

This Deed of Conveyance is made ON THIS THE _____ DAY OF _____, Two Thousand and _____ by:

(1) GOSSAINPUR REAL ESTATE PRIVATE LIMITED (PAN – AACCG9288M), a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **(2) BAGDOGRA REALTORS PRIVATE LIMITED (PAN – [●])**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **(3) BALASON REALTORS PRIVATE LIMITED (PAN – [●])**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **(4) HILLCART REALTORS PRIVATE LIMITED (PAN – [●])**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **(5) WINDSTAR REALTORS PRIVATE LIMITED (PAN – [●])**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, and **(6) RUPSING REALTORS PRIVATE LIMITED (PAN – [●])**, a company incorporated under the Companies Act, 1956, Registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, **more particularly described in Schedule 1, represented by its/their duly constituted attorney – LUXMI PORTFOLIO LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at Kishore Bhawan, 17 R.N. Mukherjee Road, Kolkata- 700001, by virtue of registered power of attorney detail also given in Schedule 1 - hereinafter called as “The **Land Owner(s)**” or “**Confirming Party(ies)**”, represented by its **authorized signatory Mr. [●]**, son of [●], (which expression shall unless excluded by the context or meaning thereof, be deemed to include its/ their nominees, successors-in-interest and assigns) of the **FIRST PART**;

AND

LUXMI PORTFOLIO LIMITED (PAN – AABCL4737H), CIN – U01405WB2008PLC126077 a company incorporated under the Companies Act, 1956, having its registered office at Kishore Bhawan, 17 R.N. Mukherjee Road, Kolkata- 700001, represented by its authorized signatory **authorized signatory Mr. [●]**, son of [●], hereinafter referred to as “**LPL/Developer**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors-in-interest and assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN: [●]) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●] (PAN: [●]), represented by its authorised signatory (Aadhar no. [●]) duly authorized vide Board resolution dated [●] (“**Purchaser**”) (which expression shall unless repugnant to the context or 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]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●] (PAN: [●]), represented by its authorized Partner [●] (Aadhar No. [●]) duly authorized vide [●] dated [●] ("**Purchaser**") (which expression shall unless repugnant to the context or 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 their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an LLP]

[●] LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having LLPIN: [●] , and PAN: [●]) having its registered office at [●], represented by its authorized partner [●] (Aadhaar No. [●] and PAN: [●]), son of [●], authorized vide [●], residing at [●], ("**Purchaser**") (which expression shall unless repugnant to the context or 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 their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an individual]

Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN: [●]), ("**Purchaser**") (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

Mr. [●] (Aadhaar No. [●]) son of [●] aged about [●] years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at [●] (PAN No.: [●]), ("**Purchaser**") (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART** ;

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

LPL/Developer, Land Owner(s)/ Confirming Party(ies) and the Purchaser are individually referred to as a “Party” and collectively referred to as “Parties”.

WHEREAS:

- A. The Land Owner(s) 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, total admeasuring 124.73 (one hundred and twenty-four point seventy three) acres, P.S. Matigara / Naxalbari district Darjeeling and more particularly described in **Part A of Schedule 1** hereunder written (“Said Land”).

The Land Owner(s) is/are absolutely and severally seized and possessed of and sufficiently entitled to all the following pieces and parcels of land:

- (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 2 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 comprised in the Said Land and are collectively referred to as the “Owned Lands” and individually as the “Owned Land”.

- B. Out of the Said Land, (i) land admeasuring 19,354.52 square metres comprised in L.R. Dag Nos. 166, 168, 184, 186, 187, 188, 190, 191, 192, 193, 194, 195, 196, 197, 199, 202, 203, 204, 205, 216, 219, 222, 223, 227, 229, 230, 232, 242, 243, 246, 247, 248, 249, 250, 251, 271, 273, 274, 282, 283, 300, 303, 304 and 305, comprised in Mouza Rupsing; and

(ii) land admeasuring 1410.40 square metres comprised in L.R. Dag Nos. 43, 44, 45, 46, 47, 48 and 49 comprised in Mouza Bairatisal, total admeasuring 20764.92 square metres, was earmarked for the purpose of the project named *Uttora Phase E2* conceptualized by the Developer for development of residential plots and more particularly described in **Part G of Schedule 1** hereunder written (“**Project Land**”).

- C. LPL/Developer had individually approached the Land Owner(s)/ Confirming Party(ies) who are parties to this Deed and had entered into arrangements / collaborations with the land owners to develop, market and sell plots in the complex named as “Uttora” in Mouza Bairatisal and Rupsing, P.S. Matigara / Naxalbari district Darjeeling to be developed by LPL/Developer on the Said land (“**Project**”).
- D. Pursuant to execution of duly registered development agreements entered between the LPL/Developer and the Land Owner(s)/ Confirming Party(ies), LPL/Developer is entitled to and is competent to develop, market and sell plots in the Project, 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. Details of the said development agreements are as below:

Sl. No.	Land Owners	Date	Registration Details	Area (in decimals)	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	2404.30	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	2111.45	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,

Sl. No.	Land Owners	Date	Registration Details	Area (in decimals)	Land Details
					Police Station Matigara, District Darjeeling
3	Gossainpur 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	2368.00	JL No. 95, L.R. Khatian No. 960, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
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	2284.00	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	2403.00	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	29.11.2013	Office of the A.R.A III,	1470.10	JL No. 95, L.R.

