

CONVEYANCE

THIS INDENTURE is executed at the place and date as specified in the “**Sixth Schedule**” below by and between the persons, whose names and addresses are also specified respectively in the said **Sixth Schedule** below as “**Owners**”, “**Developer**” and the “**Purchaser**” respectively of the **First, Second and Third 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**”)

(“**The Purchaser**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns)

BACKGROUND:

- A. The Owners are the absolute and lawful owner of the property more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto(the “**SAID LAND**”), purchased by the Owners from time to time as per the particulars of title of the Said Land as more fully described in the **SECOND SCHEDULE** hereto.
- B. The Developer entered into a development agreement on 2nd July, 2013 and subsequently registered the same on the 26th day of September, 2013, which was registered in the office of the D.S.R. - IV, South 24 Parganas and duly recorded in Book No. I, CD Volume No. 39, Pages from 3272 to 3320, being deed no. 07675 for the year 2013 (the “**FIRST AGREEMENT**”) with the Owners (then comprising 109 number of owners from serial number 1 to 109 of the “**Sixth Schedule**” hereunder written) for developing and/or constructing the Complex, (as defined below) then on a portion of the Said Land as given therein (**being Land 1**), for the consideration and subject to the terms and conditions contained therein;
- C. By another development agreement executed and registered on the 9th day of March, 2016, which was registered in the office of the Additional Registrar of Assurances – 1 (ARA I), Kolkata which was duly recorded in Book No. I, Volume No. 1901-2016, Pages from 72499 to 72598, Being Deed No. 190102043 for the year 2016 (the “**SECOND AGREEMENT**”) by and between the Developer and the Owners (then comprising 112 number of owners from serial number 1 to 112 of the “**Sixth Schedule**” hereunder written), some amendments were made in the First Agreement for the area of land i.e. additional area of 17.98 decimal again being a portion of the Said Land as given therein (**being Land II**), for the consideration and subject to the terms and conditions contained therein.
- D. Land I and Land II as also further land already purchased from time to time are earmarked for the purpose of construction of an integrated housing and commercial complex known as “**SOUTHWINDS**” comprising of residential apartments as also commercial units and also other spaces and common areas, to be constructed in several phases (the “**PROJECT/COMPLEX**”).
- E. The Developer caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned being plan no. 712/CB/23/04 dated 30/07/2013 (the “**SAID PLAN**”) on a portion of the Said Land.
- F. For offering the Flats/units in the Complex to the intending allottees/purchasers a document christened “General Terms & Conditions” was executed and registered on 14th day of June, 2013 at the office of D.S.R. - IV, South 24 Parganas and was recorded in Book No. 1, CD Volume No. 27, Pages from 1415 to 1476 being no. 04974 for the year 2013 In due course a

“Supplementary General Terms & Conditions” was also executed on 28th day of October, 2015 and registered on 10th day of December, 2015 at the office of D.S.R. – IV, South 24 Parganas and was recorded in Book No. IV CD Volume No. 1604-2015, Pages from 6812 to 6827 being no. 160400720 for the year 2015. (collectively the “GTC”).

- G. Apartment/Flats were offered to the intending allottees/purchasers in the first phase comprising 5 (five) nos of buildings (the **FIRST PHASE**”), one commercial building (the **COMMERCIAL PHASE**”), 3 (three) nos of buildings in the second phase (the **SECOND PHASE**”), 1 (one) no of building in the third phase (the **THIRD PHASE**”) and 1 to 15 floors of one building in the fourth phase (the **FOURTH PHASE**”) of the Complex as per the said GTC and such apartments/flats/units were taken up by the intending allottees/purchasers for which initially allotment letters were issued followed by agreement for sale by the Sellers in favour of the allottees/purchasers.
- H. The Developer will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.
- I. The Developer has since got the Said Plan being plan no. 712/CB/23/04 dated 30/07/2013 revised from the Rajpur-Sonarpur Municipality being plan no. 155/Rev/CB/23/38 dated 03/10/2016.
- J. The Owners from serial number 113 to 156 purchased another parcel of land measuring 397.12 Decimal (**being Land III**) which was added to the total quantum of land (then already stood purchased) on which the Complex is to be built by the Developer. A Development Agreement, dated 15.03.2017 was entered into by and between the then Owners (156 Numbers) and the Developer and the said Development Agreement dated 15.03.2017 was registered on 27th day of March, 2017 in the office of Additional Registrar of Assurances – I (A.R.A. – I), Kolkata, and duly recorded in Book no. I, Volume No. 1901-2018 pages from 14532 to 14993 being no. 190100257 for the year 2018, for development of the Land I, Land II and Land III for the consideration and on the terms and conditions mentioned therein (the **THIRD AGREEMENT**”).
- K. The Owners (then comprising 156 numbers from serial number 1 to 156) have executed several Power of Attorneys and the said Power of Attorneys were registered respectively, in the office of ARA III in book no. IV Volume 1903-2018 pages 37940 to 38011 being no. 190301218 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 44276 to 44361 being no. 190301219 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 39429 to 39497 being no. 190301282 of 2018 dated 28th February, 2018, book no. IV Volume 1903-2018 pages 41755 to 41820 being no. 190301367 of 2018 dated 7th March, 2018, book no. IV Volume 1903-2018 pages 41821 to 41885 being no. 190301368 of 2018 dated 7th March, 2018 and book no. IV Volume 1903-2018 pages 41886 to 41948 being no. 190301369 of 2018 dated 7th March, 2018, all in favour of the Developer enabling the Developer to undertake all the obligations set out in the above Development Agreements including but not limited to develop and negotiate sale of the buildings consisting of apartments/flats (the **Units**”) and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid sale and to give receipt for the same as

per the terms of the Third Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.

- L. The Owners as well as the Developer thereafter, for the benefit and betterment of the construction and facilities of the buildings in the Project/Complex gifted and/or transferred 20.2213 Decimals of land from the above Land III to WBSEB and various other authorities.
- M. During the course of construction of the Project/Complex the Owners from serial number 157 to 168 along with other Co-Owners have since purchased the adjoining land and the Developer has since agreed to include within the Project/Complex the said adjoining land so purchased measuring more or less 158.06 Decimals (Land IV). Accordingly, the existing Owners agreed to include Owners being numbers 157 to 168 who have since already purchased the said Land IV (being 158.06 decimal, more or less) and have already agreed with the Developer for including the said Land IV to the Said Land. The said addition of Land IV has increased the present area of the Said Land and the revised area of the Said Land has become more or less 1606.9387 decimals which is also described (along with Land I, Land II, Land III and Land IV) in PART- I of the FIRST SCHEDULE hereunder written and hereinbefore as also hereinafter being collectively referred to as **the "Said Land"**.
- N. A development agreement by and between the Developer and the said Owners (being serial numbers 1 to 168) for inclusion of the said Future Development Land within the Said Land, has been executed on 21.12.2018 and has also been registered in the office of Additional Registrar of Assurances – I (A.R.A. – I), Kolkata, and duly recorded in Book No. I, Volume No. 1901-2019, Pages 47691 to 47807 being no. 190100750 for the year 2019 (the **"DEVELOPMENT AGREEMENT"**). Subsequently the Owners (being numbers 1 to 168 as per details above) executed a fresh "Development Power of Attorney" on 26.03.2019 and subsequently the said Development Power of Attorney was registered in the office of Additional Registrar of Assurances – I (A.R.A. – I), Kolkata and duly recorded in Book I, Volume No. 1901-2019, Pages from 117694 to 117842, being No. 190102337 for the year 2019 in favour of the Developer, thereby enabling the Developer to undertake all the obligations set out in the said Development Agreement including but not limited to development and sale of the Units (being the apartments/flats/units in the building(s)) of the Project/Complex built/being built on the Said Land including the Future Development Land (collectively the **"APARTMENTS"**) and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid allotment/sale of the said Apartments and to give receipt for the same as per the terms of the said Development Agreement and to execute, admit and present for registration, on behalf of the Owners, agreements and/or conveyances for sale or lease and/or transfer of said Apartments and to appear before the appropriate authority including Registrar and Sub-Registrars.
- O. The Developer, in the meantime, got the revised plan being plan no. 155/Rev/CB/23/38 dated 03/10/2016 further modified from the Rajpur-Sonarpur Municipality being plan no.

31/Rev/03/23/58 dated 13/05/2019. Thereafter the Developer further modified the Plan being plan no. 31/Rev/03/23/58 dated 13/05/2019 from the Rajpur-Sonarpur Municipality being plan no. 59/Rev/CB/23/71 dated 23/09/2020 for betterment of the Project/Complex and/or use or enjoyment of the units in the Project/Complex.

- P. The Developer has since completed and/or is in the process of completing the construction of First Phase, the Commercial Phase, the Second Phase, the Third Phase and the Fourth Phase and also the Common Areas (to the extent required for beneficial use and enjoyment of the said phases) including the Units/Apartments comprised within all such phases and has already obtained and/or in the process of obtaining the completion certificate of all such phases of the Project/Complex from the authorities and have called upon and/or in the process of calling upon the Allottees/Purchasers of all such phases to take possession and to complete the transfer/conveyance of their respective Units/Apartments together with rights and advantages appurtenant thereto. The Allottees/purchasers have been informed that the ultimate Common Areas and amenities of the Project/Complex will, at all times, be shared among all allottee/ Unit/Apartments owner/ purchasers of the Project/Complex.
- Q. The Sellers further took up construction and development of the fifth phase comprising of two number of building being building/block numbers 11 and 12 (the “**FIFTH PHASE/PROJECT**”) at the Complex as per the Said Plan ,on a portion of the Said Land as shown in “**RED**” color on Plan ‘A’ annexed hereto and as morefully described in **Part II of the FIRST SCHEDULE** hereto (the “**PROJECT LAND**”) and in due course, got the said Fifth Phase/Project registered under the provisions of the Real Estate (Regulation and Development) Act., (the “**ACT**”), read with the West Bengal Real Estate (Regulation and Development) Rules, (the “**RULES**”) with the West Bengal Housing Industry Regulatory Authority at Kolkata under registration no. _____. Apartment/flats in the Fifth Phase/Project of the Complex were offered to the intending allottees/purchaser as per the Agreement To Sale issued by the Sellers.
- R. The Developer has since obtained the completion certificate of the First Phase, the Commercial Phase,the Second Phase, the Third Phase,and the Fourth of the Complex from the authorities and have since handed over and/or is in the process of handing over the possession of the Units/Apartments to the allottees/purchasers and have since also completed and/or is in the process of completing the execution and registration of the deeds of transfer/conveyance of the Units/Apartments of the said First Phase, the Commercial Phase,the Second Phase, the Third Phase and the Fourth Phase of the Complex in favour of the allottees/purchasers.
- S. The Purchaser herein, pursuant to the said offer of the Sellers in the Fifth Phase/Project, had under the the provisional allotment letter followed by an agreement for sale dated the ____ day of ____, 20__, executed by and between the Parties hereto and for the consideration and on the terms and conditions mentioned therein (the “**AGREEMENT FOR SALE/ALLOTMENT LETTER** ”), agreed to purchase one apartment morefully described in the said Agreement For Sale/Allotment Letter and also morefully described in **PART – I, and PART – II** of the **FOURTH SCHEDULE** hereunder written being the “**FLAT AND RIGHTS**”, and the “**CAR PARKING SPACES**” respectively and/or collectively the “**SAID APARTMENT**”.

