

2965/2012

SI 1096

राष्ट्रीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पांच हजार रुपये

FIVE THOUSAND RUPEES



INDIA

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A 249697

LUXOR SOFTWARES LTD.

MLA - OSL DEVELOPERS (JV)

*[Signature]*  
Authorised Signatory

MLA - OSL DEVELOPERS (JV)

*[Signature]*  
Authorised Signatory

# DEED OF ASSIGNMENT

CERTIFIED THAT THE DOCUMENT ADMITTED TO REGISTRATION, THE SIGNATURE SHEET AND THE ASSIGNMENT SHEET ATTACHED TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT

*[Signature]*  
ADDL. DIST. SUB-REGISTRAR  
BANGOGRA, DIST. BANGOGRA

MLA OSL DEVELOPERS (JV)

Authorised Signatories

MLA OSL DEVELOPERS (JV)

Authorised Signatories

19 A MAY 2012

LUXMI TOWNSHIP LTD.

(Hemanta Kalita)  
Authorised Signatory

MLA - OSL DEVELOPERS (JV)

A.C. Agarwal  
Authorised Signatory

MLA - OSL DEVELOPERS (JV)

Authorised Signatory

THIS INDENTURE is made this the 30<sup>th</sup> day of APRIL Two Thousand and Twelve

BETWEEN

LUXMI TOWNSHIP LIMITED, (PAN No. AAACL5480C) a Company within the meaning of the Companies Act, 1956 and having its registered office at 'Kishore Bhavan', 17, R N Mukherjee Road, P.S. Hare Street, Kolkata-700 001, represented by its Authorised Signatory : MR. HEMANTA KALITA (authorised vide Resolution of the Board of Directors dated 26.11.2011), hereinafter referred to as "ASSIGNOR" (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-interest and/or permitted assigns) of the ONE PART

AND

M/S MLA - OSL DEVELOPERS (JV) (PAN No. AACAM3335R) having its Registered Office at 234/3A, A.J.C. Bose Road, FMC Fortuna, Kolkata-700020, P.O. and P.S. Bhowanipur, West Bengal, duly registered under the appropriate Law - represented by its Authorised Signatory / DIRECTOR/S : (authorised vide Resolution of the Board of Directors dated 25.04.2012) 1. MR. ANIL KUMAR AGARWAL SON OF SRI MASANI LAL AGARWAL 2. MR. SANTOSH KUMAR GOYAL, SON OF SRI OM PRAKASH GOYAL - hereinafter referred to as the "ASSIGNEE" (which expression shall, unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and permitted assigns) of the OTHER PART:

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(Incorporated in India)  
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*A.C. Asan*  
Authorized Signatory

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*[Signature]*  
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WHEREAS the Assignor obtained permission from the Government of West Bengal to occupy land for the purpose of setting up a Satellite Township.

AND WHEREAS the Government of West Bengal identified and earmarked All That the piece and parcel of land measuring about 393.25 acres, a little more or less in Mouzas: Gourcharan, J.L. No. 81, P.S.-Matigara, Mouza: Baragharla, J.L. No. 82, P.S. Matigara and Mouza: Ujanu, J.L. No. 85, P.S. Matigara, in Siliguri, in the District of Darjeeling;

AND WHEREAS with a view to enabling the Assignor to implement its project of setting up a modern satellite township, the Governor for the State of West Bengal, by an Indenture of Lease dated 21<sup>st</sup> Day of November, 2003 registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, District-Darjeeling and recorded in Book No. 1, Volume No. 69 pages 335 to 434 being Deed No. 3423 for the year 2003, hereinafter referred to as "the PARENT LEASE", granted in favour of the Assignor, a lease in respect of the said 393.25 acres of land mentioned above, as more fully and particularly described in the Schedule to the said Indenture of Lease dated the 21<sup>st</sup> November, 2003 and also described in the **FIRST SCHEDULE** hereof and delineated on a sketch annexed hereto and thereon bordered in colour "**BLACK**", showing the total area demised in favour of the Assignor, hereinafter referred to as "the SAID TOTAL AREA";

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(The Kanta Kallin)  
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**AND WHEREAS** the Parent Lease is for a period of 99 years from 23<sup>rd</sup> Day of April, 2002 with option for renewal of the same for a further period of 99 years and thereafter, successive like periods upon the same terms and conditions, save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time;

**AND WHEREAS** as the Lessee under the Parent Lease, the Assignor herein was required to develop the land demised in accordance with the development schemes approved by the Government of West Bengal and to divide and demarcate the land into plots of various sizes to be used for group residential, commercial and other purposes and to provide the infrastructural and support facilities and services for the proposed township;

**AND WHEREAS** under the Parent Lease, the Assignor is not permitted to transfer its leasehold rights in respect of part or whole of the Said Total Area demised in favour of the Assignee without the prior permission in writing of the District Land and Land Reforms Officer.