Sl. No.	Land Owners	Date	Registration Details	Area (in decimals)	Land Details
	Realtors Pvt Ltd		Kolkata, in Book No. 1, Volume No. 10, Pages 6273 to 6316, having Deed No. I-05226 of 2013		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 Darjeeling

- E. The Purchaser being satisfied with the right, title and interest of each of the Land Owner(s)/ Confirming Party(ies) and LPL/Developer over the Said Land had applied for allotment of a plot in the Project. Pursuant to such application, LPL/Developer had agreed to provisionally allot to the Purchaser by its letter No. [●] dated [●] ("**Allotment Letter**") and General Terms and Condition No. [●] duly accepted by the Purchaser, Plot No. [●] in the Project, more particularly described in **Schedule 2** hereunder written and marked by a **Bold Double Line Black** in the site plan attached with the deed ("**Demised Land**"), subject to the Purchaser complying with the terms and conditions of the Allotment Letter, the General Terms and Conditions accepted and duly signed by the Purchaser ("**GTC**") and paying all outstanding amounts in accordance with the payment schedule.
- F. Whereas LPL/Developer on behalf of and as the constituted attorney of each of the Land Owner(s) in respect of their respective Owned Lands after receiving full payment of the requisite amount the receipt whereof duly admitted and acknowledged has since delivered possession of the said allotted plot to the purchaser herein on _____.
- G. The Purchaser being in compliance with the provisions of the Allotment Letter and having paid all amounts in accordance with the payment schedule, LPL/Developer on behalf of and as the constituted attorney of each of the Land Owner(s) in respect of their respective Owned Lands, has agreed to sell and demise to the Purchaser and the

Purchaser has agreed to purchase the Demised Land, subject to the terms and conditions set out herein.

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 & INTERPRETATION

1.1 Definition

1.1.1 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 in **Schedule 3** hereto.

1.2 Interpretation

1.2.1 In this Deed, save where the context otherwise requires:

1.2.1.1 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*;

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

1.2.1.3 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, subparagraph, schedule, exhibit, attachment, annexure or recital of this Deed;

1.2.1.4 A reference to any agreement is a reference to that agreement and all annexes, 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;

1.2.1.5 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 subdivision thereof; and

(b) where relevant, shall be deemed to include, as appropriate, that person's respective successors, assignees and transferees.

- 1.2.1.6 A reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;
- 1.2.1.7 A reference to “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form including e-mail;
- 1.2.1.8 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;
- 1.2.1.9 References to times of day are, unless the context otherwise requires, to Kolkata time and references to a day are to a period of twenty four hours running from midnight on the previous day; and
- 1.2.1.10 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
- 1.2.1.11 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**

- 2.1 In pursuance of the Allotment Letter **AND** in consideration of a total agreed sale consideration of Rs. [●] (Rupees [●]) only (“**Consideration**”) well and truly paid by the Purchaser to LPL/Developer at or before the execution hereof (the receipt whereof the LPL/Developer does hereby admit and acknowledge and acquit, release and discharge the Purchaser as well as the Demised Land hereby intended to be sold transferred and conveyed) LPL/Developer do hereby on its behalf and also as constituted attorney of the Land Owner(s)/Confirming Party(ies) sell, transfer, convey, assure and assign **FIRSTLY ALL THAT** the Demised Land fully described in **Schedule 2** hereunder written **AND SECONDLY ALL THAT** right of user in common with the other owners (and for the avoidance of doubt, not an exclusive right), of the common areas and/or utilities and/or facilities comprised in the Said Land (as more fully and particularly mentioned and described in **Schedule 4** hereunder written) **TO HAVE AND TO HOLD** the Demised Land absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever and howsoever **SUBJECT TO** the restrictions and/or rules regarding use of the Demised Land (more fully and particularly mentioned and described in **Schedule 5** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the maintenance, services charges and other charges payable in respect of the Demised Land to LPL/Developer or FMC and/or Maintenance Body, who may be in control and management of the common parts, portion, utilities and installations of the Project and to render common services (more fully and particularly mentioned and described in **Schedule 6** hereunder written).

- 2.2 **AND THIS DEED FURTHER WITNESSETH** that for the beneficial use and enjoyment of the Demised Land, it has been agreed between the Parties that all common parts, portions, areas, facilities, installations and equipment in the Project shall be held by LPL/Developer 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 LPL/Developer or FMC or Maintenance Body until the time hereinafter mentioned, subject to the Purchaser making payment of proportionate share of the maintenance charges and the common expenses to LPL/Developer or FMC or Maintenance Body including the remuneration of LPL/Developer or FMC or Maintenance Body.
- 2.3 **AND THIS DEED FURTHER WITNESSETH** that the LPL/Developer 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 and facilities and all other common part or parts of the Project, including the right to allow the future purchasers of plots in the Project to enjoy such common areas and restricted areas and the Purchaser herein shall never object to the same since his right is restricted only for the area he has purchased.
- 2.4 The Purchaser hereby acknowledges and admits that the peaceful, vacant and unencumbered possession of the Demised Land has been granted by LPL/Developer to the Purchaser on or prior to the execution of this Deed.
- 2.5 On and from the Effective Date, irrespective of whether actual possession is taken by the Purchaser of the Demised Land:
- 2.5.1 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 Demised Land;
- 2.5.2 the Demised Land will be at the sole risk and cost of the Purchaser, and, the Land Owner and/or LPL/Developer will have no liability or concern thereof; and
- 2.5.3 the Purchaser will not be entitled to raise any claim against the Land Owner and/or LPL/Developer in respect of the Demised Land for any reason whatsoever.
- 2.6 Simultaneously with the execution of the Deed, if the Purchaser fails to get the Deed registered, the Purchaser will be liable to pay a holding charge as may be determined by LPL/Developer in its sole discretion, till the date of registration. The holding charges shall be in addition to maintenance, and other charges, and not adjustable or substitutable with any other charges and shall be paid prior to the registration of the Deed. Provided that, where such Demised Land has been purchased based on financial assistance received from banks or financial institutions, the Purchaser having taken possession of the Demised Land, agrees to discharge the obligation of the LPL/Developer by ensuring completion of the registration of the Demised Land in their name(s) and hold the

LPL/Developer indemnified for any cost / liabilities for failure on their part to do so.

