in control and management of the common parts, portion, utilities and installations of the Uttora Township including the Project.

AND THIS DEED FURTHER WITNESSETH that for the beneficial use and enjoyment of the Plot, it has been agreed between the Parties that the Common Areas shall be held by the Promoter or FMC or Maintenance Body in trust for all the plot owners of the Project and that the Purchaser shall avail all maintenance and common services only through the Promoter or the FMC or the Maintenance Body until the time hereinafter mentioned, subject to the Purchaser making payment of the Common Expenses to the Promoter or the FMC or the Maintenance Body including the remuneration of the Promoter or the FMC or the Maintenance Body.

AND THIS DEED FURTHER WITNESSETH that the Promoter has reserved right, in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Project, for the use of the Common Areas including the right to allow the future purchasers of plots in the Uttora Township to enjoy such Common Areas and the Purchaser herein shall never object to the same since his/her/their/its right is restricted only for the Plot he/she/they/it has purchased.

The Purchaser hereby acknowledges and admits that the peaceful, vacant and unencumbered possession of the Plot has been delivered by the Promoter to the Purchaser on or prior to the execution of this Deed.

On and from the Effective Date, irrespective of whether actual possession is taken by the Purchaser of the Plot:

- i. the Purchaser shall be liable for payment of charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and other charges, expenses and fees in respect of the Plot;

- ii. the Plot will be at the sole risk and cost of the Purchaser, and, the Land Owner(s) and/or the Promoter shall have no liability or concern thereof; and
- iii. iii. the Purchaser shall not be entitled to raise any claim against the Land Owner(s) and/or the Promoter in respect of the Plot for any reason whatsoever.

Simultaneously with the execution of the Deed, if the Purchaser fails to get the Deed registered, the Purchaser shall be liable to pay a holding charge as may be determined by the Promoter in its sole discretion, till the date of registration. The holding charges shall be in addition to Common Expenses, and not adjustable or substitutable with any other charges and shall be paid prior to the registration of the Deed. Provided that, where such Plot has been purchased based on financial assistance received from banks or financial institutions, the Purchaser having taken possession of the Plot, agrees to discharge the obligation of the Promoter by ensuring completion of the registration of the Plot in his/her/their/its name(s) and hold the Promoter indemnified for any cost/liabilities for failure on his/her/their/its part to do so.

The Purchaser understands that the Project is subject to approvals of various Governmental Authority, which includes Gram Panchayats of Matigara and Naxalbari, water and irrigation Departments of Government of West Bengal (“GoWB”), Pollution Control Board of West Bengal and State Environment Impact Assessment Authority, West Bengal. The Purchaser agrees to comply with terms and conditions as may be stipulated in such permissions applicable to his/her/their/its Plot. The details of the same as updated from time to time as per communication received from such departments will be available at the site office of Uttora Township for ensuring proper compliances.

3. **DISCLOSURE AND DISCLAIMER**

At or before the execution of this Deed, the Purchaser has examined or caused to be examined the following, and the Purchaser has fully satisfied himself/herself/themselves/itself as to:

- i. Each of the Land Owner’s and the Promoter’s rights and title in respect of the Plot, Owned Lands and the Project;
- ii. The area and other dimensions and specifications of the Plot;
- iii. Common Areas;
- iv. Location of the Project and the land appurtenant to the Plot;

AND the Purchaser has agreed not to raise any query, clarification or objection in respect thereof whatsoever or howsoever and also waives the right, if any, to do so.

The Purchaser also confirms that he/she/they/it has/have considered all the terms and conditions set out in this Deed and consulted his/her/their/its legal counsels and

the Promoter about the legal implications and that he/she/they/it has/have no reservation about the terms and conditions set out in this Deed.

Except to the extent expressly incorporated in the Deed, the provisions contained in sub-sections (1), (3) and (6) of section 55 of the Transfer of Property Act, 1882, shall not be deemed to be applicable to the transaction contemplated under this Deed.

4. **CONSTRUCTION OF RESIDENTIAL HOUSE**

The Purchaser shall be allowed to construct on the Plot and such constructed property shall be used only for residential purpose and not for any other purpose. A boundary wall and a gate will be constructed around the Plot by the Purchaser. The Promoter will prescribe the materials that may be used by the Purchaser to construct the boundary wall and gate as well as stipulate the permissible height, width and other specifications of the boundary wall and gate, in a handbook for all plot owners in the Project ("**Handbook**"), which shall be deemed to be incorporated by reference in this Deed and shall be binding upon the Purchaser. The Purchaser shall abide by all rules and regulations contained in the Handbook. Further, for any clarifications regarding any rules contained in the Handbook, the Purchaser may submit a written query to the Promoter. Such requests for clarifications must be sent in writing by e-mail to the following address until and unless any change of address is intimated by the Promoter:

LUXMI PORTFOLIO LTD

Kishore Bhawan

17 R N Mukherjee Road, Kolkata 700 001

The Promoter reserves the right not to respond to questions raised or provide clarifications sought, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Promoter to respond to any question or to provide any clarification.

Securing the requisite permissions and approvals for construction, including sanctions of the building plans of the residential house on the Plot and related facilities shall be the sole responsibility of the Purchaser. All costs and expenses incurred in obtaining the said sanctions, approvals and permissions, including all license fees, shall be borne by the Purchaser. The layout plan should be approved by the relevant Governmental Authority before commencement of construction on the Plot. The Purchaser shall be required to comply with the plans sanctioned by the respective Governmental Authority including the appropriate building rules in relation to height, setback, ground coverage and floor area ratio as may be prescribed by the relevant Governmental Authority. All such plans submitted by the Purchaser to the relevant Governmental Authority shall be accompanied with a no-objection certificate from the Promoter or its authorized representative, responsible for maintenance of the Common Areas.