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AND WHEREAS the Assignor is entitled to allot and/or transfer and/or assign, the developed plots to the intending allottees and to receive all amounts receivable from such allottees in respect of such allotment and/or transfer and/or assignment and to appropriate the same, subject however to obtaining prior written permission of the concerned District Land & Land Reforms Officer;

AND WHEREAS the District Land and Land Reforms Officer of the Govt. of West Bengal, Darjeeling is authorised to grant the necessary permission to the Assignor to transfer and/or assign its right, title or interest in respect of the part or whole of the Said Total Area to the allottees and prospective Assignees, whenever applied by the Assignor in that behalf;

AND WHEREAS the Assignor took possession of the Said Total Area pursuant to and in terms of the Parent Lease, commenced and concluded the development of the said demised land by leveling the land, by opening out roads, by constructing pucca surface drains and dividing the Said Total Area of land into various plots of various sizes and description in various Blocks having separate distinctive numbers and also providing the different plots with infrastructural facilities and services for setting up residential-cum-commercial township, which has been named by the Assignor and is now known as 'Uttorayan Township', (hereinafter referred to as the

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(Private Entity)  
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*[Signature]*  
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"UTTARAYAN TOWNSHIP") which is within the jurisdiction of the Siliguri Jalpaiguri Development Authority (hereinafter referred to as the "SAID AUTHORITY");

AND WHEREAS the Said Authority framed regulations for controlling the use and development of the land within the Said Uttarayan Township and for matters connected therewith;

AND WHEREAS the Assignor provisionally allotted the various plots to several parties applying for and intending to take such allotments;

AND WHEREAS the Assignee applied to the Assignor for provisional allotment of the a plot at Group Housing Plot 'A' of the Uttarayan Township,

AND WHEREAS by a letter dated 27<sup>th</sup> December, 2010 (hereinafter referred to as "the PROVISIONAL ALLOTMENT LETTER") the Assignor provisionally allotted to the Assignee herein one plot being Group Housing Plot 'A' (for construction of apartments) in the Uttarayan Township, which plot is more fully described in the SECOND SCHEDULE hereto and shown on a plan annexed hereto and thereon bordered in colour 'RED' (hereinafter referred to as "the SAID PLOT"), Inter alia, on the terms and conditions contained in the Provisional Allotment Letter;

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M. K. Sharma  
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M. K. Sharma  
Authorized Signatory

MLA - OSL DEVELOPER

  
Authorized Signatory

**AND WHEREAS** the Assignee accepted the said provisional allotment under the Provisional Allotment Letter and agreed to make full payment of all amounts as specified in the Provisional Allotment Letter in the manner indicated therein and to observe and fulfill all the stipulations;

**AND WHEREAS** the Assignor duly completed the work of development in respect of the Said Plot to make it ready for possession;

**AND WHEREAS** after receiving the agreed payments as mentioned in the Provisional Allotment Letter referred to hereinabove, the Assignor has since delivered possession of the Said Plot to the Assignee on 09.04.2012

**AND WHEREAS** the required permission to transfer the Said Plot has been obtained by the Assignor from the District Land & Land Reforms Officer, Darjeeling vide Memo No. 31/DLLRO/Spl.Cell/Matigara dated 14<sup>th</sup> Nov, 2011;

**AND WHEREAS** the Assignee has fully satisfied itself with regard to the title of the Assignor, the area of the Said Plot, and the status of various common facilities and amenities in the Uttorayon Township;

**AND WHEREAS** with a view to completing the title of the Assignee in respect of the Said Plot the Assignee has requested the Assignor to execute and register this Deed of Assignment on the terms, conditions, covenants and stipulations set out hereinbelow.

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(Meharika, Karisat)  
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I. NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs.25,99,38,250/- (Rupees Twenty five Cores Ninety Nine Lacs Thirty Eight Thousand Two Hundred Fifty) only paid by the Assignee to the Assignor (the receipt whereof the Assignor doth hereby as also by the Memo hereunder written acknowledge), the Assignor hereby assigns in favour of the Assignee all its right, title and interest under the Parent Lease in respect of the Said Plot, which Plot is more fully and particularly mentioned and described in the Second Schedule hereunder written and delineated in the MAP or PLAN annexed hereto and thereon bordered in colour "RED" TOGETHER WITH all rights, easements, privileges and entitlements appurtenant thereto belonging thereto with liberty and power to the Assignee to erect and/or complete building/s and structure/s thereon in accordance with the terms and conditions and covenants mentioned hereinbelow and to lay out sewers, drains, water courses, pipes and cables thereunder and otherwise to exercise into, upon or the Said Plot all the rights and privileges given to all the allottees of the different plots in the Uttarayan Township in accordance with the Development Control Rules of Uttarayan Township, Siliguri without any let or hindrance by the Assignor or any person or persons having or claiming title from, under or in Trust of the Assignor and with the right of user and enjoyment of only such of the common portions, areas, parts, amenities and facilities of the Uttarayan Township as more particularly described in the