- 2.7 The Purchaser understands that the Project is subject to approvals of various Government Authorities, which includes Gram Panchayats of Matigara and Naxalbari, Water and Irrigation Departments of West Bengal Government, Pollution Board of West Bengal and State Environment Assessment Authority, West Bengal. The permissions stipulates certain complying terms. The Purchaser agrees to comply with such terms and conditions as applicable to their Property. 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 for ensuring proper compliances.

3. **DISCLOSURE AND DISCLAIMER**

- 3.1. 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 as to:

3.1.1. each of the Land Owner's and LPL's/Developer's rights and title in respect of the Demised Land, Owned Land(s) and/or the Project;

3.1.2. the area and other dimensions and specifications of the Demised Land;

3.1.3. the areas reserved for common use and enjoyment;

3.1.4. location of the Project and the land appurtenant to the Demised Land;

AND 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.

- 3.2. The Purchaser also confirms that he has considered all the legal terms set out in this Deed and consulted their/its/his legal counsels and LPL/Developer about the legal implications and that it has no reservation about the terms and conditions set out in this Deed.

- 3.3. 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**

- 4.1. The Purchaser shall be allowed to construct on the Demised Land and such constructed property shall be used only for residential purpose and not for any other purpose.

- 4.2. A boundary wall and a gate will be constructed around the Demised Land by the Purchaser. LPL/Developer 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 LPL/Developer. 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 LPL:

LUXMI PORTFOLIO LTD

Kishore Bhawan

17 R N Mukherjee Road, Kolkata 700 001

LPL/Developer reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring LPL/Developer to respond to any question or to provide any clarification.

- 4.3. Securing the requisite permissions and approvals for construction, including sanctions of the building plans of the residential house on the Demised Land 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 Demised Land. 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, set back, 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 LPL/Developer or its authorized representative, responsible for maintenance of the common areas.
- 4.4. The Purchaser undertakes to ensure completion of the construction of residential houses on the Demised Land within a reasonable period of three (3) years from the date of possession / deemed possession (whichever is earlier). If the Demised Land is kept vacant by the Purchaser, the Purchaser would be required to pay maintenance charges at the rate of 120% of the maintenance charges specified in the Deed, until the Purchaser commences construction activities on the Demised Land.

5. MAINTENANCE AND MANAGEMENT

5.1. Maintenance

- 5.1.1. LPL/Developer 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 Demised Land prior to the expiry of the Interim

Maintenance Period, the Purchaser will be required to pay to LPL/Developer, maintenance charges of Rs. [●] (Rupees [●]) only (@ Rs. [●] per Katha per year) for fifteen months inclusive of service tax (to be calculated on the basis of the size of the Demised Land rounded off on the higher side). The maintenance charges 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 to the account of LPL/Developer.

- 5.1.2. After expiry of the Interim Maintenance Period or earlier (if so determined by LPL/Developer), the responsibility of common area maintenance may be handed over by LPL/Developer to any facility maintenance company ("**FMC**") to be so engaged by LPL/Developer or to a maintenance body to be formed or constituted by the plot owners ("**Maintenance Body**"). The Purchaser will be required to pay the common maintenance charges 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 LPL/Developer 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 and facilities, as and when required by LPL/Developer.
- 5.1.4. All such common areas and facilities shall be identified by LPL/Developer 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 Project.
- 5.1.5. For the enjoyment of the common areas, the Purchaser shall be liable to remit the proportionate maintenance charges ("**Maintenance Charges**") as may be fixed by the FMC/ Maintenance Body from time to time. FMC/Maintenance Body shall have the right to increase the Maintenance Charges 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/ Maintenance Body. The Maintenance Charges shall be recovered and adjusted periodically against the expenses as determined. The estimates of the FMC/Maintenance Body shall be final and binding on the Purchaser.
- 5.1.6. It is hereby clarified that the maintenance responsibility of LPL or FMC/Maintenance Body shall only extend to the common areas of the Project and nothing contained herein shall be deemed to impose any obligation upon LPL or FMC/Maintenance Body to provide such maintenance services within the area of the Demised Land, which responsibility shall solely vest with the Purchaser. The Purchaser admits and accepts that the possession of all common areas, services and facilities such as roads, water system,

drainage, garbage disposal, landscape, sewerage system within the Said Land shall remain with LPL/Developer.

- 5.1.7. The detailed rules and regulations regarding maintenance, usage and management of the Demised Land and all common areas including terms of appointment of the FMC shall be exclusively decided by LPL/Developer and the Purchaser gives his unfettered and irrevocable consent for the same. In particular, LPL/Developer or its nominee or the FMC shall have the right to enter the Demised Land 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 LPL/Developer or its authorized representative, an amount of Rs. [●] (Rupees [●]) only (@ Rs. [●] per Katha per year) for two years as adjustable non-interest bearing security deposit simultaneously with the execution of the Deed (“IFMSD”). LPL or FMC or Maintenance Body will be entitled to recover additional money from the Purchaser to meet the deficiencies of costs in case the said fund 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 demised land, which shall be restored, cleaned etc., to its existing condition by the Purchaser; and (b) restoration of the common areas and facilities in the event of any damage caused because of construction on the demised land including dumping/movement of construction materials/vehicles/workers on the said land. The deposit is also to secure against default of payment of the monthly maintenance charges.