- T. The Sellers have provided limited number of marked and numbered open parking areas within the Project in conformity with the Project Plan for the benefit of the allottees of the Project and such open Parking areas shall be treated as a part of the Common Areas (defined hereinbelow) of the Project. In terms of this Deed, the Sellers have agreed to grant the exclusive right to park a vehicle in one of such open parking areas (“Open Parking Space”) to the Purchaser on a “FIRST COME FIRST SERVED” basis and with the sole objective of maintaining peace and harmony amongst the purchasers. The Open Parking Space shall be reserved for use of Purchaser herein to the exclusion of the other purchasers in the Project and such right to exclusive use of the Purchaser shall be an indefeasible, inseparable and a vested right running with the Apartment (defined hereinabove).
- U. The Sellers are fully competent to execute this Deed of Conveyance and all legal formalities with respect to the right, title and interest of the Sellers regarding the Said Land for the Fifth Phase/Project of development to which this Deed of Conveyance relates is to be constructed, have been completed.
- V. The Sellers have obtained the final layout plan, sanctioned plan, specifications and approvals for the fifth Phase/Project and also for the apartment or buildings thereon, as the case may be from Rajpur-Sonarapur Municipality and also agrees and undertakes that it shall not make any changes to the Plan of Fifth Phase/Project, except in strict compliance with the provisions of the Act and other laws as applicable;
- W. The Sellers have since completed the construction of the Units/Apartments in the Fifth Phase/Project including the Said Apartment and has also completed the construction of the common areas of the Fifth Phase/Project, as per details given in the **THIRD SCHEDULE** hereunder written, (the “**COMMON AREAS**”) and has obtained the completion certificate of the Fifth Phase/Project from the Authorities.
- X. The Purchaser has since paid the entire consideration of the Said Apartment to the Developer and the Developer has put the Purchaser in possession of the said Apartment and has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment together with rights and advantages appurtenant thereto, to which the Purchaser has agreed.
- Y. In pursuance of the aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Sellers to the Purchaser.
- Z. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owners in the Said Land, 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 herein and the Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- AA. The Purchaser has been made aware of a pending litigation being WP 17303W of 2018 (previously WP NO. 316 of 2018) (the “**LITIGATION**”) which is an untenable claim made by persons wrongfully interpreting the Urban Land (Ceiling and Regulation) Act, of which the Sellers are defending as per the advice of the advocates and which the Sellers are confident of resolving.
- BB. The Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.
- a. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Said Flat and Car Parking Spaces 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.

- b. **Development of Complex:-** The Sellers are developing and/or proposing to develop in due course, the entirety of the Said Land, comprising the Fifth Phase/Project, as also other phases of the Complex on the remaining portions of the Said Land
- c. **Common Areas (comprised within the Fifth Phase/Project) subject to change:** The Common Areas which are comprised within the Fifth Phase/Project and/or 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 Said Land and/or the Complex 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 comprised within the Fifth Phase/Project or to be comprised in other portions of the Said Land and/or the Complex.
- d. **Only User Rights in Common Areas:-** The Purchaser shall only have user rights in the Common Areas comprised within the Fifth Phase/Project 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 Area and/or other Common Areas of the Complex. The Purchaser further agrees and accepts that Purchaser has been made aware that the Common Area of the Fifth Phase/Project as well as that of other Phases shall be transferred to the Association as per the prevailing laws only after completion development of the entire Complex.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement For Sale/Allotment Letter by and between the Parties hereto **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FIFTH SCHEDULE** herein and in consideration of the receipt of the respective entitlements (under the said - Development Agreement), by the Owners and each of them, from the Developer, (the receipt whereof the Developer as also the Owners and each of them doth hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment), the Sellers do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Flat And Rights and the Car Parking Spaces, if any, as per details given in **PART – I and PART-II**, respectively, of the **FOURTH SCHEDULE** hereunder (herein before as also hereinafter, collectively, the “**SAID APARTMENT**”), **TO HAVE AND TO HOLD** the Said Apartment unto the Purchaser absolutely and forever free from all encumbrances (save and except the Litigation as mentioned above), whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment 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** all the estate, rights, title, interest,

property, claim and demand, whatsoever, of the Sellers into or upon the Said Apartment **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 wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Rights being the right to use undivided proportionate indivisible share of the Purchaser in the Common Areas and the right of user and enjoyment thereof as morefully mentioned in the **THIRD SCHEDULE** hereunder written shall always be deemed to have been conveyed to the Purchaser by the Sellers with the said Flat and Parking space even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. Purchaser's Covenants:

The Purchaser (notwithstanding anything herein inconsistent or contrary to anything mentioned in the **GTC**/Agreement For Sale) doth hereby, agree, accept and covenant with the Sellers as follows:

- 2.1 **Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Fifth Phase/Project and/or the Said Apartment (and/or the revised plans as aforesaid) and is satisfied as to the Said Plan (and/or the revised plans as aforesaid) and/or the construction of the building(s) of the Fifth Phase/Project and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment and also to the nature, scope and extent of benefit or interest in the Fifth Phase/Project and/or in the common areas.
- 2.2 **User:** The Purchaser shall use the Said Apartment only for the purpose of residence and for no other purpose whatsoever. Further, it has been expressly and specifically understood by the Purchaser that the activities of the club proposed within the Complex might cause some disturbance to the Purchaser. Such activities are inclusive of, but not limited to, recreational and sporting activities, lighting arrangements, parties/get-togethers, tournaments and other activities which can be carried out by the Club Management throughout the year. With full knowledge of such activities, the Purchaser has purchased the Said Apartment and hereby undertakes not to raise any objection to any of the activities of the Club to be carried out throughout the year. The Purchaser also undertakes not to make any claim of any nature against the Sellers and/or the Club Management in respect of the activities of the Club. The service areas located within the Fifth Phase / Project and/or within the Complex in due course, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Purchaser shall not be permitted to use the service areas and the basements, if any, in any other manner whatsoever, other than those so earmarked for specified

purposes, and all such spaces shall be reserved for use by the Sellers and/or the Association, as the case may be, for rendering maintenance services and/or use for specified purposes;

2.3 Use of Common Areas within the Fifth Phase/Project /other Common Areas: The Purchaser, along with other purchasers/ occupants of other apartments/units in the Complex and/or the Fifth Phase/Project, will be entitled to use and enjoy only such of the Common Areas in the Fifth Phase/Project and/or other Common Areas within the Complex, as the case may be, which would be earmarked and/or designated for common use by the Developer, at its sole discretion.

2.4 The Purchaser shall:

2.4.1 Payment of Rates and Taxes: On and from the “Deemed Date of Possession” of the Said Apartment as mentioned in the Notice of Possession , (i.e. the date as may be so decided by the Developer and notified as such to all the allottees/purchasers including the Purchaser) shall pay all Property municipality taxes, khajna (land taxes), charges, levies and impositions payable as owner or the occupier of the Said Apartment in the Fifth Phase/Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. It is clarified here that the Purchaser has understood that it is the Purchasers obligation to have Said Apartment assessed by the competent authority. However till such assessment is made the Purchaser covenants to reimburse the Sellers/ Association, his/ her proportionate tax paid by the Sellers/ Association from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Sellers or the Association and/or the Complex Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Sellers or the Association and/or the Complex Maintenance Body, as the case maybe, the Purchaser’s share of Property municipality taxes, khajna (land taxes), security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Said Apartment is situated;

2.4.2 Colour Scheme/Modifications: Not change/modify/alter the external façade (on all sides) of the Said Apartment or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Apartment which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).

2.4.3 Good Order and Condition: Keep the interiors of the Said Apartment and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

2.4.4 Necessary Repairs and Maintenance: Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Apartment without causing any inconvenience to the other owners/occupiers of the Fifth Phase/Project. In this regard, the Purchaser, shall after taking possession, be solely responsible to maintain the Said Apartment at the Purchaser’s own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any applicable laws or change or alter or make additions to the Said Apartment and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and

ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Purchaser further agrees to carry out such repairs or interior or any other works in the Said Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Fifth Phase/Project;

- 2.4.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Sellers are held responsible or liable for any liability, whatsoever, for the same. In this regard the Purchaser confirms that the Purchaser is signing and/or executing this deed of conveyance with full knowledge of all laws, rules, regulations, notifications applicable to the Fifth Phase/Project and that the Purchaser shall comply with and carry out, from time to time after the Purchaser has taken over the occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said Apartment at the Purchaser's own costs and expenses;
- 2.4.6 Signing of Documents:** shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Sellers and other co-buyers and/or co-occupiers of the Fifth Phase/Project;
- 2.4.7 Drawing of Electrical Wires and Cables:** draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other co-buyers and/or co-occupiers of the Fifth Phase/Project. The main electric meter shall be installed only at the common meter space in the building or the Fifth Phase/Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Fifth Phase/Project, the Said Land and outside walls of the buildings(s) save and except in the manner indicated by the Sellers or the Association or Complex Maintenance Body, as the case may be;
- 2.4.8 Intimation About Tenant:** inform the Association and/or the Complex Maintenance Body about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the Said Apartment, ;
- 2.4.9 Domestic Help(s)/Driver(s)/Pet(s):** remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the Purchaser; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the Said Apartment and/or employed by the Purchaser shall use only the common toilets and while so using, keep the common toilets clean and dry.
- 2.4.10 Cable / Telecom / Broad-Band etc.:** avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Fifth Phase/Project as maybe so provided by the Seller and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Seller shall so decide) with the service providers operating within the Fifth Phase/Project for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Sellers within the Fifth Phase/Project and which would be declared to be common facilities by the Sellers. These contracts/ agreements, if any, entered into by the Sellers shall be continued for the period of

validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units/Apartments.

