

CONVEYANCE

THIS INDENTURE dated _____ day of _____, 202_____

BETWEEN

- (1) SWADHA NIRMAN PRIVATE LIMITED**
(PAN:AAJCS6291H),CIN:U70101WB2005PTC1 05152) a company incorporated under the Companies Act, 1956 having its registered office at 4, Clive Row, 4th floor, Room No. 405, Kolkata - 700 001, P.O. - Hare Street, P.S. - Hare Street, District Kolkata.
- (2) TANUJ PROPERTIES PRIVATE LIMITED (PAN: AACCT4910B),**
(CIN:U70101WB2006 PTC111151) a company incorporated under the Companies Act, 1956 having its registered office at P-2, CIT Road, Scheme No. VI M, 2nd floor, Kolkata - 700 001, P.O. - Park Street, P.S. - Park Street, District Kolkata.
- (3) TIRUPATI ASHRAY PRIVATE LIMITED**

(PAN:AACCT9993J),(CIN: U70101WB2006 PTC111155) the company incorporated under the Companies Act, 1956 having its registered office at 13, B.B.Ganguly Street, 4th floor, Room No. 402, Kolkata - 700 012 P.O.- GPO, P.S.- Hare Street, District Kolkata,

(4) DROLIA BROTHERS HUF (PAN: AABHD4964P) a Hindu Undivided Family having its office at 228 Bangur Avenue, Block-A, 4th Floor, Flat - 4A, , Police Station - Lake Town, Post Office - Bangur Avenue, Kolkata-700055.

(5) PAWAN KUMAR PRATUSH KUMAR HUF (PAN: AADHP0645R) having as its address at P-2, CIT Road, Scheme VIM, P.O.- Phoolbagan, P.S.- Phoolbagan, Kolkata - 700 054

(6) SHUBHKAMNA EXPORTS INDIA PRIVATE LIMITED (PAN: AAJCS0034Q), (CIN: U51909WB2004PTC098102) the company incorporated under the Companies Act, 1956 having its registered offices at 37A, Bentinck Street, 3rd floor, Room No.314, P.O.- Dharmatala, P.S.- Hare Street, Kolkata - 700 069

(7) SARAF SILK EXPORTS PRIVATE LIMITED (PAN: AADCS6803M), (CIN: U30000WB1995PTC073978) a company incorporated under the Companies Act, 1956 having its registered offices at 37A, Bentinck Street, 3rd floor, Room No. 314, P.O. Dharmatala, P.S.- Hare Street, Kolkata- 700069,

(8) NK7 LEISURE PRIVATE LIMITED (Formerly known as Pacific Portfolio Fund Private Limited) (PAN: AABCP7185P), (CIN: U67120WB1994PTC066837) the Company incorporated under the Companies Act, 1956 having its registered offices at 37A,

Bentinck Street, 3rd floor, Room No.314, P.O.- Dharmatala, P.S.-
Hare Street, Kolkata - 700 069,

- (9) **NIDHI ENCLAVE PVT LIMITED (FORMERLY KNOWN AS RUPALI SAREES PRIVATE LIMITED) (PAN NO. AADCR8768A) (CIN NO. - U70100WB2007PTC115285)** a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Ergo Building, 13th Floor, Unit 1303, Plot No. - A1-4 Block- EP & GP, Sector -V, Salt Lake City, Kolkata - 700091, Police Station - Electronics Complex,
- (10) **NIDHI VYAPAAR PRIVATE LIMITED (PAN:AACCN5252C),(CIN:U51909WB2007 PTC115758)** A Company incorporated under the Companies Act, 1956 having its registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, P.O.- Dharmatala, P.S.- Bowbazar, Kolkata - 700 013,
- (11) **SYNERGY COMMODEAL PRIVATE LIMITED (PAN:AALCS0987N)** the company incorporated under the Companies Act, 1956 having its registered office at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, P.O.- Dharmatala, P.S.- Bowbazar, District, Kolkata - 700 013.
- (12) **MAXIMUM MERCHANDISE PRIVATE LIMITED (PAN:AAFCEM2399N),(CIN: U51909WB2007PTC118735)** the company incorporated under the Companies Act, 1956 having its registered offices at 2, Ganesh Chandra Avenue, 2nd floor, Room No.2A, P.O.- Dharmatala, P.S.- Bowbazar, Kolkata - 700

013,

- (13) **TOPLINK DEVELOPERS CONSULTANCY PVT. LTD.** (PAN: AADCT5284F), (CIN: U74140WB2010PTC151253) the company incorporated under the Companies Act, 1956 having its registered offices at G-501, City Centre, DC Block, 5th floor, Salt lake, P.O.- Salt Lake, P.S.- Bidhan Nagar, District- North 24 Parganas.
- (14) **DHANKUBER COMPLEX PRIVATE LIMITED** (PAN: AADCP7281Q),(CIN: U45300WB2005PTC105624). the company incorporated under the Companies Act, 1956 having its registered offices at 85, Metcalfe Street, P.O.- G.C. Avenue, P.S.- Bowbazar, Kolkata - 700 013.
- (15) **ENERGETIC VINTRADE PRIVATE LIMITED** (PAN: AACCC7101M),(CIN: U51109WB2005PTC105619)both the company incorporated under the Companies Act, 1956 having its registered office at 85, Matcalfe Street, P.O.- Ganesh Chandra Avenue, P.S.- Bowbazar, Kolkata - 700 013.
- (16) **JEEVANJYOTI INFOTECH PRIVATE LIMITED** (PAN:AABCI4413R),(CIN: U72200WB2005PTC105555 the company incorporated under the Companies Act, 1956 having its registered offices at 8/1, Princep Street, 3rd floor, P.O.- Dharmatala, P.S.- Bowbazar, Kolkata - 700 072,
- (17) **UNICORN DEALTRADE PRIVATE LIMITED** (PAN: AAFCA4866J),(CIN: U51109WB2005PTC105618) the company incorporated under the Companies Act, 1956 having its registered offices at 60, Bentinck Street, 4th floor, P.O.-Hare

Street, P.S- Hare Street, Kolkata - 700 069,

- (18) FRONTLINE DEALCOMM PRIVATE LIMITED (PAN: AACCN2128B),(CIN: U51109WB2005PTC105950) the company incorporated under the Companies Act, 1956 having its registered offices at 8/1, Princep Street, 3rd floor, P.O. Dharmatala, P.S. Bowbazar, Kolkata - 700 072.
- (19) KAILASH KUMAR ROONGTA HUF (PAN: AACHK5148P) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, Suite No. F, 4th floor, Police Station - Hare Street, Post Office R. N. Mukherjee Road, Kolkata - 700 001.
- (20) SHREESIDHI DEALCOMM PRIVATE LIMITED(PAN: AAKCS5438B),(CIN: U51109WB2007PTC112901) the company incorporated under the Companies Act, 1956 having its registered offices at 25, R.N.Mukherjee Road, 3rd floor, Suit No. 'A'P.O.- R. N. Mukherjee Road, P.S. Hare Street, Kolkata-700 001.
- (21) RUPAK TRADING PRIVATE LIMITED(PAN: (AABCR2787D), (CIN: U52321WB1996PTC076999) the company incorporated under the Companies Act, 1956 having its registered offices at 63, Radha Bazar Street, 3rd floor, Room No. 29, P.O. GPO, P.S. Hare Street, Kolkata-700 001.
- (22) VINEET DROLIA (PAN: ALWPD7178D) son of Parmanand Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055, District- North 24 Parganas.