5.2. Default in payment of maintenance charges

- 5.2.1. So long as the maintenance charges are paid regularly, the Purchaser or anyone lawfully claiming under him will be entitled to use the common facilities. However, in the event of default of such payments, the Purchaser in addition to permitting the Maintenance Agency to deny him/her the maintenance services, also authorizes LPL/ FMC/ 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, LPL or 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, then without prejudice to the right specified under Clause 7.2, LPL or FMC or the Maintenance Body, as the case may be will have the right to withdraw 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. LPL or 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.

If at any time, any costs, charges or expenses or maintenance charges or any other charges, payable by the purchaser in respect of the said scheme plot and/or for the enjoyment of the common areas and facilities of the Uttora township remain unpaid for 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 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 by the assignor to stop and/or withhold the utilities to the said scheme plot including all buildings and structures thereon provided further that such breach or non-observance of the terms conditions and covenants will be notified by a notice in writing requiring the purchaser to do, perform and observe what ought to have been done, performed and observed under the covenant of these presents and in case the purchaser, fails and/or neglect to comply with such notice within a period of one month after receiving such written notice at the said scheme plot, the seller/vendor shall take steps as stated above and the assignee herein shall be liable to ejection /cancellation of said allotment in accordance with the provisions of the law for the time being in force and/or other terms of this sale recorded in the application / GTC / allotment letter read with this conveyance deed.

5.3. Club

- 5.3.1. In the event of a club ("**Club**") being constructed by LPL/Developer or its nominated agency as a part of the Project, the Purchaser shall be compulsorily required to become a member of the Club against payment of fees to be decided by LPL/Developer or its nominee or the FMC, as the case may be.
- 5.3.2. The proprietary right in respect of the Club shall remain vested in LPL/Developer or any person authorised by it. Further LPL/Developer or its nominee or the FMC shall have the right to operate and manage the Club and to levy and recover charges for the same and the Purchaser shall be compulsorily required to make payment of such charges.
- 5.3.3. The Purchaser hereby agrees to become a member of the Club by paying the one-time membership fees and to pay the monthly/periodical subscription and other charges relating thereto. The Purchaser further agrees to continue his membership of the Club till such time the Demised Land is transferred by him.
- 5.3.4. The type of members may comprise of life members, patron members, day members, ordinary members, youth members and short term members etc. the detailed definition

of each of this will be provided at the time of framing of the rules and regulations of the Club on commencement of the Club operations. The management of the Club will decide the terms and conditions of each type of membership and also determine the admission fees and annual subscription.

- 5.3.5. In the event of a Demised Land not being owned by individuals but by a company or partnership firm or Hindu Undivided Family or other body, then one individual shall be nominated by it for membership of the Club.
- 5.3.6. It would be pertinent to mention that some of the facilities at the Club shall be available free of cost while others will be on pay by use basis. The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by LPL/Developer or its nominee or the FMC in due course and circulated to all members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by the Club rules and to regularly make payment of all periodic subscriptions and other expenses relating thereto.
- 5.3.7. It is hereby agreed by the Purchaser that membership of the Club shall entitle the Purchaser and his/her spouse and dependent children (below the age of 18 years) only to use the Club in accordance with the Club rules and shall not confer any right, title or interest in the ownership of the Club facilities. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.
- 5.3.8. On a transfer of the Demised Land by the Purchaser, the Club membership shall also stand transferred to such transferee and no compensation or amount shall be refundable, transferable or adjustable. The Purchaser hereby acknowledges and agrees that he/she shall not be entitled to separately transfer the Club membership. Upon transfer of the Demised Land, such transferee shall be obliged to become a member of the Club and to continue his membership of the Club by making periodic subscription and other expenses. The Purchaser covenants and undertakes not to transfer the Demised Land without first ensuring payment of the Club membership charges of the Club. Where, however, the purchaser wishes to retain such membership, he/she shall have to ensure that the transferee plot owner becomes a member upon payment of such membership fees and charges as applicable on the date of such transfer. All transfers without the transferee owner becoming a member of the club by transfer or otherwise shall be deemed to be void.
- 5.3.9. Without prejudice to the rights available under this Deed, in the event that any amount payable to LPL/Developer or its nominee or the FMC is not paid within two (2) months from the date of the notice, LPL/Developer or its nominee or the FMC, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

5.3.10. The Purchaser acknowledges that LPL/Developer or its nominee or the FMC shall be entitled to, at its absolute discretion, offer membership of the Club (without any voting rights whatsoever) to the public, however, such offer may be made by invitation only.

5.4. Water supply

5.4.1. Water supply will be made available to the Demised Land on a chargeable basis by LPL/Developer 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 Demised Land and all other connections and pipes within the constructed property on the Demised Land for water supply, disposal of waste or otherwise shall be installed by the Purchaser at his sole expense.]

5.5. Electric supply

5.5.1. 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 authorised to distribute power, for provision of individual meters to the Demised Land. 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 panchayat rates and taxes and other outgoings including cesses, water tax, urban land tax, service tax and other levies, impositions and outgoings together with all rents payable in respect of the Demised Land 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 Demised Land directly to the concerned authority. And 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 LPL/Developer 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 LPL/Developer 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 Demised Land is taken by the Purchaser.