2.4.11 Air Conditioning / Outdoor AC Unit / Split Air Conditioner: put up the outdoor AC unit / split unit, as the case maybe, in the ledge if any provided by the Developer **and** shall use only the route earmarked, if any, to take refrigerant piping etc., which the Purchaser shall have to strictly follow while installing AC units. The Purchaser shall not install any window air-conditioning units anywhere in the Said Apartment and not change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Sellers to install air-conditioners only in designated areas as approved by Sellers.

2.5 The Purchaser (after taking possession of the Said Apartment) shall not:

- 2.5.1 Repair:** Ask the Developer to undertake any repair or rectification work in the Said Apartment nor the Purchaser shall refuse or neglect to carry out any work directed by a competent authority or by the Association or the Complex Maintenance Body, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the Said Apartment, and shall not require or hold the Sellers liable for execution of such works;
- 2.5.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Apartment and/or the amenities, utilities and/or facilities provided in the Said Apartment and/or in the Complex and/or in the Fifth Phase after the execution of these presents.
- 2.5.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Apartment, which may cause nuisance or annoyance to others.
- 2.5.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Apartment and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the building and in case any damage is caused to the building or the Said Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;
- 2.5.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said Apartment, for any illegal or immoral activities.
- 2.5.6 Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Apartment other than the area earmarked for such purposes.
- 2.5.7 Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors/lobbies and other places of common use in the building.
- 2.5.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units/Apartments in the building in which the Said Apartment is situated is unreasonably

interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Apartment.

- 2.5.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Fifth Phase/Project and/or in the Common Areas within the Fifth Phase/Project and/or other Common Areas of the Complex save and except the Said Apartment to the extent applicable under the scope of the relevant laws.
- 2.5.10 Object construction:** Object to the construction of the Complex in the other phases over a period of time and/or shall not object to the Developer combining such areas into the Complex with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such combination /addition with the Complex and/or with the Fifth Phase/Project.
- 2.5.11 Put up Letter box/signage:** No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Apartment or on the outside wall of the Buildings so as to be visible from outside the Said Apartment. Save at the place as be approved or provided by the Developer Provided however nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.
- 2.5.12 Object to the installations:** not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Complex which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.
- 2.5.13 Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the Said Apartment; In this regard the Purchaser shall not demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Sellers and/or the Association and/or the Complex Maintenance Body, as the case maybe. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the Said Apartment and/or any part or portion thereof. The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/ grills. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Apartment; The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
- 2.5.14 Insurance:** do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Said Apartment is situated or any

part thereof or whereby any increased premium shall become payable in respect of the said insurance;

- 2.5.15 Installation of Grills etc.:** install grills, the design of which has not been suggested and/or approved by the Sellers or the Association and/or the Complex Maintenance Body or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the building;
- 2.5.16 Not Build or Obstruct:** build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Fifth Phase/Project in any manner;
- 2.5.17 Use of Parking Space:** keep in the Car Parking Space, if any, anything other than cars or two-wheeler or use the Car Parking Space for any purpose other than parking of cars or two wheelers or raise any “kucha” or “pacca” construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 2.5.18 Parking in Common Areas: park or allow its vehicle to be parked in the pathway or open spaces in the Fifth Phase/Project** and/or the Complex or any part or portion thereof, save and except the parking space, if any, allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of co-buyers and co-occupiers of the Fifth Phase/Project;
- 2.5.19 Trademark of Sellers: use the name/mark of the Sellers** in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Sellers and shall further be liable for prosecution for use of such mark of the Sellers;
- 2.5.20 Heavy Machinery:** keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances; The Purchaser shall not install or keep or run any generator in the Said Apartment, if any;
- 2.5.21 No Smoking: smoke in public places inside the Project** and/or the Complex which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 2.5.22 No Plucking of Flowers in the Garden:** pluck flowers or stems from the gardens or plants;
- 2.5.23 No Littering:** throw or allow to be thrown litter on the grass planted within the Fifth Phase/Project and/or the Complex;
- 2.5.24 No Trespassing:** trespass or allow to be trespassed over lawns and green plants within the Fifth Phase/Project and/or the Complex;
- 2.5.25 Not Overload Lifts:** overload the passenger lifts and shall move goods only through the staircase of the building;
- 2.5.26 Not Use Elevators During Fire:** use the elevators in case of fire;
- 2.5.27 Drying of Clothes:** put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- 2.5.28 Guarding charges:** that on failure of the Allottee to take possession as per clause 7.2 above, -the Allottee shall be liable to pay guarding charges @ Rs. 5000/- (Rupees Five Thousand

only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the date the Allottee takes actual physical possession of the Apartment.;

3. Owners' Covenants:

- a. The Owners doth hereby confirm that the Owners shall transfer and/or convey, absolutely and forever, the Common Areas, as mentioned in **the Third Schedule** hereunder written, to the Association Of flat/unit Owners , and on completion of the entire Complex and as and when so required under Law, at the costs and expenses of the Association or collectively the purchasers of the various flats/units of all types (including the Purchaser herein) within the buildings of the Fifth Phase/Project and/or the Complex constructed on the Said Land.
- b. The Owners doth hereby covenant that the Owners in future, shall, as and when required execute such documents that may be required for perfecting and bettering the title of the Said Apartment.

4. Developer's Covenants:

- a. The Developer doth hereby covenant with the Purchaser that the Developer in future, shall, at the request and cost of the Purchaser, or any of them, as the case may be, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment to the Purchaser, if so required.
- b. The Developer, in due course, shall hand over the Common Areas to the association of flat/unit owners after duly obtaining the completion certificate (or such other certificate by whatever name called is issued by the competent authority) of the Complex as provided in the Act. The Developer, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser or any one of them, cause to be produced to the Purchaser or their attorneys or agent for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof and in due course of time, to handover all such title deeds to the association of the flat/unit owners, when formed.
- c. While handing over such documents, etc. to the Association of flat/unit owners, when formed, the Developer will also handover all relevant documents of the Fifth Phase/Project and/or the Complex such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the association.

5. Mutual Covenants:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

5.1 Transfer/conveyance of Common Area: The Purchaser has been categorically made aware by the Sellers that the Rights as morefully mentioned in **PART – I** of the **FOURTH SCHEDULE** hereto is being transferred to the Purchaser as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Sellers that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the West Bengal Housing Industry Regulation Act, 2017 (the “**Said Act**”) read with the West Bengal Housing Industry Regulation Rules, 2018 (the “**Said Rules**”) as is applicable in the state of West Bengal) the Sellers would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **THIRD SCHEDULE** hereunder written to the Association Of Flat/Unit Owners, (as defined below) when formed after completion of the entire Complex . The Purchaser, hereby, unconditionally and unequivocally agrees and confirms that the Purchaser shall, if so required by the Sellers and/or by the registering authority, as the case maybe and upon receiving a request thereto from the Developer sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Sellers. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Developer or the Act or Rules or Regulations or any other laws applicable from time to time, then the Developer shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration fees, if so required, at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

5.2 INTERIM MAINTENANCE OF THE COMPLEX: The Common Area comprised within the Fifth Phase/Project and/or in other parts, phases of the Complex, as more fully described in the **Third Schedule** hereunder written, shall be in the exclusive control, management and administration of “Southwinds Residents Association” (the “**Complex Maintenance Body**”), till such time that the Association under the Apartment Ownership Act is formed. The board of directors of the Complex Maintenance Body has already been constituted, for the time being, by seven applicants/members, all being the nominees of the Developer.

5.2.1 Upon handover of the maintenance of the Fifth Phase/Project to the Complex Maintenance Body, the seven nominated members of the Developer shall resign and the flat/unit owner’s nominee as selected by the Developer (on the basis of one representative from each of the building (block) of the Complex) will constitute the board of directors of the Complex Maintenance Body, (“**Interim Board Of Directors**”) which Interim Board of Directors of the Complex Maintenance Body will take over the maintenance and management of the Complex. As soon as possible, the Interim Board of Directors will cause the flat/unit owners of each building (block) of the Complex to elect one representative from amongst themselves by election process to be so decided by them and the said elected representative will be taken as

one of the directors in the board of directors of the Complex Maintenance Body. The election will be valid for 1 (one) year and after the expiry of each year, fresh elections will be held from amongst the members of each building (block) and the elected representative of each building (block) will then become a director of the Complex Maintenance Body. The retiring director will also be eligible to offer himself/herself for re-election. The Purchaser (as also all other purchasers of all other unit/flat within the Complex) will each pay the membership fees as applicable from time to time to become a member of the Complex Maintenance Body. The Purchaser will be required to fill up the membership application form at the time of taking possession of the Said Apartment and the membership certificate of the Complex Maintenance Body will be issued to the Purchaser, in due course.