The Purchaser undertakes to ensure completion of the construction of residential house on the Plot within a period of 3 (three) years from the date of possession / deemed possession (whichever is earlier). If the Plot is kept vacant by the Purchaser,

the Purchaser would be required to pay Common Expenses at the rate of 120% of the Common Expenses specified in the Deed, until the Purchaser commences construction activities on the Plot.

5. MAINTENANCE AND MANAGEMENT

5.1 Maintenance

- 5.1.1 The Promoter shall, by itself or through its nominee(s) manage and maintain the Common Areas and facilities of the Project until [●] (“**Interim Maintenance Period**”). On or before taking possession of the Plot prior to the expiry of the Interim Maintenance Period, the Purchaser will be required to pay to the Promoter, interim maintenance charges of INR [●] (Indian Rupees [●]) only (@ INR [●] per Cottah per year) for 15 (fifteen) months inclusive of GST (to be calculated on the basis of the size of the Plot rounded off on the higher side). The Common Expenses for the said period will be required to be paid by the Purchaser, in advance, at the time of execution of the Deed. Any surplus or deficit arising therefrom shall be credited or charged against the account of the Promoter.
- 5.1.2 After expiry of the Interim Maintenance Period or earlier (if so determined by the Promoter), the responsibility of Common Area maintenance may be handed over by the Promoter to the FMC or to the Maintenance Body. The Purchaser will be required to pay the Common Expenses to the FMC or to the Maintenance Body as the case may be. In case of formation of the Maintenance Body, the Purchaser will be required to become a member of the Maintenance Body and will also be required to pay suitable corpus fee and other charges as may be so determined by the Maintenance Body.
- 5.1.3 The Purchaser agrees to sign all documents and agreements as may be required by the Promoter for the appointment of the FMC. The Purchaser further agrees to execute a facility management agreement in relation to the management of the Common Areas, as and when required by the Promoter.
- 5.1.4 All such Common Areas shall be identified by the Promoter at its sole discretion. The Purchaser acknowledges that it shall not have automatic access to or any manner of right or interest in any of the facilities or areas being developed in other parts of the Said Land or other portions of the Uttora Township.
- 5.1.5 For the enjoyment of the Common Areas, the Purchaser shall be liable to remit Common Expenses as may be fixed by the FMC or the Maintenance Body from time to time. The FMC or the Maintenance Body shall have the right to increase the Common Expenses from time to time keeping in view the increase in the cost of maintenance services and the Purchaser shall pay such increase in cost within 15 (fifteen) days of written demand by the FMC or the Maintenance Body. The Common Expenses shall be recovered and adjusted periodically against the expenses as determined. The estimates of the FMC or the Maintenance Body shall be final and binding on the Purchaser.
- 5.1.6 It is hereby clarified that the maintenance responsibility of the Promoter or the FMC

or the Maintenance Body shall only extend to the Common Areas of the Project and nothing contained herein shall be deemed to impose any obligation upon the Promoter or the FMC or the Maintenance Body to provide such maintenance services within the area of the Plot, which responsibility shall solely vest with the Purchaser. The Purchaser admits and accepts that the possession of all Common Areas such as roads, water system, drainage, garbage disposal, landscape, sewerage system within the Uttora Township including the Project shall remain with the Promoter.

5.1.7 The detailed rules and regulations regarding maintenance, usage and management of the Plot and all Common Areas including terms of appointment of the FMC shall be exclusively decided by the Promoter and the Purchaser gives his/her/their/its unfettered and irrevocable consent for the same. In particular, the Promoter or its nominee or the FMC shall have the right to enter the Plot for the purpose of carrying out emergency repairs in the interest of the development of the Project.

5.1.8 The Purchaser will be required to deposit with the Promoter or the FMC or the Maintenance Body, an amount of INR [●] (Indian Rupees [●]) only (@INR [●] per Cottah per year) for 2 (two) years as adjustable non-interest bearing security deposit simultaneously with the execution of the Deed ("IFMSD"). The Promoter or the FMC or the Maintenance Body will be entitled to recover additional money from the Purchaser to meet the deficiencies of costs in case the said IFMSD is not sufficient to cover up the costs of major repairs/ replacements, including towards charges for (a) restoration of the roads affected during construction work, other than damage to road surfaces / wear and tear around the boundary wall area of the Plot, which shall be restored, cleaned etc., to its existing condition by the Purchaser; and (b) restoration of the Common Areas in the event of any damage caused because of construction on the Plot including dumping/movement of construction materials/vehicles/workers on the Said Land. IFMSD shall also be used or adjusted against any default of payment of the Common Expenses by the Purchaser.

5.2 Default in payment of Common Expenses

5.2.1 So long as the Common Expenses are paid regularly, the Purchaser or anyone lawfully claiming under him/her/them/it will be entitled to use the Common Areas. However, in the event of default of such payments, the Purchaser in addition to permitting the Promoter or the FMC or the Maintenance Body to deny him/her/them/it the maintenance services, also authorizes the Promoter or the FMC or the Maintenance Body to adjust the dues from the principal amount of the IFMSD against such defaults. If due to such adjustments in the principal amount, the IFMSD falls below the agreed sum, then the Purchaser hereby undertakes to make good the resultant shortfall within 15 (fifteen) days of demand. Further, the Promoter or the FMC or the Maintenance Body, as the case may be, reserves the right to increase IFMSD from time to time in keeping with the increase in the cost of maintenance services and the Purchaser agrees to pay such increases within 15 (fifteen) days of such demand. If the Purchaser fails to pay such increase in the IFMSD or to make good the shortfall as aforesaid on or before its due date, the Promoter or the FMC or the Maintenance Body, as the case may be will have the right to suspend usage of all utilities and facilities by the defaulting Purchaser or anyone claiming under it, as well as claim

default interest at the rate of 18% (eighteen percent) per annum on the amount remaining due after the due date. The Promoter or the FMC or the Maintenance Body, as the case may be, will also have the right to recover pending amounts from the defaulting Purchaser or anyone claiming under it. In such cases, the Purchaser may be required to make/provide additional interest free non-adjustable security deposit before restoration of services.