6.2. The Purchaser or any subsequent Transferee agrees to hold LPL/Developer indemnified for any governmental levies not included in the Consideration, but otherwise directed to be paid by the LPL/Developer on account of the Purchaser, whether by law, departmental demands, order of the court, fresh interpretation of law, or 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 Demised Land remains unpaid on the due date for such payment, such fees, charges, Taxes shall be treated as unpaid sale price of the allotted Demised Land and LPL/Developer shall have lien on the Demised Land for the recovery of such fees, charges, and Taxes.

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 and facilities 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 Demised Land.

- 7.2. The Purchaser further agrees that the common areas and facilities are for the common use of all plot owners or other unit owners in the Project.

- 7.3. In respect of the spaces, properties and rights which are not intended to be transferred to the Purchaser as aforesaid, LPL/Developer shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by 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. LPL/Developer 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 parties against payment of consideration/charges to LPL/Developer, 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 LPL/Developer exclusively.

- 7.5. The Purchaser confirms that he has agreed to purchase the said Demised Land with full knowledge that he would have no right, title, interest, claim or entitlement in respect of any other area other than the Demised Land. The Purchaser hereby irrevocably agrees and undertakes not to have or be entitled to nor to claim any right title or interest in any other area other than the Demised Land 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 LPL/Developer of any right, title, interest, entitlement or claim whatsoever therein, that the Purchaser may become entitled to, either in law or in equity, by virtue of the purchase of the Demised Land.
- 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. LPL/ Developer 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 LPL/Developer 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 DEMISED LAND**

- 8.1. In the event that the Purchaser proposes to sell, assign, sub-lease, sub-let, transfer or otherwise part with possession in any manner whatsoever (not being in the nature of transmission) the Demised Land or any part thereof or create a license in favour of any Third Party ("**Transferee**"), such transfer shall be recognised by LPL/ Developer only if a transfer charge of 3% of the transfer price is paid to LPL and a no-dues certificate has been obtained from LPL. In the event of failure to obtain such no-dues certificate by the transferor, transfer in favour of the Transferee shall not be recognised by LPL/Developer and/or the FMC/ Maintenance Body. The transferor 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 Demised Land.
- 8.2. In the event the Purchaser does not get the Deed registered, any subsequent transfer of the Demised Land in favour of another entity can only be made by way of a tri-partite agreement, with LPL/ Developer being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to a Demised Land, for which registration process has been duly completed.
- 8.3. Upon transfer of the Demised Land, the Transferee shall be bound by all the obligations

of the original Purchaser in relation to the ownership of the Demised Land, including the obligation to pay for facility maintenance charges. Further, all taxes arising out of such transfer shall be borne by the new Transferee and LPL/Developer shall be indemnified by such new 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 **Schedule 6** (*Common Expenses*). The covenants regarding payment of common expenses, use of common areas and facilities 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 maintenance charges, LPL/Developer 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. LPL/Developer and each of the Land Owners/ Confirming Parties hereby unconditionally and irrevocably represent and covenant to the Purchaser that:

9.2.1. Right to hold without interruption

The Purchaser observing and performing the several covenants and conditions set out herein, shall peacefully hold and enjoy the Demised Land without any interruption by the Land Owners/ Confirming Parties, LPL/Developer or any person rightfully claiming under or in trust for any of them.

9.2.2. 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 Demised Land and/or by depositing the Deed and/or pledging its rights under this 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 Owners/Confirming Parties and LPL/Developer safe, harmless and indemnified in respect thereof.

10. REPRESENTATIONS AND WARRANTIES

10.1. Each Party represents, severally and not jointly, to the other Parties hereto that as on the date hereof:

10.1.1. such Party has the full power and authority to enter into, execute and deliver this Deed and to perform the transactions contemplated hereby and, if such Party is not a natural Person, that such Party is duly incorporated or organised with limited liability and

existing under the laws of the jurisdiction of its incorporation or organisation;

- 10.1.2. 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 action of such Party;
- 10.1.3. 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, reorganisation, moratorium or similar laws affecting creditors' rights generally;
- 10.1.4. 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 under or in connection with this Deed, will constitute, private and commercial acts done and performed for private and commercial purposes; and
- 10.1.5. 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 organisational or governance documents of such Party;
 - (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.
- 10.1.6. 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**

- 11.1. The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the

Purchaser to regularly and punctually make payment of the proportionate share of maintenance charges 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 maintenance charges then and in that event in addition to any other right which LPL/Developer and/or the FMC/ Maintenance Body may have against the Purchaser and/or any of the other plot owners, LPL/Developer and/or the FMC/ Maintenance Body shall be entitled to take an independent action against the Purchaser for recovery of the amount due and payable on account of maintenance charges and/or for remedying the breaches.

12. INDEMNITY AND DAMAGES

- 12.1. The Purchaser hereby acknowledges that it has an obligation to make payment of all rates, taxes and outings, whether local, state or central which may become payable in respect of the Demised Land either under the Allotment Letter or under this Deed, whether present or future or made applicable with retrospective effect, and agrees to make payment and as when the same becomes due and payable without any objection whatsoever or howsoever and hereby agrees to indemnify ("**Indemnifying Party**") and hold harmless each of the Land Owner(s)/ Confirming Party(ies) and LPL/Developer 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, insofar 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, 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 Demised Land the transferee (and or any future transferee / hypothecators or any person(s) in whose name any charge is created) agrees that this conveyance creates a first charge on the transferred property as lien against such indemnity and the existing owner (and or any future transferee / hypothecators or any person(s) in whose name any charge is created) shall be required to pay if demanded / assessed by The concerned local, state, central authorities. In case of failure by the said transferee in possession, to reimburse any such amounts demanded by the department /authority from Luxmi Portfolio Ltd. it is expressly agreed by the transferee (and or any future transferee / hypothecators or any person(s) in whose name any charge is created) that Luxmi Portfolio Ltd. may at their own discretion proceed to legally realize the said

amount by taking repossession of the transferred Plot including realizing all the cost of such repossession and dispossession.