- 5.2.2** The Developer agrees that after completion of the entire Complex and with such timeframe as prescribed in the West Bengal Apartment Ownership Act the Developer shall take necessary steps for formation of an association of flat/unit owners of the Complex (the under the Apartment Ownership Act (“**Association**)). The Purchaser shall be liable to comply with the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association. The Developer, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the purchasers of the Complex regarding formation of the Association of the Complex so as to enable them to constitute/form such Association. For this purpose, the Purchasers will execute a power of attorney in favour of the Developer and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof and in order to enable the Developer to take up and complete all formalities required for the Purchaser to become a member of the said Association.
- 5.2.3** Within 3 (three) months from the date of formation of the “Association” the Developer shall and handover the maintenance of the Common Areas from the Complex Maintenance Body to Association and the Association shall take over the control, management and administration of all Common Areas within the Complex. . The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Developer shall also be transferred by the Developer to the said Association after adjustment of all dues of the Purchaser.
- 5.2.4** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Sellers, hereunder reserved and/or belonging to the Sellers and also those that the Sellers or the Developer have hereafter reserved.
- 5.2.5 Apportionment of Maintenance Expenses:** The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Fifth Phase/Project or other portions of the Complex) amongst the co-owners (including the Purchaser) will be decided by the Complex Maintenance Body, if required, in consultation with the Seller. 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 Fifth Phase/Project and/or other Common Areas of the Complex, wholly or partly, as the case may be, shall be made to the Complex Maintenance Body or if so decided by the Complex Maintenance Body to the Association, as the case may be, when formed and payment of the maintenance expenses of the Common Areas of the Complex, in the manner so decided by the

Complex Maintenance Body (which Complex Maintenance Body shall (as the context may so require) be deemed to be a federation of all the associations of the various phases of the Complex including the Association of the Fifth Phase/Project within the Complex) 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 Complex Maintenance Body or the Association, when formed, and if so allowed by the Complex Maintenance Body will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Purchaser.

- 5.2.6** The Purchaser shall co-operate with the other co-buyers and co-occupiers of the Fifth Phase/Project and/or the Complex, the Sellers and/or the Association and/or the Complex Maintenance Body, as the case may be, in the management and maintenance of the Said Apartment, building and the Fifth Phase/Project and/or the Complex and shall abide by the directions and decisions of the Sellers and/or the Association and/or the Complex Maintenance Body, as the case may be, as may be made from time to time in the best interest of the Said Apartment, and/or the building(s)/block(s) of the Fifth Phase/Project and/or of the Complex;
- 5.2.7** The maintenance and management of Common Areas by the Association/Interim Body will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, valet (if any) lobbies, lifts and staircases, AMC's of lift, Mechanical Car Park (if any), etc. It will also include safety and security of the Fifth Phase/Project such as fire detection and protection and management of general security control of the Fifth Phase/Project.
- 5.2.8** The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Fifth Phase/Project.
- 5.2.9** Till such time the Apartment Owners Association is formed and the maintenance of the building/ block is handed over to the Association, the Sellers shall look after the maintenance and for this purpose the Allottee shall pay to the Sellers 'Supervision Charges' calculated @ 10% on total CAM Cost per month for looking after the maintenance of the Project.

5.3 CLUB MEMBERSHIP AND FACILITIES - The Developer proposes to develop a Club having usual club facility. The Purchaser consents to be a member of this Club and to pay the initial membership fees as in applicable then. The use of the facilities shall be against payment of applicable charges thereof only and membership of the Purchaser shall be subject to rules and regulations made applicable therefore and be liable to be cancelled on non-payment or non-fulfillment.. In this regard it is clarified that the club facilities are expected to be operational only after the majority of the Purchaser of the Apartment/Units have moved into the Complex and also only after the club management and/or the Developer getting suitable

professional operator at a reasonable cost for operating such club facilities. On the Club becoming functional, the Purchaser shall pay the charges as prescribed from time to time for running, maintenance, replacement and/or otherwise in respect of the Club and its fit outs, facilities and usage and shall also abide by the rules and regulations framed by the Developer or its authorized representative for proper management and use of the Club. All fit outs, equipment, sporting gear, furniture and fixture shall at all times be the absolute property of the said Association / Maintenance Body. The Purchaser, Co-owners, members, or any other person shall not at any time claim ownership regarding the same.

- 5.4 USE OF SWIMMING POOL etc.:** That the Purchaser agrees that the swimming pool within the Club premises of the Fifth Phase/Project will be a facility for enjoyment of the owners of residential apartments including the Purchaser and will be used as per the rules and regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
- 5.5 Guest Rooms:** The Developer has made available guest rooms in the club for the benefits of the flat/unit owners. The said guest rooms shall be available to the flat/unit owners at cost to be decided by the Complex Maintenance Body
- 5.6 Cable/Broadband/Telephone Connection:** Provisions has been made only for two service providers as selected by the Developer for providing the services of cable, broadband, telephone etc.
- 5.7 Bus Facility:** In house bus facility for commuting between the Complex and Garia Metro Station will be made available once majority of the flat/unit owners of the Complex shift into their respective flats/units within the Complex. The facility will be available on monthly payment basis and/or at such cost that may be decided by the Complex Maintenance Body. The said costs may be borne and paid by the Complex Maintenance Body, as part of common maintenance expenses to be realized from the flat owners of the Complex including from the Purchaser.
- 5.8** The Developer/ Association may for the convenience of the Purchasers of the complex arrange for Valet parking facility. If so provided, the Purchaser agrees to pay proportionately the remuneration of persons employed(if any) for such valet parking. Such proportionate costs will be either charged by the Association as a part of the maintenance charges and/or separately as maybe so decided by the Association and all such charged will be paid by the Purchaser to the Association.
- 5.9** The Purchaser's proportionate share in all matters concerning the Said Apartment shall be the proportion which the carpet area of the Said Apartment may bear to the carpet area of all the Apartments/Units of the Fifth Phase/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Sellers or the Association upon its formation shall be binding on the Purchaser.
- 5.10** The Purchaser shall be and remain responsible for and to indemnify the Sellers and the Complex Maintenance Body against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees

of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

5.11 Any delay or indulgence by the Developer in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

5.12 The Complex shall bear the name "**SOUTHWINDS**".

5.13 This Indenture as aforesaid contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties shall be deemed to have been made by the Sellers or its agents, servants or employees other than what is specifically set forth herein.

6. Interpretation:

1. Words importing singular number, shall wherever applicable, include plural number.
2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PART-I)

(SAID LAND)

ALL THAT the piece and parcel of land admeasuring 1606.9387 Decimal, more or less, comprised in several dag nos (as per details given below), under khatian nos. 1099 to 1128, 1263 to 1348, 1371, 1412, 1413, 1483, 2138 to 2158, 2204 to 2213, 2215, 2218, 2219, 2448 to 2458, 2675, 2676, 2681, 2683, 2688, 2708, 2760 79, 269, and 1183 to 1185 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132,

Ghoshal Para Road, Kolkata – 700148, West Bengal, and the Said land butted and bounded are as follows:-

ON THE NORTH: L.R. Dag Nos. 303, 306, 492(P), 497, 491, 490(P), 311, 332, 478(P), 477(P), 547, 551, 566, 565, 599(P).

ON THE SOUTH: L.R. dag Nos. 530(P), 534, 575, 576, 572(P), 590(P), 593(P), 594, 598 and Road;

ON THE EAST: L.R. Dag Nos. 308, 307, 306, 492(P), 497, 332, 480, 479, 478(P), 477(P), 528(P), 530(P), 534, 539(P), 548, 547, 566, 563, 599(P), 593(P), 569, 570, 571 and Municipal Road;

ON THE WEST: Southern E.M. By Pass.

R.S. & L.R. Plot No.	Area (in Decimal)
304	44
305	15
477	6.7
478	10
481	136
482	6
483	10.53
485	60
486	83
487	34
488	38
489	33
490	4.28
492	3.3
493	20
496	25
498	9
499	8
500	8
501	39
502	23
503	17
504	20
505	17
506	59

507	24
510	38
511	5
512	19
513	20
514	20
515	48
516	25
517	17
518	17
519	14
520	8.17
522	11
523	62
524	20
525	18.36
526	12
528	13
530	3
535	3
536	1
539	3
540	6
541	6
542	6
545	9
546	49
567	38
568	94
572	37.92
573	8
574	19
587	1.63
589	7.07
590	5.82
591	49
592	64.9
593	16.65
595	9
596	24.9
597	1.9587
599	22.75

Total	1606.9387
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(PART-II)**(PROJECT LAND)
(FIFTH PHASE LAND)**

ALL THAT two Blocks being Block 11 comprising of G+13 floors and Block 12 comprising of G+11 floors floors of residential units in land admeasuring 158.06 decimal, more or less, comprised in R.S. & L.R. Dag nos. 477, 483, 522, 523, 524, 525, 526, 528, 530, 535 and 536 , under L.R. Khatian Nos. 1337, 1317, 1347, 1413, 79, 1183, 1184, 1185, 1338, 1339, 1340, 1341, 269, 1342, 1343, 1272, 2448, 1295, 2676, 1412, 1266 and 2675 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148 the said land butted and bounded are as follows:-

On the North : Land under R.S. & L.R. Dag Nos. 477(P), 483(P), 484, 527, and 528(P).

On the South : Land under R.S. & L.R. Dag Nos. 528(P), 530(P), 534, 535(P) and 521(P).

On the East : Land under R.S. & L.R. Dag Nos. 477(P), 528, 530(P), and 535(P).

On the West : Land under R.S. & L.R. Dag Nos. 483(P), 485, 506, 521(P) and 534.