- 5.2.2 If at any time, any costs, charges or expenses or Common Expenses, payable by the Purchaser in respect of the said Plot and/or for the enjoyment of the Common Areas of the Uttora Township remain unpaid for 3 (three) months after the date of which the same are respectively payable and the same shall have been legally demanded thereafter and such demand shall have remained un-complied with for a period of 1 (one) month from the date of the demand or if there shall be any breach or non observance of any of the other terms, conditions and covenants hereinabove on the part of the Purchaser to be observed and performed and in every such case, it shall be lawful for the Promoter or the FMC or the Maintenance Body to stop and/or withhold the utilities to the Plot including all buildings and structures thereon.

5.3 Water supply

Water supply will be made available to the Plot on a chargeable basis by the Promoter or its nominee or the FMC, as the case may be. However, all connections for supply of water from the main connection shall be provided at a point on the outer boundary of the Plot and all other connections and pipes within the constructed property on the Plot for water supply, disposal of waste or otherwise shall be installed by the Purchaser at his/her/their/its sole expense.

5.4 Electric supply

The Purchaser will be required to apply to the West Bengal State Electricity Distribution Company Limited or its nominees or any other legally constituted body recognized to distribute power, for provision of individual meters to the Plot. The Purchaser will be required to pay electricity security deposit for individual meters allotted to it and other monthly consumption charges as may be applicable.

6. **TAXES, DUTIES AND OTHER DEPOSITS, CHARGES AND EXPENSES**

- 6.1 The Purchaser shall at all times regularly and punctually make payment of all the rates and taxes and other outgoings including cesses, water tax, urban land tax, GST and other levies, impositions and outgoings together with all rents payable in respect of the Plot held by the Purchaser (hereinafter referred to as “**Taxes**”) whether present or future or made applicable with retrospective effect which may from time to time be imposed or become payable in respect of the Plot directly to the concerned authority. Until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of the proportionate share of such Taxes to the Promoter or the FMC or the Maintenance Body, as the case may be, based on the estimates for providing the services (including insurance) during the year and such charges may be revised during the year by the Promoter or the FMC or the

Maintenance Body. It is agreed by the Purchaser that the aforesaid Taxes will be payable whether or not the possession of the Plot is taken by the Purchaser.

6.2 The Purchaser or any subsequent transferee agrees to hold the Promoter indemnified for any governmental levies not included in the Total Price, but otherwise directed to be paid by the Promoter on account of the Purchaser, whether by law, departmental demands, order of the court, fresh interpretation of law, or in any other form, irrespective of any reason for such levy or impost.

6.3 If any charges, fees or Taxes required to be paid by the Purchaser in relation to the Plot remain unpaid on the due date for such payment, such fees, charges and Taxes shall be paid by the Promoter and the same shall be recoverable from the Purchaser, along with interest payable at the rate of 18% (eighteen percent) per annum to be computed from the date of such payment till the date of realization of such payment.

7. LIMITED RIGHTS

7.1 The Purchaser agrees and acknowledges that none of the following is intended to be transferred and shall not be transferred in favour of the Purchaser, and the Purchaser shall have no right, title or interest whatsoever in respect thereof:

7.1.1 Open and covered areas not included in the Common Areas set out in **Schedule 4** hereto;

7.1.2 Other plots in the Project;

7.1.3 Right, title or interest over any other land forming a part of the Said Land; and

7.1.4 Right, title or interest over any construction on any land comprised in the Said Land other than the Plot.

7.2 The Purchaser further agrees that the Common Areas are for the common use of all plot owners or other unit owners in the Uttora Township.

7.3 In respect of the spaces, properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Promoter 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 it in its absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

7.4 The Promoter shall have the exclusive right and be entitled at all times to erect, install, display and maintain and/or to permit and/or grant rights to outside/Third Party against payment of consideration/charges to the Promoter, to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. without being required to pay any charges for the same to the Maintenance Body and neither the Purchaser nor the Maintenance Body or any other entity shall be entitled to object to

or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Promoter exclusively.

- 7.5 The Purchaser confirms that he/she/they/it has agreed to purchase the said Plot with full knowledge that he/she/they/it would have no right, title, interest, claim or entitlement in respect of any area other than the Plot. The Purchaser hereby irrevocably agrees and undertakes not to have or be entitled to or to claim any right title or interest in any area other than the Plot and also irrevocably agrees and undertakes that this Deed shall by itself operate as a disclaimer, relinquishment, release and/or waiver by the Purchaser in favour of the Promoter of any right, title, interest, entitlement or claim whatsoever therein, that the Purchaser may become entitled to, either in law or in equity, in respect of any area other than the Plot, by virtue of the purchase of the Plot.
- 7.6 The Purchaser agrees and acknowledges that layout plans, facilities and components of the Project are tentative (including architects impression / artists impression of the Project site shown in the brochure) and are subject to variation. The Promoter may effect such variations, additions, alterations, deletions and/or modifications as it may, in its sole discretion, deem appropriate or as may be directed /allowed by any concerned authority. In the event that any directions, conditions and/or changes are imposed by any statutory authority at any stage while approving the proposed tentative layout plans, the same will be binding on the Purchaser and the Promoter will not seek the consent of the Purchaser for the purpose of making any changes in order to comply with the directions, conditions and/or changes.