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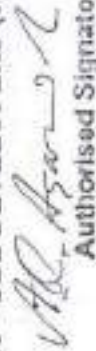
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*[Signature]*  
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THIRD SCHEDULE hereto excluding those areas, amenities and spaces as more fully described in the FOURTH SCHEDULE, hereunder written, free from all encumbrances, trust, liens, lispense and attachments but subject to the terms and conditions of the Parent Lease and the applicable Rules and Regulations made by the Said Authority i.e. Siliguri Jalpaiguri Development Authority or any other authority replacing the Said Authority by order of the Government of West Bengal ~~TO HOLD~~ the Said Plot of land unto the Assignee for all the unexpired residue now to come of the said term of 99 years commencing from 23<sup>rd</sup> Day of April, 2002 granted by the Parent Lease with an option for renewal for a further period of 99 years and thereafter, to successive renewals for like periods, save as to rent which may be increased or otherwise varied by the Government of West Bengal in accordance with the provisions of law as may be in force from time to time, YIELDING AND PAYING therefore the rent for the area of the Said Plot (as would be payable under the applicable law(s), in force from time to time) in the office of the District Land and Land Reforms Officer at Darjeeling or in other designated office as may be approved by the Government of West Bengal, within first 60 days of the year for which such rent is payable subject to the observance and performance of the covenants, stipulations, restrictions and obligations by the Assignee of the terms and conditions of the management, administration and maintenance of such of the common portions of

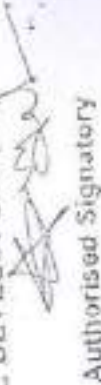
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Uttorayon Township as are mentioned in the Third Schedule hereto and subject further to the Assignee's paying and discharging all existing Taxes, impositions, out-goings etc., on and from the date of the Provisional Allotment Letter or Possession Date and also all future impositions, if any, in respect of the Said Plot and also proportionately for the common portions as mentioned in Third Schedule hereto enjoyed by the Assignee by reason of being the Assignee of the Said Plot.

## II. OBLIGATIONS OF THE ASSIGNEE :


The Assignee covenants with the Assignor as follows;

- (1) To abide by and comply with all the terms & conditions as mentioned in the Parent Lease.
- (2) Pay the annual rent determined by the District Land and Land Reforms Officer, Darjeeling @0.3% of the land cost in respect of the land of the Said Plot within first sixty days of the year for which such rent is payable, in the office of the District Land and Land Reforms Officer, Darjeeling. In case of delay or default on the part of the Assignee herein in payment of rent and other charges payable under these presents, the Assignee shall be liable to pay without prejudice to the other rights of the Lessor, i.e. the Government of West Bengal interest @ 6¼% per annum on the amount of the rent in arrear till the day of payment.

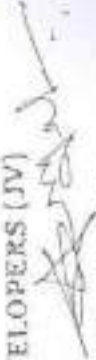
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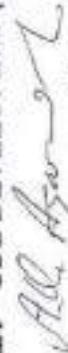
  
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- (3) pay, or cause to be paid, all rates and taxes or imposition which are now or hereinafter be assessed, charged or imposed upon the Assignee in respect of the land of the Said Plot as well as the building(s) and/or structure(s) to be erected thereon.
- (4) be entitled to take fresh lease after the expiry of the remaining unexpired period of the lease so assigned, on such terms & conditions and on payment of such annual rent as the State Government may then fix in granting such fresh lease.
- (5) Not to make any addition or alteration of the site or to the building and/or buildings erected and built as aforesaid, except with the prior approval of the District Land & Land Reforms Officer, Darjeeling or any other Officer and/or Siliguri Jalpaiguri Development Authority or any authority exercising their jurisdiction, power and authority at the relevant point of time. Such permission is also to be sought with prior notice to the Assignor for any other agency set up by the Assignor or the purpose of management and maintenance of the Uttorayon Township.
- (6) Not to engage in any activity, which is offensive, noxious or injurious to public health.

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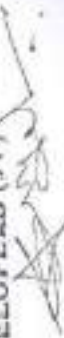
  
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- (7) Not to construct or allow the construction of any structure/s in any part of the Said Plot as a place of public worship, without first obtaining the permission of the District Land & Land Reforms Officer, Darjeeling or any other Officer exercising his jurisdiction, power and authority at the relevant point of time. Such permission is also to be sought with prior notice to the Assignor or any other agency set up by the Assignor for the purpose of management and maintenance of the Uttorayon Township.
- (8) Not to use or allow any part of the Said Plot or building or buildings to be erected thereon for any illegal or immoral purposes or any other purpose, which may cause annoyance or inconvenience to the lawful users and occupiers of adjoining and neighboring plots.
- (9) Not to divide the Said Plot excepting with and in accordance with the permission to be obtained for such division from the District Land & Land Reforms Officer, Darjeeling and any other Officer exercising his jurisdiction, power and authority at the relevant point of time and such permission is to be obtained with prior notice to the Assignor or any other agency setup by the Assignor for the purpose of management and maintenance of the common areas and facilities of the Uttorayon Township.