THE SECOND SCHEDULE ABOVE REFERRED TO**(PARTICULARS OF TITLE DEED)**

Details of land held by 168 companies in the said land of 1606.9387 Decimals of Mouza - Manikpur, J.L. No.77

Sl. No.	Deed No.	Year	Purchaser	L.R. Dag Nos.	Area Purchased (in decimal)
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1	1110	2010	Akashganga Tie-up Pvt. Ltd.	481	10
2	3527	2007	Mayfair Vyapaar Pvt. Ltd.	546	10
3	3531	2007	Balaji Retailers Pvt. Ltd.	574	10
4	3499	2007	Ekta Vinimay Pvt. Ltd.	542	6
				519	4
5	3523	2007	Tirupati Advisory Services Pvt.Ltd.	512	9
				516	1
6	3495	2007	Express Commodities Pvt. Ltd.	510	8
				573	2
7	3501	2007	Tirupati Consumer Goods Pvt. Ltd.	519	10
8	3525	2007	Kamrup Commercial Pvt. Ltd.	573	3
	7302	2018		523	2
9	3516	2007	Salasar Distributors Pvt. Ltd.	511	5
				574	5
10	3530	2007	Tanvi Tower Pvt. Ltd.	513	10
11	3514	2007	Zest Retailers Pvt. Ltd.	515	10
12	3515	2007	Uday Niwas Pvt. Ltd.	516	1
				546	9
13	3572	2007	Elite Consumer Goods Pvt. Ltd.	515	10
14	3526	2007	Kamrup Marketing Pvt. Ltd.	515	10
15	3574	2007	Salasar Consumer Goods Pvt. Ltd.	510	10
16	3496	2007	Kamrup Distributors Pvt. Ltd.	516	1
				545	9
17	3498	2007	Basukinath Vinimoy Pvt. Ltd.	546	10
18	3519	2007	Daffodil Vyapaar Pvt. Ltd.	546	10
19	3502	2007	Elite Commodities Pvt. Ltd.	515	8
				517	2
20	3562	2007	Zest Commercial Pvt. Ltd.	515	10
21	3522	2007	New Ways Consumer Goods Pvt. Ltd.	546	10
22	3566	2007	Sigma Consumer Goods Pvt. Ltd.	518	10
23	3570	2007	Murlidhar Trading Pvt. Ltd.	516	10
24	3500	2007	North East Consumer Goods Pvt. Ltd.	510	10

25	3578	2007	Ridhi Sidhi Niketan Pvt. Ltd.	513	10
26	3524	2007	Express Consumer Goods Pvt. Ltd.	517	10
27	3567	2007	Shivam Consumer Goods Pvt. Ltd.	510	10
28	3529	2007	Shivam Retailers Pvt. Ltd.	518	7
				573	3
29	3494	2007	North East Retailers Pvt. Ltd.	512	10
30	3577	2007	Srijan Realty Ltd. (Formerly known as Srijan Projects Pvt. Ltd.)	514	10
31	1586	2010	Aastha Niketan Pvt. Ltd.	499	8
32	1141	2010	Nilkanth Barter Pvt. Ltd.	516	2
				517	5
				535	3
33	1590	2010	Neelkanth Infreality Pvt. Ltd.	482	6
				574	4
34	1498	2010	Amravati Mercantile Pvt. Ltd.	506	3
	1588	2010		486	3
				304	4
35	1463	2010	Nirmal Kumar Agarwala	493	10
36	408	2008	Aungkor Tradelink Pvt. Ltd.	498	9
37	1114	2010	Pawanputra Consultants Pvt. Ltd.	488	10
38	1113	2010	Shagun InfraSellerss Pvt. Ltd.	488	10
39	1105	2010	Rameshwar Barter Pvt. Ltd.	481	10
40	1107	2010	N.K. Tower Pvt. Ltd.	481	10
41	1108	2010	Vibgyor Merchants Pvt. Ltd.	481	10
42	1109	2010	Sitala Infradev Pvt. Ltd.	481	10
43	1111	2010	Landsdown Medicals Pvt. Ltd.	481	10
44	1580	2010	Jagmohan Tie-up Pvt. Ltd.	304	10
45	1142	2010	Maxmin Commercial Pvt. Ltd.	516	10
46	1438	2010	Parvati Tie-up Pvt. Ltd.	540	5
	1437	2010		483	5

47	1587	2010	Conquest Commercial Company Pvt. Ltd.	305	5
	1442	2010		496	5
48	1423	2010	Bhanu Vinimay Pvt. Ltd.	496	10
49	1585	2010	Damayanti Tradelink Pvt. Ltd.	304	10
50	1589	2010	Akashganga Barter Pvt. Ltd.	304	10
51	1581	2010	Sahansil Suppliers Pvt. Ltd.	304	10
52	1582	2010	Raghuvveer Commotrade Pvt. Ltd.	305	10
53	1510	2010	Uday Infotech Pvt. Ltd.	486	10
54	1464	2010	Smita More	493	10
55	1504	2010	N.K. Regency Pvt. Ltd.	486	10
56	1505	2010	Rolcon Finvest Pvt. Ltd.	486	10
57	1396	2010	Ekdant Procon Pvt. Ltd.	481	6
	1397	2010		487	4
58	1474	2010	Maya Agarwal	505	7
	1439	2010		483	3
59	1412	2010	Adinath Devcon Pvt. Ltd.	481	10
60	1424	2010	Bhanu Tradelink Pvt.Ltd.	489	3
	1443	2010		522	6
				523	1
61	1413	2010	Amiya Barter Pvt. Ltd.	481	10
62	1100	2010	Apnapan Developers Pvt. Ltd.	481	10
63	1101	2010	Bhumi Vinimay Pvt. Ltd.	481	10
64	1102	2010	Liberal Consultancy Services Pvt. Ltd.	481	10
65	1103	2010	Jhilmil Consultants Pvt. Ltd.	481	10
66	1104	2010	Shraddha Properties Pvt. Ltd.	481	10
67	1422	2010	Ashish More	496	10
68	1425	2010	Rameshwar Commotrade Pvt. Ltd.	541	6
	7301	2018		523	3
69	1395	2010	Adinath Infracon Pvt. Ltd.	514	10
70	1469	2010	Rameshwar Tradelink Pvt. Ltd.	501	3
	1446	2010		503	7
71	1465	2010	Charulata Tradelink Pvt. Ltd.	503	10
72	1448	2010	Murari Barter Pvt. Ltd.	502	10

73	1449	2010	Charulata Tie-up Pvt. Ltd.	502	10
74	1470	2010	Amiya Tie-up Pvt. Ltd.	501	6
	1450	2010		507	4
75	1466	2010	Sameer Agarwala	507	10
76	1451	2010	Akruti Barter Pvt. Ltd.	507	10
77	1476	2010	Saroj Kumar Agarwal	505	10
78	1475	2010	Janpriya Mercantile Pvt. Ltd.	504	10
79	1124	2010	N.K. Hirise Pvt. Ltd.	506	10
80	1125	2010	Navketan Tie-up Pvt. Ltd.	506	10
81	1126	2010	Sadabahr Dealers Pvt. Ltd.	506	10
82	1136	2010	Bhanu Tie-up Pvt. Ltd.	540	1
				506	6
				539	3
83	1121	2010	Bhoornath Infotech Pvt. Ltd.	506	10
84	1122	2010	Eminently Traders Pvt. Ltd.	506	10
85	1405	2010	Badrinatgh Infrabuild Pvt. Ltd.	485	10
86	1430	2010	Anurima Mercantile Pvt. Ltd.	489	10
87	1472	2010	Piyush Agarwala	504	10
88	1409	2010	Balgopal Realdev Pvt. Ltd.	485	10
89	1407	2010	Ekdant Infraproperties Pvt. Ltd.	485	10
90	1421	2010	N.K. Niketan Pvt. Ltd.	485	10
91	1419	2010	Bhagwati Infrapromoters Pvt. Ltd.	485	10
92	1417	2010	Shagun Realdev Pvt. Ltd.	485	10
93	1502	2010	Amiya Tradelink Pvt. Ltd.	486	10
94	1507	2010	Angira Sales Pvt. Ltd.	486	10
95	1509	2010	Devkripa Vanijya Pvt. Ltd.	486	10
96	1436	2010	Jagadhatri Vyapaar Pvt. Ltd.	489	10
97	1428	2010	Sumangal Deal Trade Pvt. Ltd.	489	10
98	1454	2010	Bijay Kumar Agarwal	501	10
99	1453	2010	Goldview Commotrade Pvt. Ltd.	501	10
100	1452	2010	Matribhumi Dealers Pvt. Ltd.	501	10

101	1447	2010	Murari Tie-up Pvt. Ltd.	500	8
102	1404	2010	Balgopal InfraSellerss Pvt. Ltd.	487	10
103	1402	2010	Bhagwati Infrarealty Pvt. Ltd.	487	10
104	1410	2010	Sitala Devcon Pvt. Ltd.	487	10
105	1116	2010	N.K. Agarwal Estates Pvt. Ltd.	488	8
106	1115	2010	New Age Trade Com Pvt. Ltd.	488	10
107	1500	2010	Rukmani International Pvt. Ltd.	486	10
108	1503	2010	Akruti Commotrade Pvt. Ltd.	486	10
109	8289	2011	Kyal Residency Pvt. Ltd.	520	2.17
	7303	2018		522	0.75
				523	1
	7305	2018		523	2.25
110	1697	2011	Manisha Agarwal	502	3
	7386	2010		490	4.28
	7387	2010		483	2.53
111	1112	2010	N.K. Abbas Pvt. Ltd.	478	10
112	7385	2010	Kiran Agarwal	520	6
113	6823	2014	Aquablue Realty LLP. (Formerly Aquablue Realty Pvt. Ltd.)	567	2
				596	2
				597	1
	6821	2014		568	5
114	6823	2014	Silverbell RealtyLLP. (Formerly Silverbell Realty Pvt. Ltd.)	567	2
				568	6
				596	2
115	6821	2014	Delmon Realty LLP. (Formerly Delmon Realty Pvt. Ltd.)	567	2
				568	5
				599	3
116	6827	2014	Angelica RealtyLLP. (Formerly Angelica Realty Pvt. Ltd.)	567	2
				568	5
				595	2
				596	1
117	6827	2014	Silverling Realty LLP. (Formerly Silverling Realty Pvt. Ltd.)	567	2
				595	2
				596	1

	6837	2014		568	5
118	6831	2014	Dumont Realty LLP. (Formerly Dumont Realty Pvt. Ltd.)	567	2
				568	8
119	6831	2014	Morven Realty LLP. (Formerly Morven Realty Pvt. Ltd.)	567	2
				568	1
	7305	2018		523	3.75
120	6837	2014	Foxtail Realty LLP. (Formerly Foxtail Realty Pvt. Ltd.)	567	2
				568	5
				596	3
121	9901	2014	Bhuvi Dealtrade LLP. (Formerly Bhuvi Dealtrade Pvt Ltd.)	591	5
				591	5
122	10666	2014	Trimukh Regency LLP. (Formerly Trimukh Regency Pvt. Ltd.)	592	10
123	9990	2014	Arit Dealcom LLP. (Formerly Arit Dealcom Pvt. Ltd.)	592	2.5
				592	2.5
				592	2.5
				592	2.5
124	10036	2014	Elina Dealers LLP. (Formerly Elina Dealers Pvt. Ltd.)	591	9
125	6949	2014	Angelica Vinimay Pvt. Ltd.	567	2
				568	5
				595	2
				596	1
126	6949	2014	Lily Commotrade Pvt. Ltd.	567	2
				595	2
				596	1
	7270	2014		568	5
127	6950	2014	Cornflower Enclave Pvt. Ltd.	568	5
				567	2
	6953	2014		596	2
				599	1
128	6950	2014	Magnolia Tradelink Pvt. Ltd	567	2
				568	5
				599	3
129	6952	2014	Cammerton Propoerties Pvt. Ltd.	567	2
				568	8