8. **TRANSFER OF PLOT**

- 8.1 In the event that the Purchaser proposes to sell the Plot or any part thereof in favour of any Third Party ("**Transferee**"), in any manner whatsoever (not being in the nature of transmission), such transfer shall be recognised by the Promoter only if a transfer charge of 3% (three percent) of the sale price of the Plot is paid to the Promoter and a no-dues certificate has been obtained from the Promoter. In the event of failure to obtain such no-dues certificate by the Purchaser, transfer in favour of the Transferee shall not be recognised by Promoter and/or the FMC/ Maintenance Body. The Purchaser shall also ensure that similar provision requiring obtaining no-dues certificate and payment of transfer charges be incorporated in any conveyance deed in relation to the Plot.
- 8.2 In the event the Purchaser does not get the Deed registered, any subsequent transfer of the Plot in favour of another entity can only be made by way of a tri-partite agreement, with the Promoter being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to a Plot, for which registration process has been duly completed.
- 8.3 Upon transfer of the Plot, the Transferee shall be bound by all the obligations of the original Purchaser in relation to the ownership of the Plot, including the obligation to

pay for Common Expenses. Further, all taxes arising out of such transfer shall be borne by the Transferee and the Promoter shall be indemnified by such Transferee for such tax consequences.

9. COVENANTS

9.1 The Purchaser hereby unconditionally and irrevocably agrees to adhere to the Purchaser's covenants contained in **Schedule 5** (Restrictions and Rules) and to the payment of Common Expenses contained in **Schedule 6**. The covenants regarding payment of Common Expenses, use of Common Areas and observance of rules and restrictions, are for the mutual benefit of all plot owners in the Project, and in the event of any default by the Purchaser or any other plot owner in making payments of the proportionate share of Common Expenses, the Promoter or the FMC or the Maintenance Body, as the case may be, shall be entitled to take all such steps as it deems fit to recover such outstanding amounts.

9.2 In case of integration of any further lands into the Uttora Township, the calculation of proportionate share in the Common Areas shall vary but Taxes on Common Expenses or any other charges or deposits payable by the Purchaser hereunder shall remain constant.

9.3 The Promoter and each of the Land Owners hereby unconditionally and irrevocably represent and covenant to the Purchaser that:

9.3.1 Right to hold without interruption

The Purchaser observing and performing all the applicable covenants and conditions set out herein, shall peacefully hold and enjoy the Plot without any interruption by the Land Owner(s), Promoter or any person rightfully claiming under or in trust for any of him/her/them/it.

9.3.2 Creation of Encumbrance

The Purchaser shall be entitled to raise finance for any purpose whatsoever by means of creating a mortgage/charge in respect of the Plot and/or by depositing the Deed in favour of any bank/financial institution. Provided that, the Purchaser shall be bound and obliged to observe and fulfill all the covenants and stipulations of such mortgage/charge and shall keep both the Land Owner(s) and the Promoter safe, harmless and indemnified in respect thereof.

10. REPRESENTATIONS AND WARRANTIES

Each Party represents, severally and not jointly, to the other Parties hereto that as on the Effective Date hereof:

- i. Such Party has the full power and authority to enter into, execute and deliver this Deed, and to perform the transactions contemplated hereby. If such Party is not a natural person, it is duly incorporated or registered and

- existing under the laws of the jurisdiction of its incorporation or registrations;
- ii. The execution and delivery by such Party of this Deed and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other actions of such Party;
 - iii. Assuming the due authorisation, execution and delivery hereof by the other Parties, this Deed constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, re-organisation, moratorium or similar laws affecting creditor's rights generally;
 - iv. Such Party's entry into this Deed, and the exercise of its rights and performance of and compliance with its obligations under or in connection with this Deed or any other document entered into or in connection with this Deed, will constitute, private and commercial acts done and performed for private and commercial purposes;
 - v. The execution, delivery and performance of this Deed by such Party and the consummation of the transactions contemplated hereby will not:
 - (a) violate any provision of the incorporation, organisational or governance documents of such Party (in case such party is not a natural person);
 - (b) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to any other person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already duly obtained or made;
 - (c) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; or
 - (d) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses
 - vi. there are no actions, suits or proceedings existing, pending or, to its knowledge, threatened against or affecting it before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Deed or that would affect its ability to perform its obligations hereunder.

11. INDEPENDENT ACTION

The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the Common Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services and thus affecting the right of the other plot owners in the Project and in the event of any default on the part of the Purchaser in making payment of such Common Expenses, in addition to any other right which the Promoter and/or the FMC/ Maintenance Body may have against the Purchaser and/or any other plot owners, the Promoter and/or the FMC or Maintenance Body shall be entitled to take an independent action against the Purchaser for recovery of the amount due and payable on account of Common Expenses and/or for remedying the breaches.