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- (10) Not to assign underlet, sublease or part with possession of the Said Plot or any part thereof without first obtaining the written consent of the District Land & Land Reform Officer, Darjeeling or any other Officer exercising his jurisdiction, power and authority at the relevant point of time. Such permission has to be sought with prior intimation to the Assignor or any other agency set up by the Assignor for the purpose of management and maintenance of Uttorayon Township. The permission to assign, underlet and sublease, the Said Plot and/or any part thereof in favour of any other person or persons shall have to be obtained on such conditions as may be prescribed by the Government of West Bengal for granting such permission. It is understood that the permitted assignment or sublease or transfer of interest or any transfer of any interest in the Said Plot created hereby will be subject to the same terms and conditions as provided herein and also subject to the terms and conditions of the Parent Lease.
- (11) Not to mortgage or charge the lease hold interest of the Assignee created hereby in the Said Plot without the previous consent in writing of the District Land & Land Reforms Officer, Darjeeling or any other Officer exercising his jurisdiction, power and authority at the relevant point of time.

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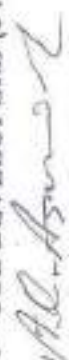
  
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- (12) Not to claim any right, title and interest of any nature whatsoever over and in respect of those areas, amenities and spaces as more fully described in the Fourth Schedule hereunder written.
- (13) To keep the Said Plot including, the buildings erected thereon and the sewers, drains, walls and appurtenances in clean and sanitary condition.
- (14) Not to excavate any part of the Said Plot excepting for the purpose of construction of building and/or buildings according to the plans to be sanctioned or any other Plan as may be approved by the concerned authorities and not to allow accumulation of waste or water or unwanted bushes and shrubs on it.
- (15) To keep the Said Plot reasonably clean and in habitable and sanitary condition and to keep the boundaries of the Said Plot well marked so that the demarcation may be easily recognized and identified.
- (16) To apply for and obtain connection of electricity /Power from the West Bengal State Electricity Distribution Company Limited (WBSEDCL) and to pay WBSEDCL deposits and comply with all other required formalities. It is understood that the Assignor

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shall, in due course of time, hand over all offsite electrical distribution systems to WBSEB and after such handing over the installations will be the property of WBSEDCL which will be solely responsible for maintaining and managing the same.

- (17) To install and maintain, at its own cost, deep tubewell of required capacity as per the requirement of the Assignee at a suitable location within the Said Plot and also to apply and obtain water supply in case any water supply scheme is introduced or provided by the authorities concerned, the Assignee will be required to apply for getting individual water supply.
- (18) To make arrangement for disposal of sanitary and sewerage and storm water to the nearest offsite facilities of the Uttorayon Township as per permission granted by the Said Authority to the Assignor.
- (19) The Assignee admits that all common areas, services and facilities such as roads, water system, drainage, garbage disposal, landscape, sewerage treatment plant and sewerage system etc., in the Uttorayon Township shall remain the property of the Assignor. The Assignor will be responsible for the maintenance and management, either through itself or through a management agency, which shall be formed for the maintenance

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and management of the Uttarayan Township. There will be no objection on the part of the Assignee for the Assignor's transferring the said common areas, services and facilities and the responsibility of the maintenance and management thereof to the agency setup by the Assignor.

- (20) To allow persons authorized by the Assignor to inspect, repair and clear the sewerage lines and manholes or to do any other work in connection with the Said Plot required for the proper maintenance and safety of the Said Plot and the adjoining plots without any obstruction or hindrance.
- (21) Not to claim, under any circumstances, any share or interest or any right of any nature outside the Said Plot excepting what is mentioned in the Third Schedule hereto.
- (22) Not to interfere with in any manner, in any project or activity for the Uttarayan Township outside the Said Plot.
- (23) To apply for and have the Said Plot separately assessed and mutated in the name of the Assignee in the records of the Said Authority and shall pay taxes accordingly.



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*[Signature]*  
(Authorized Signatory)  
Authorized Signatory

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*[Signature]*  
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*[Signature]*  
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- (24) To file with the Assignor a certified copy of this Deed of Assignment within ninety days of the admission of the document by the registering authority.
- (25) Maintenance Charges: The Assignor, either by themselves or through its nominee(s), will maintain the common areas and facilities in 'Uttorayon' Township for a period of 18 months from the date of handing over the physical possession of the Said Plot to the Assignee. The Assignee will pay such proportionate maintenance charges, as may be fixed by the Assignor, after the expiry of the said period of 18 months for the common area as stated in the THIRD SCHEDULE hereunder written. The maintenance of the common areas will be the responsibility of the Township Management Company to be formed or engaged by the Assignor or by the body to be constituted by the allottees of different plots in the Uttorayon Township and the common maintenance charges (for the common areas as stated in the Third Schedule hereunder written) will be paid by the Assignee to such Company or body, as the case may be. At that time the Assignee may be required to become a member of such body and will be required to pay corpus fee and other charges as determined by the said body and abide by the rules & regulations in respect of such common maintenance. The

  
 (Himanta Kalita)  
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common area maintenance charges (as applicable as stated above) will be payable by the Assignee to such Township Management Company and / or to such body, as the case may be, in respect of the period subsequent to the expiry of 18 months from the date of delivery of physical possession as stated hereinabove.