- (23) **BINOD KUMAR DROLIA (PAN: ACSPD8375K)** son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business. residing at "Satya Niket", BC-260, Sector-I, Salt Lake, P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar, Kolkata-700 064, District- North 24 Parganas,
- (24) **SUSHILA DROLIA (PAN: ADRPD2978A)** daughter of Jagdish Prasad Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at "Satya Niket", BC-260, Sector-I, Salt Lake, P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar, Kolkata-700 064, District- North 24 Parganas,
- (25) **NIKUNJ DROLIA (PAN: AIHPD2302F)**son of Pramod Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at Maruti Sadan, 12, Dover Park, 3rd floor, Flat 3B, P.O.-Ballygunj, P.S.- Ballygunj, Kolkata-700 019
- (26) **TANUJ DROLIA (PAN: ALBPD0218K)** son of Bimal Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at "Maruti Sadan", 12,Dover Park, 3rd floor, Flat No.4B, P.O. Ballygunge, P.S. Ballygunge, Kolkata-700 019District- South 24 Parganas.
- (27) **PRATUSH DROLIA (PAN:ALCPD1694E)** son of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, CIT Road, Scheme VI M, Kankurgachi, P.O. Kankurgachi, P.S. Phool Bagan, Kolkata-700 064
- (28) **SANTOSH KUMAR ROONGTA (PAN: ADDPR5812P)** son of

Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-I, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700064, District- North 24 Parganas.

- (29) SANTOSH KUMAR ROONGTA HUF(PAN: AAFHS3891E) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4th floor, P.O. -R. N. Mukherjee Road, P.S. Hare Street, Kolkata-700 001.
- (30) SUBHASH KUMAR ROONGTA (PAN: ADEPR0760M), son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064, District- North 24 Parganas.
- (31) SUBHASH KUMAR ROONGTA HUF (PAN: AAFHS3450M), a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, 4th Floor, Suite - F, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, Kolkata - 700001.
- (32) KAILASH KUMAR ROONGTA (PAN: ACIPR3837J) son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700064, District- North 24 Parganas
- (33) HEMLATA ROONGTA (PAN: ADDPR5808F) daughter of Balkrishan Maheswari, by Nationality- Indian, by Religion -

Hindu, by Occupation-Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North 24 Parganas

- (34) SHREY ROONGTA (PAN: ADNPR4012R) son of Kailash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North 24 Parganas
- (35) KIRAN ROONGTA(PAN: ADMPR6723J) daughter of Shyam Sundar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064, District- North 24 Parganas
- (36) BELA ROONGTA (PAN: ADOPR8481R) daughter of Jugal Kishore Saraf by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North 24 Parganas
- (37) ANITA ROONGTA (PAN: ADIPR1963N) daughter of Bishwanath Kedia by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake,

P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North
24 Parganas

- (38) RUCHI ROONGTA (PAN: ACHPC6272B) daughter of Bimal Kumar Choudhary by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064, District- North 24 Parganas
- (39) MOHANLAL ROONGTA(PAN: ACQPR4029N) son of Deoki Nandan Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 District- North 24 Parganas
- (40) RAJESH ROONGTA(PAN: ADEPR0962R) son of Om Prakash Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North 24 Parganas
- (41) RAKESH ROONGTA(PAN: ADEPR1898J) son of Om Prakash Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business. residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 , District- North 24 Parganas, presently residing at 903, Pushkar Tower, Judges Bunglow Road,

Bodakdev, Ahmedabad - 3800 064

- (42) **JYOTI ROONGTA(PAN: ADJPR8090H)** daughter of Shyam Sundar Choudhary by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing of AD-29, Salt lake City, Sector-1, P.O.- C.C. Block, Salt Lake,, P.S.- Bidhan Nagar (NORTH), Kolkata-700 064, District- North 24 Parganas presently residing at 903, Pushkar Tower, Judges Bunglow Road, Bodakdev, Ahmedabad - 3800 064.
- (43) **ABHISHEK ROONGTA (PAN: AHZPR6983P)** son of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business. presently residing at AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064 District- North 24 Parganas
- (44) **ADITI BAJAJ (ROONGTA)(PAN: ALTPR7779M)** daughter of Subhash Kumar Roongta by Nationality- Indian, by Religion - Hindu, by Occupation - Business,AD-29, Salt Lake City, Sector-I, Salt Lake City, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata-700 064, District- North 24 Parganas.
- (45) **PUSHPA ROONGTA(PAN: AGGPR2021N)** daughter of Desh Bhakt Bhawsingka, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at AD-29, Salt Lake City, Sector-1, P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), Kolkata- 700 064 , District- North 24 Parganas
- (46) **JUGAL KISHORE ROONGTA HUF (PAN: AADHJ7626Q)** of 25 R.N.Mukherjee Road, 4th floor, Suit-F, Police Station - Hare

Street, Post Office - R. N. Mukherjee Road, District- Kolkata.
Kolkata-700 001.

- (47) MOHANLAL ROONGTA HUF(PAN: AAMHM5877M) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Lane, Suit-F, 4th floor, P.O. R. N. Mukherjee Road, P.S. Hare Street, Kolkata-700 001
- (48) RAJESH ROONGTA HUF(PAN: AAHR6153G) a Hindu Undivided Family having its office at 25, R.N.Mukherjee Road, Suit-F, 4th floor, P.O. R.N.Mukherjee Road, P.S. Hare Street, Kolkata - 700 001
- (49) PAWAN KUMAR DROLIA(PAN: ADEPD5688C) son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business. Residing at P-2, C.I.T. Road, 2nd floor, Scheme-VIM, Kolkata-700 054
- (50) SUNITA DROLIA(PAN: ADPPD3502Q) wife of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, residing at P-2, CIT Road, 2nd Floor, Scheme - VIM, Police Station - Phool Bagan, Post Office - Kankurgachi, Kolkata - 700054,
- (51) SHARWAN KUMAR DROLIA(PAN: ADVPD8756C) son of Late Sawal Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at "Manjushree Apartment", 24G, Sura Third Lane, 3rd floor, P.O. Beliaghata, P.S. Nandi House, Beliaghata, Kolkata - 700 010, District- South 24 Parganas,
- (52) ADESH SARAF(PAN: AVFPS7352H) son of Mukesh Saraf by

Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 45, Hazra Road, 4th floor, P.O. Ballygunge, P.S. Ballygunge, Kolkata - 700 019.

- (53) SUSHIL KUMAR KAJARIA (PAN: AYLPK6455E) son of Late Ram Avtar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at CL-196, Salt Lake City, Sector-II, Ground Floor, P.O. Bidhan Nagar Sech Bhavan, P.S. Bidhan Nagar East, Kolkata - 700 091 District- North 24 Parganas,
- (54) ASHISH KAJARIA (PAN: AJEPK0498H) son of Sushil Kumar Kajaria by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at CL-196, Salt Lake City, Sector-II, Ground Floor, P.O. Bidhan Nagar Sech Bhavan, P.S. Bidhan Nagar East, Kolkata - 700 091 District- North 24 Parganas,
- (55) SUSHIL KUMAR KAJARIA HUF (PAN: AAJHS3232B) a Hindu Undivided Family having its office at 30, Madan Chatterjee Lane, P.O-Burrabazar, P.S.-Burrabazar, Kolkata - 700 007,
- (56) SHRADHA AGARWAL (PAN: ALBPP7143H) daughter of Sushil Kumar Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business. Residing at P-204B, Lake Town, Block-B, P.O.- lake Town, P.S.- Lake Town, Kolkata-700 089.
- (57) RAUSHAN AGARWAL (PAN: AGAPA5265D) son of Vijay Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - Business, Serial Nos. 71 and 72 both are residing at P-204B, Lake Town, Block-B, P.S.- lake Town, P.O. Lake Town, P.S. Lake Town, Kolkata- 700 089 District- North 24 Parganas,