12. **INDEMNITY AND DAMAGES**

12.1 The Purchaser ("**Indemnifying Party**") hereby acknowledges that it has an obligation to make payment of all rates, Taxes and outgoings, whether local, state or central which may become payable in respect of the Plot either under the Allotment Letter, GTC, Agreement for Sale or under this Deed, whether present or future or made applicable with retrospective effect, and agrees to make payment as and when the same becomes due and payable without any objection whatsoever or howsoever and hereby agrees to indemnify and hold harmless each of the Land Owner(s) and the Promoter and their respective nominees, affiliates, managers, officers, directors and employees (collectively "**Indemnified Party**") promptly upon demand at any time and from time to time, from and against any and all losses, claims, proceedings, actions, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively, "**Losses**") to which any Indemnified Party may become subject to, in so far as such Losses arise out of, or in any way relate to, or result from (a) any misrepresentation or any breach of any representation or warranty made by the Indemnifying Party; (b) the failure by the Indemnifying Party to fulfil any agreement, covenant or condition contained in, or made pursuant to the Allotment Letter, GTC, Agreement for Sale or under this Deed; or (c) any claim or proceeding by any Third Party against the Indemnified Party due to any act, deed or omission by the Indemnifying Party.

12.2 In case of transfer of the Plot, any amounts due to the Promoter or the FMC or the Maintenance Body or any other Governmental Authority including the Transfer Charge as mentioned in Clause 8.1 above, shall be considered to be an unpaid lien in respect of the Plot and the same shall be recovered from the Transferee (and or any future transferee/ or any person(s) in whose name any charge is created). In case of failure by the said Transferee, to reimburse/pay any such amounts demanded by the Promoter or the FMC or the Maintenance Body or any other Governmental Authority, the Promoter or the FMC or the Maintenance Body may at its own discretion proceed to realize the said dues by any means available under the Applicable Law including by taking repossession of the transferred Plot and realizing all the cost of such repossession and dispossession.

13. **JURISDICTION AND DISPUTE RESOLUTION**

Any disputes or differences arising out of or in relation to this Deed shall be at the first instance settled expeditiously and fairly by the Parties hereto. In the event that the Parties are not being able to resolve the same within 1 (one) month of a written request by any Party to call a meeting where attempt has been made in good faith to resolve the dispute, the matter shall be finally decided and resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended, modified or replaced from time to time. The arbitration shall be conducted by a sole arbitrator, who shall be a retired judge of the High Court, as nominated by the Promoter.

The arbitration shall be conducted at Kolkata, India and shall be conducted in the English language. The arbitration award shall be final and binding on the Parties.

The courts in Kolkata shall have exclusive jurisdiction in relation to any proceedings arising out of arbitration including but not limited to, proceedings for interim relief.

When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their respective obligations under this Deed.

14. **NOTICES**

Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent to the relevant Party at its address or fax number set out below (or such other address or fax number as the addressee has specified to the other Party by 5 (five) Business Days prior written notice). Any notice, demand or other communication given or made by post shall be sent by registered post with acknowledgement due. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered - (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by registered post, on the fifth day following posting; (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch, and (d) by electronic e-mail, if such electronic e-mail is used together with any of the options provided in (a) to (c), above.

The initial address of the respective Parties for the purposes of the Deed are as described in page number 2 of this Deed and **Schedule 1**.

Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.

Any Party may, by notice in writing to the other Parties, change its address or facsimile number in the manner aforesaid.

15. **MISCELLANEOUS**

15.1 Entire Agreement

This Deed together with the schedules and annexures hereto and the documents, agreements mentioned herein, constitutes the entire agreement between the Parties and supersedes any arrangements, understandings or previous agreements relating to the subject matter of this Deed.

15.2 Severability

If any provision of this Deed is determined to be invalid or unenforceable, the remaining provisions of this Deed shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.

15.3 Amendments/Modifications

No amendment or modification to this Deed shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

15.4 Waiver

No failure or delay by any Party in exercising any claim, power, right or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof or of any other power, right or privilege. Any remedy or right conferred on a Party for breach of this Deed shall be in addition to and without prejudice to all other rights and remedies available to it. In any event, waiver by a Party of a breach of any provision of this Deed shall not operate or be construed as a continuing waiver or as a waiver of subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.

15.5 Legal and Prior Rights

All rights and remedies of the Promoter under this Deed shall be in addition to all other legal rights and remedies belonging to the Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed and that the determination of this Deed for any cause whatsoever shall be without prejudice to any and all rights and claims of the Promoter, which shall or may have accrued prior thereto.

15.6 Costs

All costs and expenses incurred including expenses towards stamp duty, registration fee and incidental expenses in relation to this Deed shall be borne by the Purchaser. In the event that the Purchaser fails to get this Deed registered within the time period

notified by the Promoter, the Promoter shall have the right to terminate the Agreement for Sale and refund the total amounts received from the Purchaser after a deduction of 10% (ten percent) of the Total Price.

15.7 Further Assurances

The Parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Deed. Each Party hereto shall promptly execute and deliver such additional documents as are reasonably required by the Parties hereto for the purpose of implementing this Deed, provided that no such document shall be inconsistent with the provisions hereof.

**SCHEDULE 1:
PART – A**

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
RUPSING REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013 having its registered office at Bengal Intelligent Park, Delta Building, Block – EP & GP, Sector-5, Salt Lake, Kolkata – 700091, West Bengal.	U45400WB2007PTC117356	RUPSING J. L. NO. 95	933	20.07
		BAIRATISAL J.L. No. 70	2602	3.88

PART – B

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
GOSSAINPUR REAL ESTATE PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, West Bengal.	U70101WB2007PTC117515	RUPSING J. L. NO. 95	960	23.68

PART – C

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
HILLCART REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 27A, Raipur Mondal Para Road, Jadavpur, Kolkata – 700047, West Bengal.	U70200WB2010PTC151650	RUPSING J. L. NO. 95	1115	22.84

PART – D

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
BAGDOGRA REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 51D, Flat – 307, Gariahat Road, Ballygunj, Kolkata –700019, West Bengal.	U70200WB2010PTC151686	RUPSING J. L. NO. 95	1138	22.39