130	6952	2014	Cammerton Developers Pvt. Ltd.	567	2
				568	1
131	6953	2014	Yashomati Properties Pvt. Ltd.	567	2
				568	5
				596	3
132	7270	2014	Alpinia Commotrade Pvt. Ltd.	567	2
				568	5
				596	3
133	9949	2014	Poppy Tradelink Pvt. Ltd.	591	10
134	10669	2014	Gladiolous Builders Pvt. Ltd.	592	10
135	10668	2014	Delphinium Projects Pvt. Ltd.	587	1.63
	9898	2014		593	2.89
	7299	2018		523	5.25
136	9897	2014	Periwinkle Sellerss Pvt. Ltd.	592	10
137	9899	2014	Freesia Venture Pvt. Ltd.	591	10
138	6137	2014	Danta Cityhomes Pvt. Ltd.	599	6.61
	2048			492	3.3
139	6137	2014	Sthira Nirman Pvt. Ltd.	599	9.14
140	6825	2014	Inesh Realbuild Pvt. Ltd.	567	2
				568	5
				595	1
				596	2
141	6825	2014	Padmesh Estates Pvt. Ltd	567	2
	6829	2014		596	3
				568	5
142	6829	2014	Padmesh Skyscrapper Pvt. Ltd.	567	2
				568	5
				596	0.9
				597	0.9587
143	9950	2014	Trimukh Skyscrapper Pvt. Ltd.	591	10
144	9900	2014	Aksaka Dealtrade Pvt. Ltd.	592	10
145	10667	2014	Kirati Homes Pvt. Ltd.	592	10
146	10666	2014	Akshi Vyapar Pvt. Ltd.	592	1.9
	9990	2014		592	3
	4300	2015		593	3.72
147	2632	2016	Supernova Realtors LLP	572	8.405
148	2637	2016	Redmaple Realtors LLP	572	8.405
149	2639	2016	Watertown Estates LLP	589	2.035

	7305	2018		522	3.75
150	4301	2015	Kalayogi Enclave Pvt. Ltd.	593	4.44
	7300	2018		522	0.5
				523	1.75
	7299	2018		523	3
151	2633	2016	Devpujan Infratech Pvt. Ltd.	572	5.405
152	2635	2016	Toronado Niwas Pvt. Ltd.	589	5.035
153	2638	2016	Ricardia Vincom Pvt. Ltd.	572	8.405
154	4302	2015	Rocana Builders Pvt. Ltd.	593	5.60
155	2634	2016	Aslesha Residency Pvt. Ltd.	572	7.3
156	2636	2016	Omana Tradecom Pvt. Ltd.	590	5.82
157	1516	2016	Aslesha Vinimay Pvt. Ltd.	525	8.36
158	1123	2010	Nirnidhi Tradelink Pvt. Ltd.	525	10
159	1456	2010	Parvati Tradelink Pvt. Ltd.	523	10
160	1455	2010	Mini More	523	10
161	1471	2010	Anchor Merchants Pvt. Ltd.	523	10
162	1445	2010	Nilamber Commerce Pvt. Ltd.	524	10
163	1429	2010	Rajendra Prasad Agarwal	524	10
164	1440	2010	Abinash More	477	6.7
165	9454	2010	Chowdhury Commercial Pvt. Ltd.	528	10
166	3956	2015	Durvish Burter Pvt. Ltd.	528	3
				530	3
				526	2
	3957	2015		536	1
167	7304	2018	Dhanprayog Tradecom Pvt. Ltd.	523	9
168	5173	2018	Megha Agarwala	526	10
					1606.9387

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

Common Areas of the Complex:

- the entire land on which the building/building blocks of the Project/Complex are built/ proposed to be built;
- Children's play area
- Stage for Puja
- Adda zone
- Lawn for Community Function
- Landscaped podium with Open Air Theatre & Multipurpose Lawn
- Club
 - Gymnasium
 - Community hall
 - Multipurpose Halls
 - All common facilities & services for the Community Hall & Multipurpose Halls
 - Squash court
 - Library
 - Indoor Games Room (Pool, Table Tennis, Card, Virtual Reality Games)
 - Lounge
 - Provision for Restaurant & Cafeteria
 - Toddler zone
 - Mini theatre
 - Guest Rooms
 - Swimming pool with deck
 - Kid's pool
 - Jacuzzi
 - Changing room facilities & Steam Bath
 - Club Toilets
 - Club open terrace
- Kid's play Room
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium & Ground level
- Association Office
- Roof Area
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilets at Ground Floor & Parking areas
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Pump Room
- Gas Bank
- Open to sky DG space
- Water Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Maintenance Room, Pool Plant Room, Security Room, Staff Change Rooms, Gate Goomty etc.
- All equipment, machineries & Pipe line installations for common use.
- Landscaped podium with Mini Football Ground & Multipurpose Lawn.
- Sewerage Treatment Plant

- Community Hall
- All common facilities & services for the Community Hall
- Multipurpose Lawn
- Outdoor Gym
- Natural Water Body
- Adda zone
- Children's play area
- Open Gym for Kids
- Landscaped Plaza
- Pet Zone

IN ADDITION TO THE ABOVE ALL THAT the right to use the common areas and/or the portions of the entire Complex/Project/ future Phases to be developed, as and when registered under WBRERA, and which will be earmarked/meant by the Sellers for beneficial common use and enjoyment of the Allottee/occupants of the Project/Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Sellers

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT)

(PART-I)

(FLAT & RIGHTS)

ALL THAT the apartment no. ___ on the ___ floor the building/block ___ having carpet area of _____ square feet, more or less, comprised of __BHK (bedrooms with kitchen, bathrooms etc.), **AND ALONG WITH** balcony/verandah admeasuring ___ square feet, more or less, if applicable, **AND ALSO ALONG WITH** the exclusive terrace area measuring _____, all of these are shown and marked in colour “YELLOW” on the **Plan “B”** annexed hereto as **ANNEXURE B** (the “FLAT”) **TOGETHER WITH** right to use the Common Areas in common with the other occupants of the Complex **AND ALSO TOGETHER WITH** the proportionate indivisible share in the Common Areas (including in the external wall thickness etc.) equivalent to _____ sqft (the “RIGHTS”) thereby collectively aggregating to a super built up area of _____ square feet, be the same a little , more or less.

(PART – II)

(CAR PARKING SPACE)

___ (_____) **OPEN/CLOSED INDEPENDENT** car parking space each admeasuring approximately 135 square feet, be the same a little more or less.

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 Developer in full and final satisfaction and the Company doth hereby admit and acknowledge the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Place of Execution	Kolkata
Date	_____ day of _____, 20__
Particulars of Owner	<ol style="list-style-type: none"> 1. PARVATI TIE UP PRIVATE LIMITED, (PAN: AAFCP2897L), 2. NILKANTH BARTER PRIVATE LIMITED, (PAN: AADCN0352Q), 3. AMRAVATI MERCANTILE PRIVATE LIMITED, (PAN: AAICA1370Q), 4. BHANU VINIMAY PRIVATE LIMITED, PAN: AADCB9497J, 5. AKASHGANGA BARTER PRIVATE LIMITED, (PAN: AAICA1425A), 6. RAGHUVVEER COMMOTRADE PRIVATE LIMITED, (PAN: AAECR5884Q), 7. BHANU TRADELINK PRIVATE LIMITED, (PAN: AADCB9498H), 8. AMIYA BARTER PRIVATE LIMITED, (PAN: AAICA1424B), 9. RAMESHWAR TRADELINK PRIVATE LIMITED, (PAN: AAECR5883K), 10. MURARI BARTER PRIVATE LIMITED, (PAN: AAGCM3085N), 11. JANPRIYA MERCANTILE PRIVATE LIMITED, (PAN: AACCCJ2739E), 12. BHANU TIE UP PRIVATE LIMITED, (PAN: AADCB9609E), 13. MURARI TIE UP PRIVATE LIMITED, (PAN: AAGCM3086R), 14. AKRUTI COMMOTRADE PRIVATE LIMITED, (PAN: AAICA1421E) 1 to 14 all are the existing Companies registered under the

Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, P.O.& P.S. Bhawanipore,

15. NIRMAL KUMAR AGARWALA, (PAN: ACQPA6880J), son of Shri. Mamraj Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;

16. SAROJ KUMAR AGARWAL, (PAN: ACQPA6879D), son of Shri. Mamraj Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;

17. PIYUSH AGARWALA, (PAN: ADDPA5887F), son of Shri. Brahmanand Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;

18. SAMEER AGARWALA, (PAN: AGUPA0634J), son of Shri. Brahmanand Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar,

19. MAYA AGARWAL, (PAN: ADAPA7826M), Wife of Shri. Bijay Kumar Agarwala, residing at 35A, Ballygunge Park, 8th Floor, Kolkata – 700 019, P.O.& P.S. Ballygunj;

20. BIJAY KUMAR AGARWALA, (PAN: ACLPA2172Q), son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8th Floor, Kolkata – 700 019, P.O. Ballygunj & P.S. Karaya;

21. SMITA MORE, (PAN: AJPPS3784D), Wife of Shri. Ashish More (PAN AFNPM4609M), residing at 18A, Mayfair Road, Kolkata -700 019, P.O. Ballygunj & P.S. Karaya,

22. ASHISH MORE (PAN AFNPM4609M), son of Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, P.O. Ballygunj & P.S. Karaya;

23. AUNGKOR TRADELINK PRIVATE LIMITED, (PAN: AACCA1580E), an existing Company registered under the Companies Act' 1956 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani, 3rd Floor, Kolkata – 700 001, P.O.& P.S. Burrabazar;

24. PAWANPUTRA CONSULTANTS PRIVATE LIMITED, (PAN: AADCP9036B), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

25. RAMESHWAR BARTER PRIVATE LIMITED, (PAN: AAECR3928B), an existing Company registered under the Companies Act' 1956 having its registered office atP-12, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O. & P.S. Burrabazar;