- (58) SMT. SUDHA AGARWAL (PAN: ADEPA0099A) wife of Shri Niranjan Kumar Agarwal by Nationality- Indian, by Religion - Hindu, by Occupation - house wife, residing at P-337, Block-A, Lake Town, P.O. Lake Town, P.S. Lake Town, Kolkata- 700 089 District- North 24 Parganas.
- (59) PARMANANDA DROLIA (PAN ADSPD5139Q), Son of Puranmal Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.- Lake Town, P.O. Bangur Avenue, P.S. Lake Town, Kolkata-700 055 District- North 24 Parganas.
- (60) SAGAR AWAS PRIVATE LIMITED (PAN NO.AALCS9084Q) (CIN NO.U4500WB2008PTC184088) a company existing under the Companies Act, 1956 having its registered office at 63, Radha Bazar Street, 3rd Floor, Room. No. T/43, Police Station - Hare Street, Post Office - Kolkata - GPO, Kolkata - 700 001.
- (61) AASMA VINCOM PRIVATE LIMITED (PAN NO. AAHCA5811B)(CIN NO.U51909WB2009PTC132764) a company existing under the Companies Act, 1956 having its registered office at: 9/12, Lal Bazar Street, Block - E, 3rd Floor, Room. No. 8A, Police Station - Bowbazar, Post Office - Kolkata-GPO, Kolkata- 700 001.
- (62) JAYANTI ENCLAVE PVT. LTD.(PAN NO. AACCJ6513C)(CINNO.U70109WB2011 PTC165815) a private Limited company incorporated under the Companies Act, 1956, having its registered office at: 4, Clive Row, Mukti chamber, 4th floor, Room No. 405,Police Station -Hare Street, Post Office -

Hare Street, Kolkata-700 001

- (63) JAYANTI INFRADEVELOPERS PVT. LTD. (PAN NO. AACCG6512D) (CIN NO. U70109WB2011PTC165812) a private Limited company incorporated under provision of the Companies Act, 1956, having its registered office at: 4, Clive Row, Mukti chamber, 4th floor, Room No. 405, Police Station - Hare Street, Post Office - Hare Street, Kolkata-700 001
- (64) TANISHA ESTATE PVT. LTD. (PAN NO. AACCT3647H) (CIN NO. U70101WB2005PTC103856) a private Limited company incorporated in accordance with provision of the Companies Act, 1956, having its registered office at: 48, N.S. Road, 1st floor, Kolkata-700 001
- (65) NAINA DISTRIBUTORS PVT. LTD. (PAN NO. AABCN0414D) (CIN NO. U51109WB1997PTC082979) a private Limited company incorporated under provision of the Companies Act, 1956, having its registered office at: 63, Radha Bazar Street, 3rd floor, Room No. 5, Kolkata-700 001
- (66) CONFIRM REALBUILD PVT. LTD. (PAN NO:AAECC6398Q); (CIN: U45400WB2011PTC170999) a private Limited company incorporated under provision of the Companies Act, 1956, having its registered office at 4, Dr. Rajendra Prasad Sarani, 3rd Floor ,Room No 303, Kolkata - 700 001 P.O.- GPO, P.S.- Hare Street,
- (67) NEELAM DROLIA, (PAN NO: ADPPD0225N, ADHAR NO. 8217 2973 8287) Daughter of Shyamsunder Chirania, residing at 24G Sura Third Land, 3rd Floor, Kolkata-700010 P.O. Beliaghata, P.S.

Beliaghata, District- South 24 Parganas.

- (68) VG SHELTERS PRIVATE LIMITED (PAN NO. AAECV4383J) (CIN NO.U45400WB2008PTC12856) a company existing under the Companies Act, 2013, having its registered office at 25, R. N. Mukherjee Road, 3rd Floor, Suite - A, Kolkata - 700001, Police Station - Hare Street, Post Office - R. N. Mukherjee Road, District- Kolkata.**
- (69) JAYANTI INFRANIRMAN PRIVATE LIMITED (PAN NO. AACCJ7281Q) (CIN NO. U70109WB2011PTC170033) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Mukti Chamber, 4, Clive Row, 4th Floor, Room No. 405, Kolkata - 700001, Police Station - Hare Street, Kolkata-700 001.**
- (70) SRINATH SECURITIES PRIVATE LTD. (PAN: AA ECS8222M),(CIN: U67190WB1995PTC071683) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N.Mukherjee Road, 4TH floor, Suit No. 'F', P.O.- R. N. Mukherjee Road, P.S. Hare Street Kolkata-700 001, represented by its Director, BISWANATH SARAF, son of Sri Krishna Saraf, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at 26/1, Bangur Avenue, Block-B, Lake Town, Kolkata - 700055 Police Station - Lake Town), Post Office - Lake Town, District- North 24 Parganas.**
- (71) NKA COMMERCIAL PVT LIMITED (PAN NO. AACCN3159Q)(CINNO. U72200WB2006PTC109866) a private**

Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Unit No-1304 Plot No A1-4 Ergo Building EP/GP Block Sector-V Saltlake Kolkata-700091 Police Station Electronic Complex Post office Sech Bhawan North 24 Paragnas represented by its Directors SUDHA AGARWAL, wife of Niranjan Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - housewife, residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas and PRATEEK AGARWAL, son of Niranjan Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.

- (72) DROLIA AGENCIES PVT LIMITED (PAN NO. AAACD9234C) (CIN NO. U51109WB1984PTC038046) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at 7, B.B. GANGULY STREET, 3RD FLOOR, Kolkata - 700012, Police Station - Hare Street, P.O. - Bowbazar, represented by its Director BIMAL KUMAR DROLIA, son of Govind Ram Drolia, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at 12, Dover Park, Kolkata - 700019, P.O. Ballygunge and P.S. Ballygunge.
- (73) SMT. NIDHI AGARWAL, (PAN AFDPA2651R), Daughter of Sri

Niranjan Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Housewife, presently residing at BD 210, Sector -I , Salt Lake City, Kolkata - 700 064, Police Station - Bidhannagar , Post Office -Bidhannagar, District- North 24 Parganas.

- (74) SHRI PREATEEK AGARWAL, (PAN AGTPA9616K), son of Shri Niranjan Kumar Agarwal, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at , AC-169 Sector-1 Saltlake Kolkata-700064 P.S.- Bidhannagar, P.O. Bidhannagar, Kolkata-700 064.
- (75) Mr. NIRANJAN KUMAR AGARWAL, son of late Bajrang Lal Chowdhury, by nationality- Indian, by religion - Hindu, by Occupation - business residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.
- (76) NIRANJAN KUMAR AND SONS (HUF) (PAN NO. AACHN8240H) Represented by its Karta Mr. NIRANJAN AGARWAL, son of late Bajrang Lal Chowdhury, by nationality- Indian, by religion - Hindu, by Occupation - business residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.
- (77) UTSAV VYAPAAR PVT. LTD. (PAN NO. AAACU8690H) (CIN NO. U51109WB2006PTC112311) a private Limited company incorporated in accordance with the provision of the Companies

Act, 1956, having its registered office at 4 Ganesh Chandra Avenue ,6th Floor, Kolkata - 700 013, Police Station - Bowbazar Post Office Dhramtala, represented by its Director PANKAJ KOLEY, son of Sanat Kumar Koley, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at Vill + P.O. - Beldubi, P.S. - Panchla, Howrah - 711322.

(78) NK CAPITAL MARKETS PVT. LTD. (PAN NO. AACCN4834G) (CIN NO. U65991WB2007PTC114646) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Unit No 1304, Plot No A1-4 Ergo Building , EP/GP Block, Sector V, Salt Lake, Kolkata- 700091, P.O. Sech Bhawan , P.S.- Electronic Complex, represented by its Directors PRATEEK AGARWAL, son of Niranjn Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.

(79) NIDHI VINCOM PVT. LTD. (PAN NO. AACCN5772B) (CIN NO. U51109WB2007PTC118306) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Unit No 1304, Plot No A1-4 Ergo Building , EP/GP Block, Sector V, Salt Lake, Kolkata- 700091, P.O. Sech Bhawan , P.S.- Electronic Complex, represented by its Directors NIDHI AGARWAL, daughter of Niranjn Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at BD 210, Sector -I,

Salt Lake City, Kolkata - 700 064, Police Station -Bidhannagar ,
Post Office -Bidhannagar, District- North 24 Parganas.