13. JURISDICTION AND DISPUTE RESOLUTION

- 13.1. 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 one (1) 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 LPL/Developer.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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

- 14.1. 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 by 5 (five) Business Days prior written notice specified to the other Party). 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.
- 14.2. The initial address of the respective Parties for the purposes of the Deed are as described in page number 2 of this Deed of Conveyance and Schedule 1.
- 14.3. 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.

14.4. 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. *Confidentiality*

Each of the Parties to this Deed agree to keep the contents of this Deed confidential unless there is a mutual agreement to disclose certain terms, or if the Parties are required to disclose such information as required under the Applicable Laws.

15.2. *Entire Agreement*

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

15.3. *Assignment*

This Deed shall inure to the benefit of and be binding upon the Parties and their respective nominees, successors and assigns. Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties, and their nominees, successors and assigns, any rights, benefits, privileges, liabilities or obligations under or by reason of this Deed. Save as contemplated in this Deed, the Purchaser shall not be entitled to assign its rights, benefits, privileges, liabilities or obligations under this Deed without the prior written consent of LPL/Developer.

15.4. *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.

15.5. *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.

15.6. *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.

15.7. *Legal and Prior Rights*

All rights and remedies of LPL/Developer under this Deed shall be in addition to all other legal rights and remedies belonging to LPL/Developer 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 LPL/Developer, which shall or may have accrued prior thereto.

15.8. *Third Parties*

Nothing in this Deed, unless expressly provided for herein, is intended to confer upon any person, other than the Parties hereto and their nominees, successors and assigns, any rights or remedies under or by reason of this Deed.

15.9. *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 LPL/Developer, LPL/Developer shall have the right to terminate this Deed and cancel the Purchaser's allotment of the Demised Land and refund the total amounts received from the Purchaser after a deduction of 10% of the Consideration.

15.10. *Counterparts*

This Deed may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Deed by signing any one or more of such documents or counterparts.

15.11. *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 Laws 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	Represented by
RUPSING REALTORS PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, having its registered office at Bengal Intelligent Park, Beta Building , Block – EP & GP, Sector-5, Salt Lake, Kolkata – 700091, West Bengal.	U45400WB2007PTC117356	RUPSING J. L. NO. 95	933	20.07	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1195, dated 23.02.2016, registered in the Office of the ARA-III Kolkata represented severally by the following as per board resolution dated 29.02.2016
		BAIRATISAL J.L. No. 70	2602	3.88	1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty

PART – B

Name of Company	CIN	Mouza	Khatian No.	Total Area in acre	Represented by
GOSSAINPUR REAL ESTATE PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, having its registered office at 81, Raja Basanta Roy Road, Kolkata – 700029, West Bengal.	U70101WB2007PTC117515	RUPSING J. L. NO. 95	960	23.68	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1194, dated 23.02.2016, registered in the Office of the ARA III KOLKATA represented severally by the following as per board resolution dated 29.02.2016 1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty

PART – C

Name of Company	CIN	Mouza	Khatian No.	Total Area in acre	Represented by
HILLCART REALTORS PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, having its registered office at 27A, Raipur Mondal Para Road, Jadavpur, Kolkata – 700047, West Bengal.	U70200WB2010PTC151650	RUPSING J. L. NO. 95	1115	22.84	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1253, dated 24.02.2016, registered in the Office of the ARA III KOLKATA represented severally by the following as per board resolution dated 29.02.2016 1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty

PART – D

Name of Company	CIN	Mouza	Khatian No.	Total Area in acre	Represented by
BAGDOGRA REALTORS PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, having its registered office at 51D, Flat – 307, Gariahat Road, Ballygunj, Kolkata – 700019, West Bengal.	U70200WB2010PTC151686	RUPSING J. L. NO. 95	1138	22.39	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1201, dated 23.02.2016, registered in the Office of the ARA III KOLKATA represented severally by the following as per board resolution dated 29.02.2016 1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty

PART – E

Name of Company	CIN	Mouza	Khatian No.	Total Area in acre	Represented by
BALASON REALTORS PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, 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	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1196, dated 23.02.2016, registered in the Office of the ARA III KOLKATA represented severally by the following as per board resolution dated 29.02.2019 1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty
		BAIRATISAL J.L. No. 70	6153	2.12	

PART – F

Name of Company	CIN	Mouza	Khatian No.	Total Area in acre	Represented by
WINDSTAR REALTORS PRIVATE LIMITED , a company incorporated under the Companies Act, 1956, 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 BAIRATISAL J.L. No. 70	1283 6154	9.93 4.33	Luxmi Portfolio Limited being its duly constituted attorney vide Power of Attorney, being No. 1280, dated 24.02.2016, registered in the Office of the ARA III KOLKATA represented severally by the following as per board resolution dated 29.02.2016 1. Col. Dipankar Dhar (Retd.) 2. Mr. Hemanta Kalita, and / or 3. Mr. Sudip Prafulla Chakraborty