PART – E

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
BALASON REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at 81, Raja Basanta Roy Road, Rash Behari Avenue, Kolkata – 700029, West Bengal	U70109WB2010PTC151703	RUPSING J.L. No. 95	1164	15.49
		BAIRATISAL J.L. No. 70	6153	2.12

PART – F

Name of Company	CIN	Mouza	Khatian No.	Total Area (in acre)
WINDSTAR REALTORS PRIVATE LIMITED , a company within the meaning of the Companies Act, 2013, having its registered office at C/O Arya Bhandar Private Limited, 9/3A, Gariahat Road, Singhi Castle, Flat – 1A, Kolkata, PIN – 700019. West Bengal.	U70109WB2011PTC160975	RUPSING J.L. No. 95	1283	9.93
		BAIRATISAL J.L. No. 70	6154	4.33

**Part G
(Said Land)**

ALL THAT piece or parcel of land admeasuring [●] acres comprised in L.R. Dag Nos. 206, 208/804, 211, 212, 213, 215, 216, 217, 218, 219, 220, 234, 233, 235, 236, 237, 238, 239, 240, 242, 243, 244, 245, 246, 269,272, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311-in Mouza Rupsing, within the jurisdiction of Lower Bagdogra Gram Panchayat and Police Station Bagdogra, District Darjeeling, demarcated on site plan annexed hereto and marked as **Plan A** and butted and bounded as under:

ON THE NORTH : Land of [●];
 ON THE SOUTH : Land of [●];
 ON THE EAST : Land of [●];
 ON THE WEST : Land of [●];

**SCHEDULE 2
(Description of the Plot)**

ALL THAT piece or parcel of a Plot, being Plot No. [●] admeasuring an area [●] Cottah, comprised in L.R. Dag Nos. [●] under Mouza Rupsing (J.L. No. 95), within the jurisdiction of Lower Bagdogra Gram Panchayat, Police Station Bagdogra, District Darjeeling, as demarcated in colour Yellow in plan annexed hereto and marked as **Plan B** and butted and bounded in the following manner:

ON THE NORTH : [●];
 ON THE SOUTH : [●];
 ON THE EAST : [●]; and
 ON THE WEST : [●];

SCHEDULE 3: DEFINITIONS

Term	Meaning
Allotment Letter	shall have the meaning ascribed to such term in Recital G.
Applicable Law	shall mean, with respect to any person or property, any law, statute, treaty, rule, regulation, licence or franchise or determination of an arbitrator or a court or other Governmental Authority or stock exchange, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to in this Deed.
Business Day(s)	shall mean a day, except Saturdays and Sundays, on which banks are generally open for business in Kolkata.
Total Price	shall have the meaning ascribed to such term in Clause 2.
Deed	shall mean this sale deed executed amongst Promoter, the Land Owner(s) and the Purchaser.
Effective Date	shall mean the date of execution of this Deed.
FMC	shall have the meaning ascribed to such term in Clause 2.
Governmental Authority	shall mean the governmental department, board, body, authority, administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Said Land.
GTC	shall have the meaning ascribed to such term in Recital G.
Handbook	shall have the meaning ascribed to such term in Clause 4.
IFMSD	shall have the meaning ascribed to such term in Clause 5.1.8.
Indemnified Party	shall have the meaning ascribed to such term in Clause 12.1.
Indemnifying Party	shall have the meaning ascribed to such term in Clause 12.1.
Interim Maintenance Period	shall have the meaning ascribed to such term in Clause 5.1.1.
Losses	shall have the meaning ascribed to such term in Clause 12.1.
Maintenance Body	shall have the meaning ascribed to such term in Clause 2.
Owned Land	shall have the meaning ascribed to such term in Recital A.
Owned Land(s)	shall have the meaning ascribed to such term in Recital A.
Party	shall mean a party to this Deed.
Project	shall have the meaning ascribed to such term in Recital D.
Said Land	shall have the meaning ascribed to such term in Recital D.
Taxes	shall have the meaning ascribed to such term in Clause 6.1.
Third Party	shall mean a person who is not a party to this Deed.
Transferee	shall have the meaning ascribed to such term in Clause 8.1.

SCHEDULE 4: COMMON AREAS

The following shall be the common areas, facilities and amenities of the Uttora Township:

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttora Township, which are open to sky and not specifically marked as saleable in the master plan but does not include land earmarked specifically for any group/bulk project in the master plan.
2. **Internal Roads:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/concrete) paving stones, if any.
3. **Sewerage and storm water drains:** Underground sewerage network to discharge toilet waste with manholes as and where provided.
4. **Water Supply Network:** Pipe lines laid under ground to raise water from the semi-underground reservoir to roof top tanks including non potable water to be used for toilets, flush, gardening, car wash etc. as and where provided.
5. **Deep Tube wells:** Deep tube wells laid underground together with pumps and other equipment.
6. **Boundary Wall/Fence:** Common boundary walls/ fencing or any other similar constructions on the open bordering areas where applicable.
7. **Pump House:** Pump house with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. Sluice valve(s), gate valve(s), etc. and centrifugal pump(s)/ submersible pumps, if any, and other equipment (these may be shared service with other phase of the Uttora Township completed earlier or to be completed in future).
8. **Fire Fighting System:** Underground/overhead fire fighting network with brass and other fittings.
9. **Power Sub-station rooms:** All power sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be the exclusive properties of such agency.
10. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
11. **Garbage disposal:** Garbage disposal vats created within the Project or outside the Project but within the Uttora Township which shall be available for use by all residents of the Uttora Township including the Project.