### III. Obligations of the Assignor :

- (1) The Assignor shall, at the request and cost of the Assignee, do all such further acts, deeds, matters and things to perfect the Assignment or any other matter relating to the Said Plot or any other matter related to the sole, absolute and peaceful enjoyment of the Said Plot by the Assignee and also sign and execute all such other deeds, documents, papers and undertakings and render such co-operation and consent to such requests as may be required by the Assignee in terms of the Parent Lease.
- (2) The Assignor shall, in due course of time, handover all offsite electrical distribution systems to WBSEDCL and shall ensure that after such handing over, all such installations become the property of WBSEDCL. Till the time of handing over as aforesaid the Assignor shall be responsible for maintenance, management and security of all such installations.

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(Himanshu Kalita)  
Authorised Signatory

MLA - CSL DEVELOPERS (JV)

*M.C. Bansal*  
Authorised Signatory

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*[Signature]*  
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- (3) To make arrangement, at its own costs and expenses, for the sanitary, sewerage and storm water disposal net work / system for the Uttorayon Township and to obtain required approval(s) of the concerned authorities including the Said Authority for the same.
- (4) To maintain, either by itself or through its nominee(s), the common areas of Uttorayon Township (including the areas mentioned in the Third Schedule hereunder written) for a period of ~~eighteen months from the date of delivery of physical possession as stated hereinabove and thereafter to set up suitable mechanism to ensure transfer of responsibility of maintenance to a Township Management Company and/or similar such body, as the case may be.~~

#### IV. Commencement Date

It is agreed and declared that irrespective of actual date of taking possession of the Said Plot by the Assignee, this Deed of Assignment shall be deemed to have commenced on and from the 09.04.2012.


#### V. Assignee deemed Assignor:

From the date hereof, the Assignee will be deemed to be the Lessee of the Said Plot as if the Lease had been executed by the State Government in favour of the Assignee.

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 (Himanta Kalita)  
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**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(Particulars of the Holding)**

Mouza - Gourcharan, J.L. No. 81, P.S.-Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
311	0.62
313	0.04
320	2.21
303	3.37
319	0.45
310	0.36
310/447	0.58
309	1.28
304	0.58
147/166	0.15
147/163	0.17
147/168	0.21
147/161	0.23
157	0.20
147/177	0.23
148/176	2.02
147/170	0.21
129	12.59
129/154	0.22
129/156	0.02
129/155	0.67
129/159	0.09
129/158	0.05
129/152	0.21
175	0.16
147/164	1.06
147/165	1.89
147/167	3.93
147/162	19.00
169	0.62
148 (PART)	1.64
147/178 (PART)	0.42
147	8.43
147/160	3.37
147/171	10.35
147/173	15.32
174	3.43
	<u>96.38</u>

LUXMI TOWNSHIP LTD.

(Mehanda Kaitta)  
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Mouza - BARAGHARIA, J.L. No. 82, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
463 (PART)	0.01
461	0.28
504 (PART)	5.22
467	0.32
473	8.80
472	0.28
471	4.60
466 (PART)	32.07
468 (PART)	10.32
475 (PART)	0.27
477 (PART)	10.29
478	0.26
498 (PART)	4.99
500 (PART)	40.27
489	33.17
487	5.38
493	5.80
496	0.28
495	5.38
488	0.60
497	0.60
492	0.16
494	0.18
501	0.38
499	0.66
474	0.30
457 (PART)	5.70
461 (PART)	13.68
465	0.20
464	2.27
	<u>192.72</u>

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(Hemanta Kalita)  
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*H. Kalita*

Authorised Signatory

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*H. Kalita*

Authorised Signatory

Mouza - UJANU, J.L. No. 86, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
451 (PART)	0.68
297 (PART)	1.02
299	6.16
245/437	2.90
340	6.20
296/439	6.25
469	0.86
299/440	0.64
338/447	3.10
346	0.60
335	6.96
446	5.81
370/470	0.88
305	1.94
304	1.44
303	0.72
342	0.86
295/453	0.90
338	2.52
300	0.56
301	0.10
340/471 (PART)	1.22
343 (PART)	2.77
344	2.60
345	0.40
349	1.74
295/455 (PART)	7.58
295/456	0.23
295/457	0.40
454	0.08
295/458 (PART)	8.25
297/459 (PART)	5.03
295 (PART)	13.65
74	3.02
73	0.25
72	4.65
336	0.46
75	0.72
	<u>104.15</u>