- (80) JEEVANMITRA DISTRIBUTORS PVT. LTD. (PAN NO. AACCJ3600J) (CIN NO. U51109WB2010PTC148161) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at 4, Dr, Rajendra Prasad Sarani, 3rd floor, Room No. 303, Kolkata - 700 001, Police Station - Hare Street, Post Office - G.P.O, represented by its Director VINEET DROLIA, son of Parmanand Drolia, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at 228, Bangur Avenue, Block A, 4th Floor, Flat 4A, Jessore Road Police Station Lake Town, Post Office Lake Town, Kolkata - 700055.
- (81) AMAR BOTTLING PVT. LTD. (PAN NO. AADCA4139L) (CIN NO. U74999WB1996PTC077969) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Mukti Chamber, 4, Clive Row, 4th Floor, Room No. 405, Kolkata -700001, Police Station - Hare Street, , P.O. - Hare Street, District Kolkata represented by its Directors SUBHASH KUMAR ROONGTA, son of late Jugal Kishore Roongtaa, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at AD-29, Salt Lake City, Sector-I, Kolkata -700 064, Police Station - Bidhan Nagar (North), Post Office - C.C. Block, Salt Lake, District- North 24 Parganas and BINOD KUMAR DROLIA, son of late Govind Ram Drolia, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at "Satya Niket", BC-260, Sector-1, Salt Lake

City- 700064, Police Station - Bidhan Nagar (North), Post Office - C.C. Block, Salt Lake, District- North 24 Parganas.

- (82) ANIMA CREDIT & INVESTMENTS PVT. LTD. (PAN NO. AAECA6458R (CIN NO. U70101WB1995PTC075591) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Mukti Chamber, 4, Clive Row, 4th Floor, Room No. 405, Kolkata - 700001, Police Station - Hare Street, P.O. - Hare Street, District Kolkata., represented by its Directors SUBHASH KUMAR ROONGTA, son of late Jugal Kishore Roongtaa, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at AD-29, Salt Lake City, Sector-I, Kolkata -700 064, Police Station - Bidhan Nagar (North), Post Office - C.C. Block, Salt Lake, District- North 24 Parganas and BINOD KUMAR DROLIA, son of late Govind Ram Drolia, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at "Satya Niket", BC-260, Sector-1, Salt Lake City-700064, Police Station - Bidhan Nagar (North), Post Office - C.C. Block, Salt Lake, District- North 24 Parganas.

- (83) APOLLO MERCHANTS PVT. LTD. (PAN NO. AAFCA4563N) (CIN NO. U51109WB2005PTC105617) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Unit No 1304, Plot No A1-4 Ergo Building , EP/GP Block, Sector V, Salt Lake, Kolkata- 700091, P.O. Sech Bhawan , P.S.- Electronic Complex., represented by its Directors PRATEEK AGARWAL, son of Niranjn Kumar Agarwal, by nationality- Indian, by religion -

Hindu, by Occupation - business, residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.

- (84) NK SUPPLIERS PVT. LTD. (PAN NO. AAACP2729C) (CIN NO. U51909WB2007PTC115760) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at Unit No 1304, Plot No A1-4 Ergo Building , EP/GP Block, Sector V, Salt Lake, Kolkata-700091, P.O. Sech Bhawan , P.S.- Electronic Complex, represented by its Directors PRATEEK AGARWAL, son of Niranjn Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - business, residing at AC 169, Sector I, Salt Lake City, Kolkata - 700 069, Police Station - Bidhannagar, Post Office - Bidhannagar, District- North 24 Parganas, District- North 24 Parganas.
- (85) RNA CAPITAL MARKETS LTD. (PAN NO. AACCR9325E) (CIN NO. U67120WB2005PLC101911) a private Limited company incorporated in accordance with the provision of the Companies Act, 1956, having its registered office at G-501, Block -DC, Salt Lake, Kolkata- 700 064, District North 24arganas. Police Station - Bidhannagar, Post Office Bidhannagar, represented by its Directors RAUSHAN AGARWAL, son of Vijay Kumar Agarwal, by nationality- Indian, by religion - Hindu, by Occupation - service, residing at 204B, Lake Town, Block B, Kolkata - 700089 Police Station - Lake Town, Post Office - Lake Town.
- (86) RISHIKA ROONGTA, (PAN AFCPN4639K), daughter of Sri

Sanjoy Kumar Nigania, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-39, Sector-I, Salt Lake, P.S.- Bidhannagar, P.O. Bidhannagar, Kolkata-700 064.

All represented by _____, son of _____, (PAN _____) residing at _____, P.O _____, P.S _____, Kolkata - _____ and hereinafter jointly referred to as the **OWNERS**

(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest and assigns and in respect of the individuals their respective heirs, legal representatives and assigns) of the **FIRST PART**

(The "**Owners**" and "**Developer**" are, collectively, referred to as the "**Sellers**". The "**Owners**", "**Developer**" and the "**Purchaser**" are individually referred to as "**Party**" and collectively as "**Parties**")

BACKGROUND:

- A.** The Owners are the absolute and lawful owners and/or otherwise well and sufficiently entitled to all that the land measuring **1162.225** decimals in various dags of MOUZA Kutulsahi (J.L.No.42) and Digberia (J,L, No,74) in District North 24 Parganas more fully described in the **FIRST SCHEDULE** hereto (the "**LARGER LAND**").
- B.** Out of the said Larger Land, the Developer has kept aside Pond area measuring 84 decimal and decided to develop land measuring 1078.225 decimal for a Housing Complex hereinafter referred to as the **PROJECT LAND**.
- C.** The Developer, at the first instance, had entered into an agreement dated the 30th July 2014, registered in the office of ADSR, Barasat, North 24 Parganas (Barasat) in book no. I Volume 39 pages 1158 to 1272 being no.

6159 for the year 2014(the "**FIRST AGREEMENT**") with the Owners (then comprising 100 number as per serial number 1 to 100 of the First Agreement for developing and/or constructing a Residential Development consisting of several residential and other building(s), on the Larger Land measuring 9.7719 acres, more or less, morefully described therein for the consideration and subject to the terms and conditions contained therein;

- D.** In terms of the provisions of the First Agreement, 98 (ninety-eight) numbers of owners (from out of the said 100 numbers of owners, as mentioned in the First Agreement), granted a general power of attorney, dated 30th July 2014 and registered in the office of ADSR, Barasat, North 24 Parganas (Barasat) in book no. I Volume 40 pages 2576 to 2640 being no. 6160 for the year 2014 to the authorized representatives of the Developer for the purpose of carrying out various works in connection with the development of the Larger Land in terms of the First Agreement (the "**FIRST POWER OF ATTORNEY**").
- E.** A second power of attorney also dated the 30th day of July 2014, (which was registered in the office of ADSR, Barasat, North 24 Parganas (Barasat) in book no. I Volume 40 pages 2516 to 2575 being no. 6161 for the year 2014) was granted by 98 number of owners (from out of the said 100 numbers of owners, as mentioned in the First Agreement) to the authorized representatives of the Developer, inter alia, for the purpose of executing deeds of conveyances and/or other deeds including leases in respect of the Larger Land and/or the constructed units thereon and/or for carrying out various works in connection thereof in terms of the First Agreement. (the "**SECOND POWER OF ATTORNEY**")
- F.** Two of the co-owners being of serial number 81and 82 respectively in the First Agreement, who do not reside in Kolkata granted a power of attorney dated the 2nd day of March 2014, to the Developer (which power was duly got registered by the said owners no. 81 and 82 at **AHD-3-MGR**,

Ahmedabad being no. 3204-2-48) to enable the Developer to act on their behalf in terms of the First Agreement. (the "**THIRD POWER OF ATTORNEY**")

- G.** The Larger Land, which was the subject matter of the First Agreement, were earmarked for the purpose of building an integrated building complex known as "**ETERNIA**"(earlier known as 'Majhergaon') to be constructed in several phases (the "**COMPLEX**")
- H.** The Developer, at the first instance, decided to develop only a portion of the Larger Land measuring 866 decimals, more or less wherein Phases I and II have already been completed on Land measuring 370.42 decimal more fully written in Part-V of the Second Schedule and presently construction of Phases III and IV are in progress.
- I.** Phase -III land is admeasuring 158.80 Decimal more fully described in **Part I** of the **Second Schedule**. Phase- IV land measuring 261.904 Decimal is more fully described in **Part-II** of the **Second Schedule** ; **Phase-V** land measuring 44.096 decimal is described in Part-III of the **Second Schedule** and lastly Phase-VI land measuring 212.225 **Decimal** is more fully described in **Part-IV** of the **Second Schedule**. Land measuring 30.78 Decimal has been reserved for Common pathway more fully described in **Part-VI** of the Second Schedule hereunder written..
- J.** Developer, had earlier, got a plan sanctioned by the Barasat Municipality on Barasat Portion Land for construction of a building/complex comprising 25 (twenty five) numbers of ground plus four storied buildings intended for residential purposes.. This plan was got revised by the Developer by a revised plan sanctioned by the Barasat Municipality for construction of 25 nos. of ground plus five storied buildings (all for residential purposes and numbered as building/block nos. 3 to 29) being plan no..726 dated **29.09.2014** of the year 2014 (the "**BARASAT PLAN**").