The Common Areas are intended for designated use and in no way conveys any absolute right to any individuals or group of individuals for any other purposes including commercial exploitation of the same in any other form unless agreed to in writing by the Promoter.

The following areas, spaces and amenities are excluded out of Common Areas:

1. Shopping areas and open spaces adjacent there at.
2. Community area and adjacent open areas in other gated complex within Uttora Township.
3. Cable TV and Telephone network and installations, if any.
4. Open spaces and land adjacent to schools, nursing homes, hospitals, hospital areas, shopping and market areas, institutional areas, power installations, cluster park and designated parking areas, water supply systems, pump and reservoir areas, sewerage treatment plant and sewerage network.
5. Any other areas and spaces (both open and covered) adjacent to any service/utility.

IT BEING CLARIFIED THAT SAVE AND EXCEPT THE COMMON AREAS MENTIONED HEREIN ABOVE, ALL OTHER PORTIONS AND/OR AREAS AND/OR FACILITIES SHALL AND DO NOT FORM PART OF THE SPECIFIED COMMON AREAS AND ARE SPECIFICALLY RETAINED BY THE PROMOTER TO BE DEALT BY THE PROMOTER IN THE MANNER AS STIPULATED IN THESE PRESENTS OR OTHERWISE.

SCHEDULE 5: RESTRICTIONS AND RULES

On and from the Effective Date, in addition to the terms and conditions set out in the Allotment Letter, GTC and Agreement for Sale the Purchaser agrees and covenants as follows:

1. To co-operate with the Promoter in all possible manner by not raising any protest or demand or claiming any right to obstruct or create any obstruction in any manner, which would affect the development of the Uttora Township including the Project on the Owned Lands and other projects undertaken by the Promoter;
2. To pay charges for water supply;
3. To pay electricity security deposit for individual meters allotted to him/her/them/it and other monthly consumption charges as may be applicable for the supply of electricity;
4. Not to use the Plot for any such activities that may cause nuisance, annoyance or disturbance to other occupants of the Uttora Township or those activities which are against Applicable Law or any directive of the relevant Governmental Authority;
5. Not to use the Plot for any such activities which is likely to cause nuisance to the owners of the neighbouring plots or do or cause to do anything which causes hindrance/interference with the peaceful enjoyment of their respective plots.

6. Keep the Plot and each and every part thereof free from jungle, weeds, and animals and protect the same at all material times. If the Purchaser fails to do so, the Promoter reserves the right to clean the same and charge the costs to the Purchaser.
7. Not to store in the Plot any goods of hazardous or combustible nature or which can cause damage to the structure, equipment and/or assets of other residents or occupants of the Uttora Township or use the Plot for any activity which may be immoral, unsocial, unlawful or in any manner so as to become a source of danger for public peace or public safety;
8. To carry out maintenance of the Plot at his/her/their/its own cost. The insurance of the Plot shall be the responsibility of the Purchaser. The Promoter shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Purchaser or any act of any Third Party in relation to the Plot;
9. To sign, from time to time, all applications, papers, documents, deeds, declarations, maintenance agreement and other papers as per formats prepared by the Promoter and do all such acts, deeds and things as the Promoter may deem fit and necessary in the interest of the development of the Uttora Township including Project on the Owned Lands;
10. To pay all existing and future municipal and other rates and taxes payable to the applicable municipal authority and/or any other statutory or other body in respect of the Plot in accordance with Applicable Law and without any delay or default whatsoever. In the event of non-payment or delay in payment by the Purchaser of the same, the Purchaser alone shall be liable for payment of the arrears along with all penalty, interest, charges etc., as may be charged and/or chargeable by the relevant authority and shall ensure that the Land Owner(s) and the Promoter are not made liable there for in any manner whatsoever. In case the Purchaser fails to pay the rates and taxes as aforesaid, the Promoter will pay the same on behalf of the Purchaser and the Promoter shall have the right to recover such payments made on behalf of the Purchaser from the Purchaser along with interest payable at the rate 18 % (eighteen per cent) per annum to be computed from the date of such payment to the realization of the same;
11. To allow all persons authorized by the Promoter or the FMC or the Maintenance Body to inspect, repair or to do any other maintenance work within the Plot without any obstruction or hindrance;
12. To comply with the provisions of the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and all rules and regulations made thereunder and all other Applicable Law and provide the Promoter with copies of permissions and approvals, if any, as the Promoter may require from time to time. The Promoter shall not be held responsible towards any Third Party making payments/remittances on behalf of the Purchaser and such Third Party shall not have any right in respect of the Plot in any way. The Promoter shall be issuing payment receipts solely in favour of

the Purchaser;