Part G
(Project Land)

ALL THAT piece or parcel of land admeasuring 19,354.52 square meters comprised in L.R. Dag Nos. 166, 168, 184, 186, 187, 188, 190, 191, 192, 193, 194, 195, 196, 197, 199, 202, 203, 204, 205, 216, 219, 222, 223, 227, 229, 230, 232, 242, 243, 246, 247, 248, 249, 250, 251, 271, 273, 274, 282, 283, 300, 303, 304 and 305, comprised in Mouza Rupsing and land admeasuring 1410.40 square meters comprised in L.R. Dag Nos. 43, 44, 45, 46, 47, 48 and 49 comprised in Mouza Bairatisal, total land admeasuring 20764.92 square metres, within the jurisdiction of Gossainpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

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

SCHEDULE 2 : DEMISED LAND

ALL THAT piece or parcel of a Plot, being UTTORA Plot No. [●] measuring an area of more or less [●] Cottah, under Mouza – Rupsing/ Bairatishal, J.L. No. 95, under P.S. Naxalbari now Bagdogra, in the District of Darjeeling, comprising in

Name of Company	L.R. KHATIAN NO.	R.S. PLOT NO.	L.R. PLOT NO.	AREA in Square meter	Area in Katha
[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]

and land more fully delineated in the SITE PLAN annexed hereto and butted and bounded as follows:

ON THE NORTH : [●]

ON THE SOUTH : [●]

ON THE EAST : [●]

ON THE WEST : [●]

SCHEDULE 3: DEFINITIONS

Term	Meaning
Allotment Letter	shall have the meaning ascribed to such term in Recital E.
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.
Club	shall have the meaning ascribed to such term in Clause 5.3.1.
Consideration	shall have the meaning ascribed to such term in Clause 2.1.
Deed	shall mean this sale deed executed amongst LPL/Developer, the Land Owner/Confirming Party(ies) and the Purchaser.
Demised Land	shall have the meaning ascribed to such term in Recital E.
Effective Date	shall mean the date of execution of this Deed.
FEMA	shall mean the Foreign Exchange Management Act, 1999.
FMC	shall have the meaning ascribed to such term in Clause 5.1.2.
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 E.
Handbook	shall have the meaning ascribed to such term in Clause 4.2.
IFMSD	shall have the meaning ascribed to such term in Clause 12.1.
Indemnified Party	shall have the meaning ascribed to such term in Clause 12.1.

Term	Meaning
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 5.1.2.
Owned Land	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 C.
RBI	shall mean the Reserve Bank of India.
Said Land	shall have the meaning ascribed to such term in Recital A.
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 9.1.
Transfer price	Price as per letter of allotment or stamp duty price, whichever is higher ascribed to such term in Clause 8.1.

SCHEDULE 4 : COMMON AREAS AND FACILITIES

The following shall be the common portions, facilities and amenities of the Project:

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 Complex, which are open to sky and not specifically marked saleable in the Master Plan. Also does not include land earmarked specifically for any group/bulk project in the Master Plan. Exclude green area assigned to club and allied service.
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 Tubewells:** Deep tubewells laid underground together with pumps and other equipments.
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 equipments (These may be shared service with other phase of the project 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 to be created within this full project area within or outside this phase and shall be available for use by all residents of the project including other purchasers of this phase.

The common areas are for use as their assigned 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 Developer (LPL)

The areas, spaces and amenities excluded out of common areas

1. Club premises along with open spaces adjacent thereat.
2. Shopping areas and open spaces adjacent thereat.
3. Club / Community area and adjacent open areas in other gated complex within UTTORA complex.
4. Open spaces in or around the market areas.
5. Cable TV and Telephone network and installations, if any.
6. 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.
7. Any other areas and spaces (both open and covered) adjacent to any service/utility.

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

SCHEDULE 5 : RESTRICTIONS AND RULES

1. On and from the Effective Date, in addition to the terms and conditions set out in the GTC, the Purchaser agrees and covenants as follows:
 - 1.1. To co-operate with LPL/Developer in all possible manner and to assist LPL/Developer in the development of the Project and the Said Land, and 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 Project and the Said Land and other projects undertaken by LPL/Developer;
 - 1.2. To pay charges for water supply;
 - 1.3. To pay electricity security deposit for individual meters allotted to it and other monthly consumption charges as may be applicable for the supply of electricity;
 - 1.4. Not to use the Demised Land for any such activities that may cause nuisance, annoyance or disturbance to other occupants of the Project or those activities which are against Applicable Law or any directive of the relevant Governmental Authority;
 - 1.5. Not to use the Demised Land or use it in any manner whatsoever 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 plot.
 - 1.6. Keep the Demised Land 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 Developer reserves the right to clean the same and charge the costs to the Purchaser.
 - 1.7. Not to store in the Demised Land 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 complex or use the Demised Land for any activity which may be immoral, unsocial, unlawful or in any way manner so as to become a source of danger for public peace or public safety;
 - 1.8. To carry out maintenance of the Demised Land/ building within the Demised Land at its own cost. The insurance of the Demised Land shall be the responsibility of the Purchaser. LPL/Developer 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 Demised Land;
 - 1.9. To sign, from time to time, all applications, papers, documents, deeds, declarations, maintenance agreement and other papers as per formats prepared by LPL/Developer and do all such acts, deeds and things as LPL/Developer may deem fit and necessary in the

interest of the development of the Project and/or the Said Land;