- K.** The Developer, thereafter, got a plan sanctioned by the Madhyamgram Municipality on Madhyamgram Portion Land for construction of a building/complex comprising 2 (two) numbers of ground plus four storied buildings(intended for residential use except a portion on the ground floor which was intended for commercial use, being building/block nos. 1 and 2) being plan no. MGM-1450/MM/2016-17, dated 16.02.2016 for the year 2016 (the "**MADHYAMGRAM PLAN**").
- L.** The Barasat Plan and the Madhyamgram Plan are hereinafter collectively referred to as the "**ORIGINAL PLAN**".
- M.** The Developer has obtained revised sanction of Plan for construction and development of Block Nos. 2 to 9 on Phase- IV vide Building Sanction Plan No 1704 dated 26.08.2021 from Barasat Municipality and sanction of Plan for Building Block No.1 is awaited from Madhyamgram Municipality.
- N.** The Developer will construct **Phase- V** of the Housing Complex comprising Building Block Nos. I on land measuring 44.096 decimal and **Phase- VI** of the Housing Complex comprising six Building Block on land measuring 212.225 Decimal .
- O.** Under the Original Plan, the constructed units (irrespective of the phases in which they were to be constructed)are meant to be used for residential purposes except some shops (situated in Building/Block No. 1) which are for commercial purposes. The common areas of the Complex, (including those which are being constructed under **PHASE- IV**) are meant to be used in common by all the occupants of the constructed units in PHASE- IV, as also the occupants of the units to be constructed in other phases of the Complex, in due course.
- P.** Besides Phase I and II, the Developer has also completed construction and development of the units in Building Block Nos -2 to 9 and common areas appurtenant thereto in Phase-IV of the Complex on land measuring 261.904 Decimal as per the Plan and undertake further construction on

remaining portion of the Larger Land, in due course, in terms of further plans to be got sanctioned from the concerned authorities in due course.

- Q.** Earlier for the purpose of marketing and/or sale of the units, the Developer caused a deed of declaration dated the 22nd day of December, 2015, containing the detailed terms and conditions of offer, allotment, construction, sale, transfer, usage, common rights and all other aspects of the development of the Complex, (collectively the "GTC") registered in the office of ADSR Barasat, in Book No. I, Volume No. 1503-2015, pages-124754 to 124838 being no. 150308654 for the year 2015. Notwithstanding the fact that in the said GTC it is specifically mentioned that the said GTC is applicable only to buildings/block(s) no. 11 to 17. Upon extension of the Project the Said GTC shall also apply to Block Nos. 20, 22, 24, 25 as the Developer is now intending to make the said GTC applicable to all the units in all the phases, already constructed and/or to be constructed in future, and have also decided that the said GTC shall be and shall always be deemed to be applicable to all the blocks/units (including all the units being constructed in PHASE- IV comprising block nos. 2 to 9) in the Complex popularly known as "ETERNIA".
- R.** The Developer, thereafter, offered the various flats/units within Phase- IV of the Complex to the intending customers through various marketing methods and started allotment of flats/units to the intending customers/allottees.
- S.** Pursuant to a company application No. 717 of 2016, the Hon'ble High Court at Calcutta was pleased to grant the merger of eighteen companies with Swadha Nirman Private Limited being the Owner No.1 to the First Development Agreement and out of such eighteen companies, fifteen of such companies namely Accuman Commotrade Pvt. Ltd., Crown Tradecom Pvt. Ltd., Jayanti Infra Promoters Pvt. Ltd, Jayanti Infra Realtors Pvt. Ltd., Jayanti Infraprojects Pvt. Ltd., Jayanti Niketan Pvt. Ltd., Jayanti Niwas Pvt. Ltd., Jayanti Piazza Pvt. Ltd., Jayanti Promoters Pvt. Ltd., Pawan Comosales Pvt. Ltd., Shyama Highrise Pvt. Ltd., Swadha

Enclave Pvt. Ltd., Swadha Estates Pvt. Ltd., Swadha Promoters Pvt. Ltd., Swadha Realtors Pvt. Ltd., (hereinafter, collectively, referred to as the “**Transferees Companies in CA NO. 717/2016**”) were the owner and/or the party of the first part (from out of the hundred owner companies/individuals/entities) to the First Development Agreement, being the agreement dated 30th July, 2014 with regard to the Larger Land .

- T. Pursuant to a company petition number 1013 of 2016, connected with company application no. 717 of 2016, the Hon’ble High Court at Calcutta, was pleased to grant the merger of 18 (eighteen) number of companies (out of which 15 (fifteen) companies were the owners of their respective land comprised within the Larger Land, details of which are appearing in the **SIXTH SCHEDULE** hereunder written). And the remaining 3 (three) companies were outside companies.
- U. Besides merger of the said Transferees Companies in CA NO. 717/2016 four new companies namely Sagar Awas Private Limited (owner of 2.47 decimals), Aasma Vincom Private Limited (owner of 2.475 decimals), Esquire Impex Private Limited (owner of 8.4 decimals) and VG Shelters Private Limited (owner of 2.027 decimals) aggregating to a total of 15.372 decimals of land joined the development with their respective parcels of land.
- V. The Developer during the course of construction of Phase-IV of the Complex, agreed to modify and/or amend some terms and conditions of the First Agreement (in supersession of the First Agreement, without, in any manner, abrogating and/or diluting the activities which were undertaken pursuant to the First Agreement) and pursuant thereto an agreement dated the 21st day of April, 2017 was executed by and between the Developer and the Owners who are named herein), which agreement was registered in the office of the DSR-III, North 24 Parganas, in Book No. I, Volume 1525-2017, Pages 81457 to 81847 being no. 152503492 for the year 2017 (the “**SAID AGREEMENT**”).