TOTAL AREA OF LAND:

Mouza - Gourcharan	96.38 Acres
Mouza - Baragharua	192.72 Acres
Mouza - Ujanu	<u>104.15 Acres</u>
	<u>393.25 Acres</u>

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*M. K. Asan*

Authorized Signatory

MLA - OSL DEVELOPERS (JV)

*[Signature]*  
Authorized Signatory**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(The Said Plot)

**ALL THAT** the leasehold right, title and interest in the Land comprised in the Plot measuring an area of 6.61 acres, be the same a littler more or less (In a raw, undeveloped high and low land on "as is where is basis") being a portion of the Said Total Area described in the **FIRST SCHEDULE** hereinabove comprising in R.S. Khatian No. 847, R.S. Plot No. 129 corresponding to its L.R. Khatian No. 1049, L.R. Plot No. 375 under Mouza - Gourcharan, J.L. No. 81, under P.S. Matigara, in the District of Darjeeling and more fully delineated in the **MAP** or **PLAN** annexed hereto and thereon bordered **RED** and butted and bounded as follows:

- |              |   |  |
|--------------|---|--|
| On the North | : | 17.8 M wide Road, Green area and 15 M wide Road; |
| On the South | : | Pucca Nala;                                      |
| On the East  | : | 15 M wide Metal Road;                            |
| On the West  | : | Land of S J D A and then river chumta.           |

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Common portions, areas, parts, amenities and facilities)

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttorayon Township, which are open to sky.
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:** Underground sewerage network to discharge toilet waste with manholes.
4. **Boundary Wall:** Common boundary walls.
5. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
6. **Garbage disposal:** All garbage disposal vats including any open or covered area for such purpose as may be designated by Assignor or any other agency setup by the Assignor for the purpose of management and maintenance of the common areas and facilities of the Uttorayon Township.
7. **Gate complex** along with security room.



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8. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered), if any, in or about the Uttorayan Township as are necessary for user in common by the allottees/purchasers of various plots in Uttorayan Township.
9. **Power sub-station rooms :** In case Power Supply is obtained through Power supply Network of the "Uttorayan Township", all power Sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be exclusive properties of such agency.
10. In case water supply is obtained through water supply network of the "Uttorayan" Township, the following will be applicable:
- Water Supply Network:** Pipe Lines laid under ground to raise water from the Semi-underground reservoir to roof top tanks.
  - Deep Tubewells:** Deep Tubewells laid underground together with pumps and their equipments.
  - 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 equipments.
  - Iron Removal & Softening Plant:** Iron removal & softening plant and machinery together with all equipments and fittings as may be provided therein.

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(Hemanta Kalita)  
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MLA - OSL DEVELOPERS (P)

  
Authorized Signatory**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(The areas, spaces and amenities excluded out of common areas)

1. Banquet Hall along with the Land appurtenant thereto.
2. Amphitheatre and adjacent park.
3. Club premises along with open spaces adjacent thereat.
4. Shopping areas and open spaces adjacent thereat.
5. Open space and club adjacent to 'The Residency' and within 'The Residency'.
6. Open spaces, community centre within the 'Efficiency' and 'Comfort' blocks and within the said demarcated area.
7. Open spaces in or around the market areas.
8. The entire southern portion of the project being south of National Highway-31.
9. Cable TV and Telephone network and installations.
10. Open spaces and land adjacent to schools, nursing homes, hospitals, hospital areas, shopping and marketing areas, institutional areas, power installations, cluster park and designated parking areas, water supply systems, pump and reservoir areas, sewerage treatment plant and sewerage network.
11. Any other areas and spaces (both open and covered) adjacent to any service/utility.

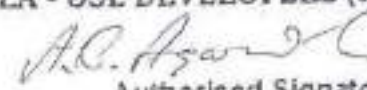
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by  
the ASSIGNOR above named in the  
presence of:

Sunandilá Guha  
Uttorayan, Matigara  
Siliguri

LUXMI TOWNSHIP LTD.  
  
(Hemanta Kalita)  
Authorised Signatory

SIGNED, SEALED AND DELIVERED by  
the ASSIGNEE above named in the  
presence of:

MLA - OSL DEVELOPERS (JV)  
  
Authorised Signatory

গাংগা খিলি ২টি (PAWAN KR. SAH) ১/০ নং

শিব চন্দ্র সানু (Shiew chandra sahu)  
Biswa chandra colony  
ward No 44  
P.O. B.P.S. Siliguri Dt Arunachal.

MLA - OSL DEVELOPERS (JV)  
  
Authorised Signatory

Drafted by me and computerized in my office:-

Himadri Mohanta  
Advocate, Siliguri  
Regd. No. WB-1034 of 2002.