26. JAGMOHAN TIE UP PRIVATE LIMITED, (PAN:

AACCJ2738F), an existing Company registered under the Companies Act' 1956 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Kolkata – 700 012, P.O. & P.S. Burrabazar,

27. MAXMIN COMMERCIAL PRIVATE LIMITED, (PAN: AADCM1408N), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

28. DAMAYANTI TRADELINK PRIVATE LIMITED, (PAN: AADCD3107D), an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road, Kolkata – 700 019, P.O. Ballygunj & P.S. Karaya;

29. SAHANSIL SUPPLIERS PRIVATE LIMITED, (PAN: AAJCS9177L), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street,

30. APNAPAN DEVELOPERS PRIVATE LIMITED, (PAN: AAFCA3485P), an existing Company registered under the Companies Act' 1956 having its registered office at 84/A, Chittaranjan Avenue, 1st Floor, Kolkata – 700012, P.O. & P.S. Burrabazar;

31. LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED, (PAN: AABCL1142N), an existing Company registered under the Companies Act' 1956 having its registered office at 5 & 6 Fancy Lane, Kolkata – 700 001, P.O. & P.S. Burrabazar;

32. JHILMIL CONSULTANT PRIVATE LIMITED, (PAN: AABCJ6814F), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

33. RAMESHWAR COMMOTRADE PRIVATE LIMITED, (PAN: AAECR5881M), an existing Company registered under the Companies Act' 1956 having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, P.O. & P.S. Lal Bazar;

34. CHARULATA TRADELINK PRIVATE LIMITED, (PAN: AADCC8331Q), an existing Company registered under the Companies Act' 1956 having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Kolkata – 700 001, P.O. & P.S. Burrabazar;

35. CHARULATA TIE UP PRIVATE LIMITED, (PAN: AADCC8332P), an existing Company registered under the Companies Act' 1956 having its registered office at P - 12, New Howrah Bridge Approach Road, 3rd Floor, Kolkata – 700 001, P.O. & P.S. Burrabazar;

36. AMIYA TIEUP PRIVATE LIMITED, (PAN: AAICA1423G), an

existing Company registered under the Companies Act' 1956 having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Kolkata – 700 001, P.O. & P.S. Burrabazar;

37. AKRUTI BARTER PRIVATE LIMITED, (PAN: AAICA1369B), an existing Company registered under the Companies Act' 1956 having its registered office at 545/1, G. T. Road (South), 1st Floor, Room No.31, Howrah – 711 101, P.O. & P.S. Shibpur;

38. SADABAHAR DEALER PRIVATE LIMITED, (PAN: AAJCS9178F), an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty, & P.S. Hare Street;

39. EMINENTLY TRADERS PRIVATE LIMITED, (PAN: AABCE3541J), an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road, Ground Floor, South 24 Parganas, Pin – 700 019, P.O. & P.S. Ballygunj;

40. ANURIMA MERCANTILE PRIVATE LIMITED, (PAN: AAICA1422H), an existing Company registered under the Companies Act' 1956 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012, P.O. & P.S. Burrabazar.

41. AMIYA TRADELINK PRIVATE LIMITED, (PAN: AAICA1426D), an existing Company registered under the Companies Act' 1956 having its registered office at 1st Floor, 545/1, G.T. Road (South), Shyam Market, Howrah – 711101, P.O. & P.S. Shibpur;

42. JAGADHATRI VYAPAAR PRIVATE LIMITED, (PAN: AABCJ6815E), an existing Company registered under the Companies Act' 1956 having its registered office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin – 700 027, P.O. & P.S. Alipore;

43. AKASHGANGA TIEUP PRIVATE LIMITED, (PAN: AAICA1368A) an existing Company registered under the Companies Act' 1956 having its registered offices at P-12 New Howrah Bridge Approach, Kolkata – 700001, P.O. & P.S. Burrabazar;

44. SUMANGAL DEALTRADE PRIVATE LIMITED, (PAN: AANCS7058J), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

45. VIBGYOR MERCHANTS PRIVATE LIMITED, (PAN: AADCV1584A), an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata 700 001, P.O. Khengrapatty & P.S. Hare Street;

46. NAVKETAN TIE-UP PRIVATE LIMITED, (PAN:

AADCN1538L), an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

47. GOLDVIEW COMMOTRADE PRIVATE LIMITED, (PAN: AADCG6348M), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street;

48. NEW AGE TRADECOM PRIVATE LIMITED, (PAN: AADCN1540N), an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street.

49. CONQUEST COMMERCIAL COPRIVATE LIMITED, (PAN: AABCC0163C),

50. MATRIBHUMI DEALERS PRIVATE LIMITED, (PAN: AAECM5410D),

51. RUKMANI INTERNATIONAL PRIVATE LIMITED, (PAN: AABCR5550Q) ,49 to 51 all being existing Companies registered under the Companies Act' 1956 having their respective registered offices at 14, Netaji Subhas Road,1stFloor, Kolkata – 700 001, P.O.& P.S. Burrabazar,

52. LANSDOWN MEDICALS PRIVATE LIMITED, (PAN: AAACL8776H),

53. SHRADDHA PROPERTIES PRIVATE LIMITED, (PAN: AADCS7082E),

54. DAFFODIL VYAPAR PRIVATE LIMITED, (PAN: AACCD0400E),

55. DEVKRIPA VANIJAYA PRIVATE LIMITED,(PAN: AACCD4722H),

56. ANGIRA SALES PRIVATE LIMITED, (PAN: AAFCA9336B),

57. BHUMI VINIMAY PRIVATE LIMITED, (PAN: AACCB9850C),

58. N K TOWER PRIVATE LIMITED, (PAN: AABCN7588E),

59. ROLCON FINVEST PRIVATE LIMITED, (PAN: AABCR3611C),

60. SRIJAN REALTY PRIVATE LIMITED, (PAN: AAHCS6112K), all existing Companies from 52 to 60 registered under the Companies Act 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin -700020, P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore

61. SITALA INFRADEV PRIVATE LIMITED, (PAN: AANCS8446G),

62. NEELKANTH INFRAREALTY PRIVATE LIMITED, (PAN: AADCN1861G),
63. SHAGUN INFRASELLERS LIMITED, (PAN: AANCS8455P),
64. N K REGANCY PRIVATE LIMITED, (PAN: AACCN2962K),
65. N. K. AGARWAL ESTATESPRIVATE LIMITED, (PAN: AAACN9635P),
66. N K NIKETAN PRIVATE LIMITED, (PAN: AACCN2961L),
67. EKTA VINIMAY PRIVATE LIMITED, (PAN: AABCE3711G),
68. BASUKINATH VINIMAY PRIVATE LIMITED, (PAN: AACCB4717C),
69. ELITE COMMODITIES PRIVATE LIMITED, (PAN: AABCE3069R),
70. SIGMA CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0644M),
71. ZEST RETAILERS PRIVATE LIMITED, (PAN: AAACZ2012L),
72. KAMRUP MARKETING PRIVATE LIMITED, (PAN: AACCK3396G),
73. ZEST COMMERCIAL PRIVATE LIMITED, (PAN: AAACZ2013M),
74. NORTH EAST CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCN9126A),
75. SALASAR DISTRIBUTORS PRIVATE LIMITED, (PAN: AAICS0643N),
76. SHIVAM CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0642P),
77. BALAJI RETAILERS PRIVATE LIMITED, (PAN: AACCB3792K),
78. MURLIDHAR TRADING PRIVATE LIMITED, (PAN: AADCM8779N),
79. EXPRESS COMMODITIES PRIVATE LIMITED, (PAN: AABCE3068Q),
80. N K ABAAS PRIVATE LIMITED, (PAN: AABCN7821Q),
81. ADINATH DEVCON PRIVATE LIMITED, (PAN: AAICA2134Q),
82. EKDANT PROCON PRIVATE LIMITED, (PAN: AACCE3167D),

83. UDAY INFOTECH PRIVATE LIMITED, (PAN: AABCU0640C),
84. AASTHA NIKETAN PRIVATE LIMITED, (PAN: AAFCA7615K),
85. SITALA DEVCON PRIVATE LIMITED, (PAN: AANCS8445F),
86. BHAGWATI INFRAREALTY PRIVATE LIMITED, (PAN: AADCB9832F),
87. BALGOPAL INFRASELLERSS LIMITED, (PAN: AADCB9841J),
88. BADRINATH INFRABUILD PRIVATE LIMITED, (PAN: AADCB9834D),
89. BHOOTNATH INFOTECH PRIVATE LIMITED, (PAN: AADCB6920E),
90. N.K. HIRISE PRIVATE LIMITED, (PAN: AACCN1231D),
91. SHAGUN REALDEV PRIVATE LIMITED, (PAN: AANCS8454N),
92. BHAGWATI INFRASELLERSS PRIVATE LIMITED, (PAN: AADCB9833E),
93. BALGOPAL REALDEV PRIVATE LIMITED, (PAN: AADCB9840K),
94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED, (PAN: AACCT0183E),
95. MAYFAIR VYAPAAR PRIVATE LIMITED, (PAN: AAECM0340C),
96. KAMRUP DISTRIBUTORS PRIVATE LIMITED, (PAN: AACCK3394E),
97. EXPRESS CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCE3066A),
98. SHIVAM RETAILERS PRIVATE LIMITED, (PAN: AAICS0646K),
99. TANVI TOWER PRIVATE LIMITED, (PAN: AACCT5076A),
100. NORTH EAST RETAILERS PRIVATE LIMITED, (PAN: AABCN9125D),
101. ADINATH INFRACON PRIVATE LIMITED, (PAN: AAICA2133K),
102. SALASAR CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0645L),