- W.** In terms of the provisions of the Said Agreement, 87 (eighty seven) number of owners (from out of the said 89 number of owners as mentioned in the Said Agreement excluding owner no. 66 and 67 being Sri Rakesh Roongta and Ms. Jyoti Roongta) granted two general power of attorney both dated the 21st day of April, 2017 and both the power of attorneys were registered in the office of DSR-III, North 24 Parganas, in book No. IV, Volume No. 1525-2017, pages- 2769 to 3061 and pages 3062 to 3349 being no. 152500166 and 152500167 respectively for the year 2017. (respectively the **"FOURTH POWER OF ATTORNEY"** and the **"FIFTH POWER OF ATTORNEY"**).
- X.** A sixth power of attorney dated the 13th day of June, 2017 (which was registered in the office of AHD-3-MGR, Gujarat, in book no. 4, Volume 2017001013858 being no. 4169 for the year 2017) was granted by the said Ms. Jyoti Roongta, and Sri Rakesh Roongta being the remaining 2 [two] number of owners (from out of the said 89 [eighty nine] numbers of owners, as mentioned in the Said Agreement who were not parties to the Fourth and the Fifth Power Of Attorney) to the authorized representatives of the Developer for the purpose of carrying out various works in connection with the development of the Larger Land in of the Said Agreement (the **"SIXTH POWER OF ATTORNEY"**).
- Y.** The First Agreement and the Said Agreement are hereinafter collectively referred to as the **"DEVELOPMENT AGREEMENT"**.
- Z.** By an Agreement for sale dated _____ registered in the Office of _____ in Book No.I, Volume No._____, Pages ____ to _____ Being No._____ for the year _____ (**"AGREEMENT FOR SALE"**) Apartment Unit as per details given in the **FOURTH SCHEDULE** hereunder (the **"SAID APARTMENT"**) has been allotted to the Purchaser.
- AA.** While the construction and completion of flats/units within Phase-IV, were being completed, the Developer caused some revisions done in the Original Plan and the said revised plan was duly got sanctioned from the concerned municipality (the **"SAID PLAN"**).
- BB.** The Developer has since completed the construction of Phase-IV

including the Said Apartment and has also completed the construction of the portions of the Common Areas comprised within Phase-IV as per the Original Plan and/or the Said Plan and has obtained the completion certificate of the said Phase-IV from the authorities vide memo no. _____. Dt. _____.

CC. The Developer has got registered PHASE- IV of the Complex under the provisions of the RERA Act having Registration No._____.

DD. The Developer has since delivered vacant and physical possession of the Said Apartment to the Purchaser, to the Purchaser's full satisfaction.

EE. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) is being conveyed by the Developer with the consent and concurrence of the Owners in favour of the Purchaser **AND** the undivided proportionate share in the Common Areas which have been constructed and/or built upon by the Developer as also the undivided proportionate share in the Common Areas which are not built upon and/or which are open to sky together with the right to use all of such Common Areas, (both open and covered) in common, along with other occupants and maintenance staff etc. of the buildings of Phase-IV and/or the Complex, as the case may be, (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Developer (with the consent and concurrence of the Owner)to the Purchaser.

FF. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owners in the Larger Land, the Original Plan and/or the Said Plan, the construction made by the Developer, all background papers, the right of the Sellers to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

GG.The Purchaser has understood the manner in which the Developer has developed the various phases including this phase-IV of the Complex .

- a. **Development of Complex:** - The Sellers have developed the different phases including Phase-IV so far and propose to develop in due course the Future Phase on entirety of the Larger Land, which are adjacent to the Phase-IV land and also any Added Area. Though the Developer will put its best efforts to complete the construction of all the building/blocks of the Complex, the Developer, however, will be well within their rights to withhold/not construct and/or truncate any one or more of the building/blocks of the Complex at its sole and absolute discretion.
- b. **Area earmarked for sub-station/transformer:** For making provision for supply of electricity within the Complex and/or in the neighborhood, a demarcated area of land measuring more or less 16 decimals, abutting the main Badu Road, located at one end of the main entrance of the Complex with structures built as per the requirements, has already been given on long term lease on a token rental to West Bengal State Electricity Distribution Company Limited (**WBSEDCL**) by a lease deed being no. 08108/2018 at ADSR, Barasat in Book No. I, Volume No. 1503-2018 pages 177758 to 177814 being No. 15030556 for the year 2018. The rental payable by **WBSEDCL** for the said lease for use and occupation of the demarcated area shall ultimately accrue to the account of the Association, (as defined below) and/or as may be so decided in due course by the co-owners of the Complex.
- c. **Entry to the Complex:** All the buildings/blocks comprised within the Complex will have entry and exit only from the main Badu Road and there will not be any other means of ingress and egress to and from the Complex.
- d. **Extent of Rights:** The rights of the Purchaser are limited to the ownership of the Said Apartment and the rights appurtenant and attributable to the Said Apartment. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any

claim, of ownership, contrary to the above.

- e. **Common Areas subject to change:** The Common Areas (which are comprised within Phase-IV and/or to be comprised in other phases and/or portions of the Complex) shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Project Land and/or the Larger Land and /or the Added Areas and/or the Complex thereon, as the case maybe, and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.

- f. **Only User Rights in Common Areas:** The Purchaser shall only have user rights in the Common Areas presently comprised within Phase-IV, as also in other common areas of other phases of the Complex to the extent required for beneficial use and enjoyment of the Said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas.

- g. **Development of additional land/Added Area:** Notwithstanding anything contained in this conveyance, the Purchaser shall have no objection and shall be deemed to have granted unconditional approval and shall under no circumstances have any objection to the Developer for : (1) integrating or adding Added Area or buildings to the Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Common Areas, (3) modifying the Said Plan, as may be necessary in this regard and (4) granting to the other allottees of the apartment/units of other phases of the Complex or to the allottees of flats/units of buildings in Added Areas, as the case may be, all forms of rights to use the Common Areas.

1. NOW THIS INDENTURE WITNESSETH THAT:

2. In pursuance of the Agreement For Sale in favour of the Purchaser and the Purchaser requesting the Sellers to convey the properties described hereafter **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Developer do hereby as also by the memo of consideration hereunder written admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment and the rights and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure (and the Owner doth hereby confirm the same), unto the Purchaser **ALL THAT** the Said Apartment as more fully described in the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "**SAID APARTMENT**") in Phase-IV of the Complex and in consideration of the receipt by the Owners of the Owners' entitlement (under the First Agreement dated 30th July, 2014 read with the Said Agreement dated 21st April 2017, both, being collectively referred to as the Development Agreement), the Owners do and each of them doth hereby grant sell convey transfer assign and assure (and the Developer hereby confirm) unto the Purchaser **ALL THAT** the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the "**COMMON AREAS**") in common along with other occupants and maintenance staff etc. of the buildings of the Phase-III and/or the buildings of other phases of the Complex, as the case may be (without causing any inconvenience or hindrance to them) **BUT EXCEPTING AND RESERVING** the properties and rights excluded and reserved unto the Developer as mentioned in the **SEVENTH SCHEDULE** hereunder written all of such properties/rights hereinafter collectively referred to ,as the "**SAID APARTMENT AND THE RIGHTS APPURTENANT THERETO**") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, **TO HAVE AND TO HOLD** the Said Apartment And The Rights Appurtenant Thereto together with all benefits and advantages, rights, liberties, easements, privileges, appendages,

and appurtenances whatsoever belonging to the Said Apartment And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Sellers into or upon the Said Apartment And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Sellers with the Said Apartment even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer **AND THE OWNERS, DEVELOPER DO AND EACH OF THEM DO TH** HEREBY COVENANT WITH THE ALLOTTEE as follows :

- a) Notwithstanding any act deed matter or thing whatsoever by the Owners or the Developer done or executed or knowingly suffered to the contrary the Owners are or the Developer is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Sellers now have good right full power and absolute

authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Seller or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Seller.

d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Seller or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Seller or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Seller and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Sellers shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for

further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

- g) The Sellers have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h) The Sellers do and each of them doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Apartment and also shall at the like request and costs of the Purchaser deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

3. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE SELLER as follows :-

- a) To observe, perform, comply with and fulfil the obligations, covenants

and conditions on his/her/its/their part to be observed and performed contained in the EOI , the Provisional Booking Letter and the Agreement as part and parcel of these presents.