- 1.10. 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 Demised Land in accordance with Applicable Law(s) 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 be charged and/or chargeable by the relevant authority and shall ensure that the Land Owner and LPL/Developer are not made liable therefor in any manner whatsoever. In case they fail to do so the Developer is required to pay. The same will be paid such cost along with service charge as applicable;
- 1.11. To allow all persons authorized by LPL/Developer or the FMC to inspect, repair or to do any other maintenance work within the Demised Land without any obstruction or hindrance;
- 1.12. To comply with all Foreign Exchange Management Act, 1999 ("**FEMA**"), the Reserve Bank of India ("**RBI**") Act, 1934 and all rules and regulations made thereunder and all other Applicable Laws and provide LPL/Developer with copies of permissions and approvals, if any, as LPL/Developer may require from time to time. LPL/Developer shall not be held responsible towards any Third Party making payment/remittances on behalf of the Purchaser and such Third Party shall not have any right in the application/allotment of the Demised Land in any way. LPL/Developer shall be issuing payment receipts solely in favour of the Purchaser;
- 1.13. To hereby expressly authorize LPL/Developer 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 LPL/Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct LPL/Developer to adjust his payments in any manner otherwise than as decided by LPL/Developer in its sole discretion. The Purchaser hereby covenants to bear all taxes that may be levied on LPL/Developer or the FMC, on account of making such adjustments/appropriations;
- 1.14. 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 the Project by other plot holders and is not repugnant to the interest of the Purchaser granted hereunder;
- 1.15. To comply with all Applicable Laws, 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 Demised Land at his 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 and/or LPL/Developer liable

on account thereof;

- 1.16. To hereby expressly accept and acknowledge that all liability for personal injury and/or loss to Third Parties caused by the activities of the Purchaser on the Demised Land shall be the responsibility at all times of the Purchaser and the Land Owner and/or LPL/Developer shall have no liability whatsoever in this regard;
- 1.17. Not to put up any name plate, sign board, neon sign, publicity or advertisement material in the common areas and facilities of the Project;
- 1.18. Not to use the Demised Land for any purpose other than for residential use and to not commence any commercial construction upon it or use the same in a manner that may cause nuisance or annoyance to other occupants in the Project or for any commercial or illegal or immoral purpose;
- 1.19. Not to use the Demised Land for any religious construction by way of construction of temple, mosque etc. or use the Demised Land for performance of any religious sacrifice.
- 1.20. To hereby expressly authorize LPL/Developer to make additions to or put up additional structures anywhere in the Project/Said Land as may be permitted by the competent authorities and such additional construction/ structures shall be the sole property of LPL/Developer which LPL/Developer 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 shall after taking possession of the Demised Land or at any time thereafter, not object to LPL/Developer constructing or continuing with the construction of the other building(s)/block outside/adjacent to the said Demised Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by LPL/Developer;
- 1.21. To observe the rules framed from time to time by the Maintenance Body and/or the FMC;
- 1.22. To maintain or remain responsible for the structural stability of any constructed structures on the Demised Land;
- 1.23. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Demised Land or in the compound or any portion of the Project;
- 1.24. Not to encourage the guests visiting the Purchaser to access any part of the Project unoccupied;
- 1.25. To remain fully responsible for any pets which may be kept by the Purchaser;
- 1.26. To carry out proper pest control treatment in the Demised Land, at the cost of the

Purchaser;

- 1.27. To keep the Demised Land free from wild growth of grass, trees, shrubs etc. If neglected, LPL/Developer, its nominee and /or the FMC may undertake suitable cleaning and upkeep operations at the cost of the Purchaser after issuing a notice of seven (7) Business Days. The cost along with 10% (Ten per cent) administrative charges and applicable Taxes shall be recovered by LPL/Developer, its nominee and /or the FMC from the Purchaser;
- 1.28. Not to sub-divide the Demised Land or amalgamate the Demised Land with other plots, without the prior written consent of LPL/Developer;
- 1.29. To remain fully responsible for the internal security of the Demised Land and the constructed property thereon;
- 1.30. To pay regularly and punctually within 7th 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 LPL/Developer, to be payable from the date of possession to LPL/Developer or the FMC and upon formation of the Maintenance Body, to such Maintenance Body, without any abatement or demand.
- 1.31. To ensure that they initiate procedure for construction of the house within the Demised Land within 3 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 LPL/Developer or the FMC may determine:

1. Costs and expenses relating to the common area and facilities 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 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 Project;
5. Costs and expenses relating to the lawns, water bodies, passage-ways, drive ways and other common areas in the Project meant for common use of all the plot owners or comprised in the Project;
6. Costs and expenses relating to light posts and bulbs in the common areas of the Project;
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 Project;
9. The salaries, emoluments and all other financial benefits of the persons to be employed by LPL/Developer and/or the FMC for managing and maintaining the common areas, facilities and utilities of the Project;
10. All rates, levies, taxes or fees in relation to the Project and/or the Said Land that are to be paid by LPL/Developer and/or the FMC for providing the services which are to be provided and which are payable under any existing law or enforced law under any other enactment in future;
11. Any other expenses incurred by LPL/Developer and/or the FMC in respect of the Project not specifically mentioned herein;

12. Expenses for maintaining the boundaries of the Project;
13. Fees of the auditors;
14. All expenses incurred in holding of the common parts and portions and carrying on management of the Project; and
15. All costs, charges and expenses for defending or prosecuting any litigation.

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

Executed and Delivered by Land Owner(s) /
Confirming Party(ies) and LPL/DEVELOPER in the
presence of:

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

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
landowner/s of this deed.

Advocate, Siliguri

Regd. No.