RECEIVED of and from the within named ASSIGNEE  
 the within mentioned sum of Rs. 25,99,38,250/-  
 (Rupees Twenty five Cores Ninty Nine Lacs Thirty  
 Eight Thousand Two Hundred Fifty) only being the  
 full amount of Selami or Premium payable under  
 these presents in the manner mentioned herein  
 below:

Rs. 25,99,38,250/-

#### MEMO OF CONSIDERATION

By Demand Drafts / Banker Cheque

Rs. 25,99,38,250/-

Total: Rs. 25,99,38,250/-

(Rupees Twenty five Cores Ninety Nine Lacs Thirty Eight Thousand Two Hundred Fifty)  
 only

LUXEM TOWNSHIP LTD.

(Signature)  
 Authorized Signatory

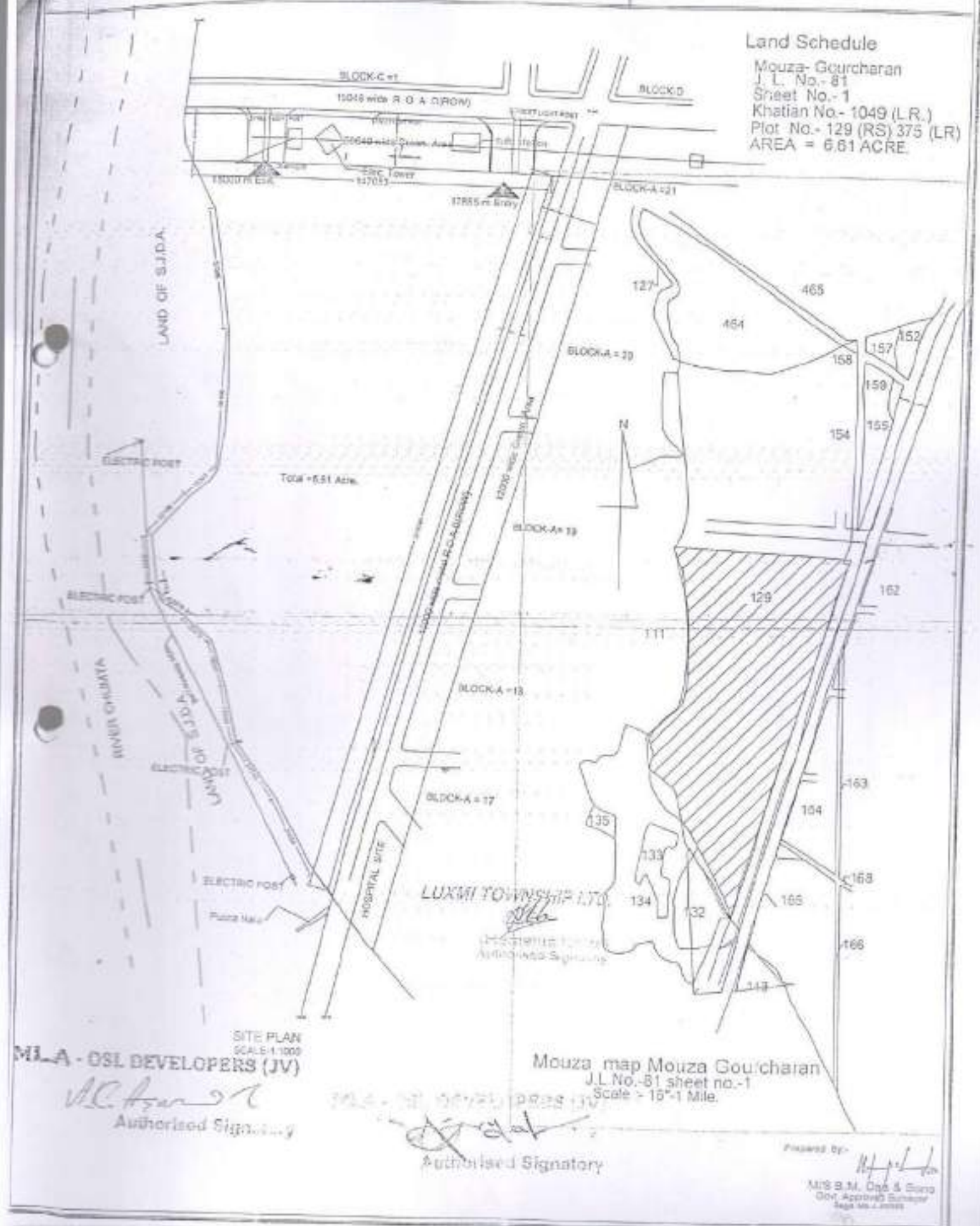
(ASSIGNOR)

SITE PLAN SHOWING THE LAND OF  
**LUXMI TOWNSHIP LIMITED**  
 UTTRAYAN, NEW TOWNSHIP SILIGURI,  
 Ps. Malgara, Dist. Darjeeling.