- b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Association to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the Association for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deed and things.
- c) Not to hold the Seller liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Purchaser as well as the Association shall remain liable to indemnify and keep indemnified the Sellers and/or any person or persons nominated, appointed and/or authorized by the Sellers for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchser and/or the Association.
- d) **Use of Common Areas within the Phase-IV/other Common Areas:** The Purchaser, along with other purchasers/ occupants of other apartments/units in the Phase-IV and/or the Complex, as and when available for use in due course of time, will be entitled to use and enjoy only such of the Common Areas in the Phase-IV and/or other Common Areas within Phase- IV/Complex, as the case may be, which would be earmarked and/or designated for common use by the Developer, at its sole discretion.
- e) The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Phase-IV or other

portions of the Complex) amongst the co-owners (including the Purchaser) will be decided by the Association. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Phase-IV and/or other Common Areas of the Complex, wholly or partly, as the case may be, shall be made to the Association, when formed and payment of the maintenance expenses of the Common Areas of the Phase-IV/Complex, as the case may be, as and when applicable, in the manner so decided by the Association, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses the Developer, till such time it maintains such Common Areas or the Association, when formed, will be entitled to withhold /discontinue the common services for the period of non-payment of such expenses by the Purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Larger Land)

All that the several pieces and parcels of land collectively admeasuring 1162.225 decimal more or less , comprised in several L.R. dag nos., appertaining to several L.R. khatian nos. in Mouzas-Kutulsahi and Digberia, in the district of North 24 parganas as detailed herein below, partly situated within police station Barasat, and partly in P.S. Madhyamgram, partly within the jurisdiction of post office Barasat and partly within the jurisdiction of P.O. Madhyamgram, being holding no 1048,KutulsahiRoad under Barasat Municipality, Ward no 29, Kolkata - 700155 and holding no 233,Badu Road, under Madhyamgram Municipality, ward no. 4 (formally known as ward no. 12), Kolkata - 700155, respectively, together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof, delineated on Plan 'A' annexed hereto and bordered in colour "RED" thereon.

Details of schedule of land are given herein below in a tabular form:

SL. NO.	MOUZAS	L.R. DAG NOS.	L.R. KHATIAN NOS.	AREA (IN DECIMAL)
1.	DIGBERIA	8	1760/1	03
2.	DIGBERIA	14	1759/1, 1751, 1761, 2029, 1760/1	39
3.	DIGBERIA	15	1289, 1749, 1291, 1292, 1293, 1294	54
4.	DIGBERIA	21/560	1748, 1750	18
5.	KUTULSAH I	539	895, 898, 881,900	37
6.	KUTULSAH I	540	889, 893, 897, 899, 999, 1000, 1001, 1002	71
7.	KUTULSAH I	541	861, 843	14
8.	KUTULSAH I	542	835, 836, 851, 868, 869, 870, 872, 896	74
9.	KUTULSAH I	543	890, 894	19
10.	KUTULSAH I	544	832, 862, 863, 864, 866, 873, 875, 878, 879	88
11.	KUTULSAH I	544/596	827, 833, 844, 874	38
12.	KUTULSAH I	546	892,882, 891, 770, 769, 768, 880, 865, 876, 871,2216, 2220, 2221 2217, 2213, 2212, 1885, 2215,2214, 2219,2218	149
13.	KUTULSAH I	547	996,997,998	26
14.	KUTULSAH I	551	793, 794	22
15.	KUTULSAH	552	888,1975,1976,1978,1977	28.575

	I			
17.	KUTULSAH I	570	2005, 2006, 2007	13
18.	KUTULSAH I	570/595	877	10
19.	KUTULSAH I	571	838, 855, 856, 830,858	35
20.	KUTULSAH I	572	858, 860, 847, 848	30
21.	KUTULSAH I	573	860, 828, 837, 839, 859	44
22.	KUTULSAH I	574	859, 857, 829, 840, 845, 831	48
23.	KUTULSAH I	575	830, 831, 834, 850	28
24.	KUTULSAH I	545	991,992, 993,994,995	14
25.	KUTULSAH I	548	991,992,993,994,995,2062, 2361	39.5
26.	KUTULSAH I	538		1.15
27	KUTULSAH I	549	1877,1879,1876,1880,1879 ,1882,1875,1884,1883,188 1,.....	135
	TOTAL AREA			1162.225

THE SECOND SCHEDULE ABOVE REFERRED TO

PART-I

(PHASE -III LAND)

ALL THAT the piece and parcel of land having a total area of 158.80 decimals, more or less, partly comprised in L.R Dag Nos 540, 542, 543, 544, 544/596, 545, 546, 547, 548, 571 in Mouza - Kutulsahi, under Barasat Municipality as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto

(PART - II)

(PHASE - IV LAND)

ALL THAT the piece and parcel of land having a total area of 261.904 decimals, more or less, partly comprised in L.R Dag Nos 540, 542, 543, 544, 544/596, 546, 547, 548, 570, 572, 570/595, 574 in Mouza - Kutulsahi, under Barasat, as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto.

(PART - III)

(PHASE-V LAND)

ALL THAT the piece and parcel of land having a total area of 44.096 decimals, more or less, partly comprised in L.R Dag Nos _____ in Mouza - Kutulsahi, under Barasat Municipality, as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto.

PART- IV

(Phase -VI)

ALL THAT the piece and parcel of land having a total area of 212.225 decimals, more or less, partly comprised in L.R Dag Nos 538, 546, 548, 549, 551, 552 in Mouza - Kutulsahi, under Barasat Municipality as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto.

PART- V**(COMPLETED PHASE – FIRST SECOND and THIRD PHASES)**

ALL THAT the pieces and parcels of land containing an area of **529.22** decimal in various Dags as more fully demarcated in the Plan 'A' annexed hereto.

PART- VI**(COMMON PATHWAY)**

ALL THAT the piece and parcel of land having a total area of 30.78. decimals, more or less in various R.S and L.R dags in Mouza - Kutulshahi, under Barasat Municipality as shown in the Plan annexed hereto together with rights advantages and privileges appurtenant thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO**(Common Areas)**

ALL THAT the common areas, facilities, amenities and/or the portions of the Complex including those situated within the Phase-IV and/or the Complex, which are and which will, in due course be constructed and earmarked by the Developer (in consultation and with the consent and concurrence of Owners) for the beneficial common use and enjoyment of the Purchaser and/or other occupants of the buildings of the Phase-III and/or the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer and shall include:

- (i) The Larger Land and/or the Added Areas, if any, on which the Complex is to be situated including Phase-IV Land on which Phase-IV of the Complex has been constructed and/or developed.
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Complex;
- (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the Phase-III;
- (viii) all other portions of the Complex, including those, situated within the Phase-III, necessary or convenient for its maintenance, safety, etc., and earmarked by the Sellers for common use.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Said Apartment)

ALL THAT the Residential apartment/unit No. admeasuring a carpet area of **sq. ft.** more or less, with the corresponding built-up area being **sq. ft.** ,more or less, and the corresponding super built-up area being **sq. ft.** more or less, on the **floor** of **Block-.....** within **Phase-IV** of the Larger land known as “**Eternia**” as shown in Floor plan border in **RED** on the **ANNEXURE-II** .

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Consideration)

Rs. /- (Rupees: only)
for the Said Apartment And The Properties Appurtenant Thereto, paid by the
Purchaser to the Owner/Developer in full and final satisfaction.

THE SIXTH SCHEDULE ABOVE REFERRED TO

**(Name of 15 owner companies which merged with Swadha Nirman
Pvt. Ltd.)**

Sl.No.	Companies Name	Address	PAN No.
1	Acumen Commotrade Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AAJCA5396D
2	Crown Trade com Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AAECC4376Q
3	Jayanti Infraprojects Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AACCJ6511A
4	Jayanti Plaza Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AACCJ6475F
5	Jayanti Promoters Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AACCJ6514F
6	Jayanti Niketan Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AACCJ7180R
7	Jayanti Niwas Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AACCJ7184M
8	Shyama Highrise Pvt. Ltd	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AANCS3789E
9	Pawan Comosales Pvt. Ltd.	63, Radha Bazar Street, R-43, 3 rd floor, Kolkata-700 001	AAGCP1902K
10	Swadha Realtors Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AAJCS6293F
11	Swadha Promoters Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AAJCS6740B
12	Swadha Estates Pvt. Ltd.	4, Clive Row, 4 th floor, R-405, Kolkata-700001	AAJCS6736K
13	Swadha Enclave Pvt.	4, Clive Row, 4 th floor,	AAJCS6292E