13. To hereby expressly authorize the Promoter to adjust/appropriate all payments made by the Purchaser under any head(s) of dues against lawful outstanding, if any, in the Purchaser's name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner otherwise than as decided by the Promoter in its sole discretion. The Purchaser hereby covenants to bear all taxes that may be levied on the Promoter or the FMC, on account of making such adjustments/appropriations;
14. To hereby expressly accept and acknowledge that the obligations to be undertaken by the Purchaser under this Deed are mainly for securing the beneficial enjoyment of the other properties in Uttora Township including the Project by other plot holders and is not repugnant to the interest of the Purchaser granted hereunder;
15. To comply with all Applicable Law, including all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ Governmental Authority or any other competent authority in respect of the Plot at his/her/their/its own cost. In the event that there are any changes in the rights, interest, obligations and/or title enjoyed by the Purchaser due to changes in Applicable Law, the Purchaser shall be bound by such changes and shall not hold the Land Owner(s) and/or the Promoter liable on account thereof;
16. To hereby expressly accept and acknowledge that all liability for personal injury and/or loss to Third Party caused by the activities of the Purchaser on the Plot shall be the responsibility at all times of the Purchaser and the Land Owner(s) and/or the Promoter shall have no liability whatsoever in this regard;
17. Not to put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Uttora Township;
18. Not to use the Plot for any purpose other than for residential use and to not carry out any commercial construction upon it or use the same in a manner that may cause nuisance or annoyance to other occupants in the Uttora Township including the Project or for any illegal or immoral purpose;
19. Not to use the Plot for any religious activity by way of construction of temple, mosque etc. or use the Plot for performance of any religious sacrifice.
20. To hereby expressly authorize the Promoter to make additions to or put up additional structures anywhere in the Uttora Township including the Project on the Owned Lands as may be permitted by the competent authorities and such additional construction/ structures shall be the sole property of the Promoter which the Promoter will be entitled to dispose of in any way it chooses without any interference from the Purchaser. The Purchaser further agrees and undertakes that he/she/they/it shall after taking possession of the Plot or at any time thereafter, not object to the

Promoter constructing or continuing with the construction of the other building(s)/block outside/adjacent to the said Plot or claim any compensation or withhold the payment of Common Expenses including the maintenance and other charges, as and when demanded by the Promoter;

21. To observe the rules framed from time to time by the Promoter and/or the FMC and/or the Maintenance Body;
22. To maintain or remain responsible for the structural stability of any constructed structures on the Plot;
23. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Plot or in the compound or any portion of the Uttora Township including the Project;
24. Not to encourage the guests visiting the Purchaser to access any part of the Uttora Township including the Project that is unoccupied;
25. To remain fully responsible for any pets which may be kept by the Purchaser;
26. To carry out proper pest control treatment in the Plot, at the cost of the Purchaser;
27. To keep the Plot free from wild growth of grass, trees, shrubs etc. If neglected, the Promoter, its nominee and /or the FMC and/or the Maintenance Body may undertake suitable cleaning and upkeep operations at the cost of the Purchaser after issuing a notice of 7 (seven) Business Days. The cost along with 10% (ten per cent) administrative charges and applicable taxes shall be recovered by the Promoter, its nominee and /or the FMC and/or the Maintenance Body from the Purchaser;
28. Not to sub-divide the Plot or amalgamate the Plot with other plots, without the prior written consent of the Promoter;
29. To remain fully responsible for the internal security of the Plot and the constructed property thereon;
30. To pay regularly and punctually within 7th (seventh) day of every month, in advance and month by month, the Common Expenses as described in **Schedule 6** hereunder written at such rate as may be decided, determined and apportioned by the Promoter or the FMC or the Maintenance Body, to be payable from the date of possession, to the Promoter or the FMC or the Maintenance Body, without any abatement or demand.
31. To initiate procedure for construction of the residential house on the Plot within 3 (three) years from the date of possession or deemed possession whichever is earlier.

SCHEDULE 6: COMMON EXPENSES

The Purchaser hereby agrees and covenants to bear the following costs and expenses in such share as the Promoter or the FMC or the Maintenance Body may determine:

1. Costs and expenses relating to the Common Area specified in **Schedule 4** above;
2. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of the Uttora Township or any part thereof, so far as the same is not the liability of or attributable to the property of any individual owner of any plot;
3. Costs and expenses relating to renewal of various licenses such as fire, pollution and annual maintenance contracts;
4. Costs and expenses relating to maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleaning of the Uttora Township;
5. Costs and expenses relating to the lawns, water bodies, passage-ways, drive ways and other Common Areas meant for common use of all the plot owners of the Uttora Township;
6. Costs and expenses relating to light posts and bulbs in the Common Areas ;
7. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens;
8. Costs and expenses relating to water treatment plants used for the Uttora Township;
9. The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter and/or the FMC and/or the Maintenance Body for managing and maintaining the Common Areas;
10. All rates, levies, Taxes or fees in relation to the Uttora Township including the Project and/or the Owned Lands including the Said Land that are to be paid by the Promoter and/or the FMC and/or the Maintenance Body for providing the services which are to be provided and which are payable under any existing law or under any other enactment in future;
11. Any other expenses incurred by the Promoter and/or the FMC and/or Maintenance Body in respect of the Uttora Township not specifically mentioned herein;
12. Expenses for maintaining the boundaries of the Uttora Township;
13. Fees of the auditors;

14. All expenses incurred in holding of the Common Areas and carrying on management of the Uttora Township; and
15. All costs, charges and expenses for defending or prosecuting any litigation.

DRAFT

IN WITNESS HEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED, ON THE DAY, THE MONTH AND THE YEAR HEREINABOVE WRITTEN.

Executed and Delivered by Land Owner(s) in the presence of:

The contents of this deed understood personally by me / us and written as per my / our instructions

Executed and Delivered by PROMOTER in the presence of:

The Contents of this deed understood personally by me / us

Executed and Delivered by the Purchaser in the presence of:

The Contents of this deed understood personally by me / us

Drafted by me as per the instructions of the Land Owner(s) of this deed.

DRAFT

MEMO OF CONSIDERATION

Received from the within named Purchaser the said sum of INR [●] (Indian Rupees [●]) only towards full and final payment of the Total Price of the Plot, in the manner as follows:

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (INR)
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
			Total	[●]

DRAFT

For Luxmi Portfolio Limited

Authorised Signatory/Director

**Annexure
(Insert Plan A)**

DRAFT

Annexure
(Insert Plan B)

DRAFT