PLOT NO.- GROUP HOUSING PLOT A  
 PLOT AREA = 6.61 Acre.  
 MORE OR LESS

**Land Schedule**

Mouza- Gourcharan  
 J.L. No.- 81  
 Sheet No.- 1  
 Khatian No.- 1049 (L.R.)  
 Plot No.- 129 (RS) 375 (LR)  
 AREA = 6.61 ACRE.



M.A. - OSL DEVELOPERS (JV)

*[Signature]*  
 Authorized Signatory

Mouza map Mouza Gourcharan  
 J.L. No.-81 sheet no.-1  
 Scale - 1/8" = 1 Mile.

M.A. - OSL DEVELOPERS (JV)  
*[Signature]*  
 Authorized Signatory

Prepared by:  
*[Signature]*  
 M/S B.M. Das & Sons  
 Govt. Approved Surveyor  
 Regd. No. 1/2000

Finger Prints of \_\_\_\_\_

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

LUXMI TOWNSHIP LTD.

(Hemanta Kalita)  
Authorized Signatory

Signature

Finger Prints of \_\_\_\_\_



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

MLA - OSL DEVELOPERS (JV)

*(Signature)*  
Authorized Signatory

Signature

Finger Prints of \_\_\_\_\_

Passport Photo



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

MLA - OSL DEVELOPERS (JV)

*(Signature)*  
Authorized Signatory

Signature



Government Of West Bengal  
Office Of the ADSR Siliguri-II at Bagdogra  
District:-Darjeeling

Endorsement For Deed Number : I - 04096 of 2012  
(Serial No. 03965 of 2012)

On

Payment of Fees:

On 30/04/2012

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-25,99,38,250/-

Certified that the required stamp duty of this document is Rs.- 15596294 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17.58 hrs on :30/04/2012, at the Private residence by Hemanta Kalita  
Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 30/04/2012 by

1. Hemanta Kalita

Authorised Signatory, Luxmi Township Limited, Kishore Bhavan, 17 R N Mukherjee Road, Thana:Hare Street, District:Kolkata, WEST BENGAL, India, P.O. :-R N Mukherjee Road Pin :-700001 .  
By Profession : Service

2. Anil Kumar Agarwal

Director, M/s M L A - O S L Developers ( J V ), 234/3 A, A J C Bose Road, P M C Fortuna, Kolkata, District:Kolkata, WEST BENGAL, India, P.O. :-Bhowanipur Pin :-700020 .  
By Profession : Business

3. Santosh Kumar Goyal

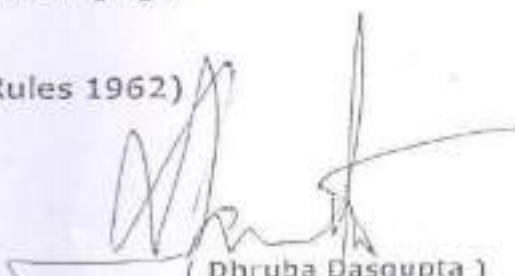
Director, M/s M L A - O S L Developers ( J V ), 234/3 A, A J C Bose Road, P M C Fortuna, Kolkata, District:Kolkata, WEST BENGAL, India, P.O. :-Bhowanipur Pin :-700020 .  
By Profession : Business

Identified By Pawan Kr Sahu, son of Shien Chandra Sahu, Bidya Chandra Colony, Ward No.- 44, Thana:Siliguri, District:-Darjeeling, WEST BENGAL, India, P.O. :-Siliguri . By Caste: Hindu, By Profession: Business.

(Dhruba Dasgupta)  
A.D.S.R. Siliguri-II at Bagdogra

On 04/05/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

  
( Dhruba Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra  
Endorsement Page 1 of 2

04/05/2012 18:30:00



Government Of West Bengal  
Office Of the ADSR Siliguri-II at Bagdogra  
District:-Darjeeling

Endorsement For Deed Number : I - 04096 of 2012  
(Serial No. 03965 of 2012)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 63 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 0.00/-, on 04/05/2012

Amount by Draft

Rs. 2859318/- is paid , by the Bankers cheque number 551609, Bankers Cheque Date 30/04/2012,  
Bank Name State Bank of India, Mangaldeep, received on 04/05/2012

( Under Article : A(1) = 2859318/- on 04/05/2012 )

**Deficit stamp duty**

Deficit stamp duty Rs. 15591350/- is paid, by the Bankers cheque number 551608, Bankers Cheque  
Date 30/04/2012, Bank Name State Bank of India, Mangaldeep, received on 04/05/2012

( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra



( Dhruva Dasgupta )  
A.D.S.R. Siliguri-II at Bagdogra  
EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 11  
Page from 3221 to 3254  
being No C4096 for the year 2012.



*(Handwritten signature)*

(Dhruba Dasgupta) 22-May-2012  
A.D.S.R. Siliguri-II at Bagdogra  
Office of the A.D.S.R. BAGDOGRA  
West Bengal