	Ltd.	R-405,Kolkata-700001	
14	Jayanti Infra promoters Pvt. Ltd	4, Clive Row, 4th floor, R-405,Kolkata-700001	AACCJ7183N
15	Jayanti Infrarealtors Pvt. Ltd.	4, Clive Row, 4th floor, R-405,Kolkata-700001	AACCJ7185L

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Exceptions and Reservations of Developer)

Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Developer mentioned hereinafter in this chapter shall be excepted and reserved unto the Developer and it is expressly agreed and understood by and between the Parties hereto as follows:-

1. The Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the Complex not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.
2. The Developer shall also be entitled, with the permission of the concerned authorities, to construct additional stories on the roof of the buildings or any part thereof and to deal with, use, let out, convey and/or otherwise transfer me same to any person for such consideration and in such manner and on such terms and conditions as the Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the Developer shall shift the Over-head Water Tank and other common installations to the roof of such construction being the ultimate roof for the time being.
3. The Developer shall be entitled to link the Larger Land with Added Areas and shall be entitled to give, take and/or share any right, title,

interest, benefit, advantage etc., as between the Complex and the Added Area as the Developer may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Larger

- a. to amalgamate or merge the Added Areas or any part thereof with the Larger Land and/or the Complex in such manner and to such extent as be deemed fit and proper by the Developer,
 - b. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Larger Land for any sanction, construction, use and enjoyment of the Added Area or any constructions and developments thereon;
 - c. to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Larger Land -
 - d. to utilize any additional constructed area that may be allowed or sanctioned in the Larger Land and/or the new buildings or Complex thereon (by way of additional stories, additional building or otherwise) owing to any amalgamation or link with the Added Area;
 - e. to combine and/or connect the Complex and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas Land and/or Complex with Added Areas: - and Installations) between the occupants of the Complex and the Added Areas in such manner and to such extent as the Developer may deem fit and proper.
4. In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts

payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer on account thereof.

5. The Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the buildings or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Developer in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Developer.
6. For or relating to any such constructions, addition or alterations, the Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Larger Land viz lift, generator, water electricity, sewerage, drainage, etc. thereto as he deemed to be expedient to make such area and constructions tenantable.
7. The Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of, any unit or units (other than the Designated unit) Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such.
8. The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the building plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any built other than the designate Unit Provided that in case by such modification alteration and/or sanction the location or built up area of the designated unit is likely to be affected then the Developer shall take a consent in writing from the purchaser for such modification alteration and/or sanction.
9. The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under clause 1 to 8 and their subclasses hereinabove (as applicable)

and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned all-inclusive sum of **Rs. /- (Rupees only)** being the full consideration for the Said Apartment And The Properties Appurtenant Thereto.

IN WITNESS WHEREOF the Parties hereto have executed this Conveyance on the day month and year first above written.

Executed and Delivered by the **For**
Owners in the presence of :

1. (1) SWADHA NIRMAN PRIVATE LIMITED,
(2) TANUJ PROPERTIES PRIVATE LIMITED
2. (3) TIRUPATI ASHRAY PRIVATE LIMITED
(4) DROLIA BROTHERS HUF
(5) PAWAN KUMAR PRATUSH KUMAR HUF
(6) SHUBHKAMNA EXPORTS INDIA PRIVATE
(7) SARAF SILK EXPORTS PRIVATE LIMITED
(8) NK7 LEISURE PRIVATE LIMITED

- (9) NIDHI ENCLAVE PVT LIMITED
- (10) NIDHI VYAPAAR PRIVATE LIMITED
- (11) SYNERGY COMMODEAL PRIVATE LIMITED
- (12) MAXIMUM MERCHANDISE PRIVATE LIMITED
- (13) TOPLINK DEVELOPERS CONSULTANCY PVT. LTD.
- (14) DHANKUBER COMPLEX PRIVATE LIMITED
- (15) ENERGETIC VINTRADE PRIVATE LIMITED
- (16) JEEVANJYOTI INFOTECH PRIVATE LIMITED
- (17) UNICORN DEALTRADE PRIVATE LIMITED
- (18) FRONTLINE DEALCOMM PRIVATE LIMITED
- (19) KAILASH KUMAR ROONGTA HUF
- (20) SHREESIDHI DEALCOMM PRIVATE LIMITED
- (21) RUPAK TRADING PRIVATE LIMITED
- (22) VINEET DROLIA
- (23) BINOD KUMAR DROLIA
- (24) SUSHILA DROLIA
- (25) NIKUNJ DROLIA
- (26) TANUJ DROLIA
- (27) PRATUSH DROLIA
- (28) SANTOSH KUMAR ROONGTA

- (29) SANTOSH KUMAR ROONGTA HUF
- (30) SUBHASH KUMAR ROONGTA
- (31) SUBHASH KUMAR ROONGTA HUF
- (32) KAILASH KUMAR ROONGTA
- (33) HEMLATA ROONGTA
- (34) SHREY ROONGTA
- (35) KIRAN ROONGTA
- (36) BELA ROONGTA
- (37) ANITA ROONGTA
- (38) RUCHI ROONGTA
- (39) MOHANLAL ROONGTA
- (40) RAJESH ROONGTA
- (41) RAKESH ROONGTA
- (42) JYOTI ROONGTA
- (43) ABHISHEK ROONGTA
- (44) ADITI BAJAJ
- (45) PUSHPA ROONGTA
- (46) JUGAL KISHORE ROONGTA
- (47) MOHANLAL ROONGTA
- (48) RAJESH ROONGTA
- (49) PAWAN KUMAR DROLIA
- (50) SUNITA DROLIA
- (51) SHARWAN KUMAR DROLIA
- (52) ADESH SARAF
- (53) SUSHIL KUMAR KAJARIA
- (54) ASHISH KAJARIA
- (55) SUSHIL KUMAR KAJARIA HUF

- (56) SHRADHA AGARWAL
- (57) RAUSHAN AGARWAL
- (58) SMT. SUDHA AGARWAL
- (59) PARMANANDA DROLIA
- (60) SAGAR AWAS PRIVATE LIMITED
- (61) AASMA VINCOM PRIVATE LIMITED
- (62) JAYANTI ENCLAVE PVT. LTD.
- (63) JAYANTI INFRADEVELOPERS PVT. LTD.
- (64) TANISHA ESTATE PVT. LTD.
- (65) NAINA DISTRIBUTORS PVT. LTD.
- (66) CONFIRM REALBUILD PVT. LTD.
- (67) NEELAM DROLIA
- (68) VG SHELTERS PRIVATE LIMITED
- (69) JAYANTI INFRANIRMAN PRIVATE LIMITED
- (70) SRINATH SECURITIES PRIVATE LTD.
- (71) NKA COMMERCIAL PVT LIMITED
- (72) DROLIA AGENCIES PVT LIMITED
- (73) SMT. NIDHI AGARWAL
- (74) SHRI PREATEEK AGARWAL
- (75) Mr. NIRANJAN KUMAR AGARWAL
- (76) NIRANJAN KUMAR AND SONS (HUF)
- (77) UTSAV VYAPAAR PVT. LTD.
- (78) NK CAPITAL MARKETS PVT. LTD.
- (79) NIDHI VINCOM PVT. LTD.

(80) JEEVANMITRA DISTRIBUTORS PVT. LTD.

(81) AMAR BOTTLING PVT. LTD.

(82) ANIMA CREDIT & INVESTMENTS PVT. LTD.

(83) APOLLO MERCHANTS PVT. LTD.

(84) NK SUPPLIERS PVT. LTD.

(85) RNA CAPITAL MARKETS LTD.

(86) RISHIKA ROONGTA

Represented by their Constituted Attorney MR. Raushan Agrawal of the above named owners.

Executed and Delivered by

the **Developer** in the presence of :

1.

Signatory **Signature** **of** **Authorized**
Developer **on** **behalf** **of** **the**
LLP **BADU ROAD DEVELOPERS**

Signature of Developer

2.

Executed and Delivered by
the **Purchaser** in the presence of:-

1.

Signature of Purchaser

2.

Drafted by me,