- 103. KAMRUP COMMERCIAL PRIVATE LIMITED, (PAN: AACCK3395F),**
- 104. EKDANT INFRAPROPERTIES PRIVATE LIMITED, (PAN: AACCE3168N),** 61 to 104 all are existing Companies registered under the Companies Act' 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. & P.S. Bhowanipore.
- 105. UDAY NIWAS PRIVATE LIMITED, (PAN: AAACU8216F),**
- 106. NEW WAYS CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCN9879J),**
- 107. ELITE CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCE3067B),**
- 108. RIDHI SIDHI NIKETAN PRIVATE LIMITED, (PAN: AADCR2855A),**
- 109. TIRUPATI ADVISORY SERVICES PRIVATE LIMITED, (PAN: AACCT0182F),** 105 to 109 all are existing Companies registered under the Companies Act' 1956 having their respective registered offices at 85, Prince Anwar Shah Road, City High Tower - 3, Flat - 14J, South 24 Parganas, Pin - 700 033, P.O. Tollygunge & P.S. Charu Market .
- 110. MANISHA AGARWAL, (PAN: ACSPA5053F)** wife of Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, South 24 Parganas, Pin – 700 026, P.O. & P.S. Tollygunge;
- 111. KIRAN AGARWAL, (PAN: ADAPA1222B)** wife of Shri. Shyam Sunder Agarwal residing at 135G, S.P. Mukherjee Road, Kolkata – 700 026, P.O. & P.S. Tollygunge.
- 112. KYAL RESIDENCY LLP (Formerly known as Kyal Residency Private Limited), (PAN: AARFK0385R),** registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, Kolkata – 700 020, P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore,
- 113. ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), (PAN: ABGFA4583M),**
- 114. AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), (PAN: ABGFA4581K),**
- 115. ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), (PAN: ABGFA4580J),**
- 116. TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited),(PAN: AALFT6823H),**
- 117. ELINA DEALERS LLP (formerly known as Elina Dealers Private Limited), (Pan: AAGFE0567J),**

118. AQUABLUE REALTY LLP (formerly known as Aquablue Realty Private Limited), (PAN: ABGFA4579D), all existing LLP's from 113 to 118 are registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. Lala Lajpat Rai Sarani & P.S. Bhowanipore.

119. SILVERLING REALTY LLP (Formerly known as Silverling Realty Private Limited), (PAN: ADEFS1596G),

120. DUMONT REALTY LLP (Formerly known as Dumont Realty Private Limited), (PAN: AAMFD8009Q),

121. MORVEN REALTY LLP (Formerly known as Morven Realty Private Limited), (PAN: ABDFM8667R),

122. FOXTAIL REALTY LLP (Formerly known as Foxtail Realty Private Limited), (PAN: AAEFF9017G),

123. BHUVI DEALTRADE LLP (Formerly known as Bhuvi Dealtrade Private Limited), (PAN: AAQFB9535R),

124. SILVERBELL REALTY LLP (Formerly known as Silverbell Realty Private Limited), (PAN: ADEFS1602H),

125. DELMON REALTY LLP (Formerly known as Delmon Realty Private Limited), (PAN: AAMFD8063G),

126. SUPERNOVA REALTORS LLP, (PAN: ACYFS6635B),

127. REDMAPLE REALTORS LLP, (PAN: AATFR3959C),

128. WATERTOWN ESTATES LLP, (PAN: AACFW1929N), 119 to 128 all are existing LLPs registered under the Limited Liability Partnership Act' 2008 having their registered office at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. Lala Lajpat Rai Sarani &P.S. Bhowanipore.

129. DANTA CITYHOMES PRIVATE LIMITED, (PAN: AAECD8483B),

130. STHIRA NIRMAN PRIVATE LIMITED, (PAN: AATCS4460L),

131. INESH REALBUILD PRIVATE LIMITED, (PAN: AADCI3865K),

132. PADMESH ESTATES PRIVATE LIMITED, (PAN: AAHCP4374Q),

133. PADMESH SKYSCRAPPER PRIVATE LIMITED, (PAN: AAHCP4622K),

134. TRIMUKH SKYSCRAPER PRIVATE LIMITED, (PAN: AAECT8174B),

135. AKSAKA DEALTRADE PRIVATE LIMITED, (PAN:

- AAMCA5226H),**
- 136. KIRATI HOMES PRIVATE LIMITED, (PAN: AAFCK3550K),**
- 137. ROCANA BUILDERS PRIVATE LIMITED, (PAN: AAGCR8542M),**
- 138. ASLESHA RESIDENCY PRIVATE LIMITED, (PAN: AAMCA5911H),**
- 139. OMANA TRADECOM PRIVATE LIMITED, (PAN: AABCO9711C),** 129 to 139 all are the existing companies registered under the Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, South 24 Parganas, Pin – 700 020, P.O.& P.S. Bhowanipore.
- 140. ANGELICA VINIMAY PRIVATE LIMITED, (PAN: AAJCA9846J)** having its registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012 P.O. & P.S. Bowbazar.
- 141. LILY COMMOTRADE PRIVATE LIMITED, (PAN: AACCL1308F)** having its registered office at 1st Floor, Shop No. 30 & 31, 545/1, G. T. Road (South), Shyam Market, Howrah – 711 101 P.O. & P.S. Shibpur.
- 142. CORNFLOWER ENCLAVE PRIVATE LIMITED, (PAN: AA ECC6075G)** having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001 P.O. & P.S. Burrobazar.
- 143. MAGNOLIA TRADELINK PRIVATE LIMITED, (PAN: AAHCM0527C)** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 P.O. & P.S. Burrobazar.
- 144. CAMERTON PROPERTIES PRIVATE LIMITED, (PAN: AAFCC6660C)** having its registered office at BE - 61, Sector - I, 1st Floor, Salt Lake, North 24 Parganas, Pin – 700 064, P.O. & P.S. Bidhannagar.
- 145. CAMERTON DEVELOPERS PRIVATE LIMITED, (PAN: AAFCC6663B)** having its registered office at BE - 61, 1st Floor, Sector - I, Salt Lake, North 24 Parganas, Pin – 700 064, P.O. & P.S. Bidhannagar.
- 146. YASHOMATI PROPERTIES PRIVATE LIMITED, (PAN: AAACY5109M)** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 P.O. & P.S. Burrobazar.
- 147. ALPINIACOMMOTRADE PRIVATE LIMITED, (PAN: AAJCA9845M)** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Shop No. 3, Kolkata – 700 001 P.O. & P.S. Burrobazar.

- 148. POPPY TRADELINK PRIVATE LIMITED, (PAN: AAGCP8205K)** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 P.O. & P.S. Burrobazar.
- 149. GLADIOLUS BUILDERS PRIVATE LIMITED, (PAN: AAFCG6194D)** having its registered office at BE - 61, 1ST Floor, Salt Lake, Sector – I, Kolkata – 700 064, P.O. & P.S. Bidhannagar.
- 150. DELPHINIUM PROJECTS PRIVATE LIMITED, (PAN: AAECD1075B)** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Kolkata – 700 001 P.O. & P.S. Burrobazar.
- 151. PERIWINKLE SELLERS PRIVATE LIMITED, (PAN: AAGCP4038A)** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 P.O. & P.S. Burrobazar
- 152. FREESIA VENTURES PRIVATE LIMITED, (PAN: AABCF8877A)** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 Kolkata - 700 001 P.O. & P.S. Burrobazar.
- 153. KALAYOGI ENCLAVE PRIVATE LIMITED, (PAN: AAFCK3943A)** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No.3, Kolkata - 700 012 P.O. & P.S. Bowbazar.
- 154. DEVPUJANINFRATECH PRIVATE LIMITED, (PAN: AAECD4403D)** having its registered office at 14, Netaji Subhash Road, Kolkata – 700 001, P.O. Burrabazar, P.S. Hare Street.
- 155. TORONADONIWAS PRIVATE LIMITED, (PAN: AAECT7178H)** having its registered office at 53/4, P.N. Middy Road, North 24 Parganas, Pin – 700 056, P.O. Belghoria, P.S. Nimta.
- 156. RICARDIA VINCOM PRIVATE LIMITED, (PAN: AAGCR3671K)** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Kolkata – 700 012 P.O. & P.S. Bowbazar.
- 157. ASLESHA VINIMAY PVT. LTD., PAN: AAMCA5912E** an existing Company registered under the Provisions of the Companies Act’ 1956 having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S. Bhowanipore,**
- 158. NIRNIDHI TRADELINK PVT. LTD., PAN: AACCN3085H** an existing Company registered under the Provisions of the Companies Act’ 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O. Burrabazar, P.S. Hare Street,;**

159. PARVATI TRADELINK PVT. LTD., PAN: AAFCP2898F an existing Company registered under the Provisions of the Companies Act' 1956,;

160. MINI MORE, PAN AFBPM2283F, wife of Mr. Abinash More, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O.** Ballygunj **P.S.** Karaya;

161. ANCHOR MERCHANTS PVT. LTD., PAN: AAICA1307P an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street,;

162. NILAMBAR COMMERCE PVT. LTD., PAN: AADNC1539M an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street,;

163. RAJENDRA PRASAD AGARWALA, PAN ACJPA0807G son of Late Shri. Ram Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O.** Ballygunj **P.S.** Karaya;

164. ABINASH MORE, PAN AEAPM8458A son of Shri. Rajendra Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019 **P.O.** Ballygunj **P.S.** Karaya;

165. CHOWDHURY COMMERCIAL PVT. LTD., PAN: AABCC3980D an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Kolkata – 700 001 **P.O.** Burrabazar **P.S.** Hare Street,;

166. DURVISH BARTER PVT. LTD., PAN: AAECD3388B an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore;

167. DHANPRAYOG TRADECOM PVT. LTD., PAN: AAECD3487F an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020 **P.O. & P.S.** Bhowanipore,;

168. MEGHA AGARWALA, PAN ASQPS3627M wife of Shri. Piyush Agarwala, residing at 6A, Iron Side Road, Kolkata – 700 019 **P.O.** Ballygunj **P.S.** Karaya;

All 1 to 168 being represented by their constituted attorney **SOUTH WINDS PROJECTS LLP, (PAN ABJFS2172D)**, a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, **P.O. Bhawanipore, PS Bhawanipore**, PIN 700 020, represented by its

	authorized signatory _____ s/o _____, by faith _____, by occupation _____, residing at _____, West Bengal, Pin- _____ (PAN _____) duly authorized by the partners of the LLP in terms of the authority letter, dated _____,
Particulars of Developer	SOUTH WINDS PROJECTS LLP, (PAN ABJFS2172D) , a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. Bhawanipore , PS Bhawanipore , PIN 700 020, represented by its authorized signatory _____ s/o _____, by faith _____, by occupation _____, residing at _____, West Bengal, Pin- _____ (PAN _____) duly authorized by the partners of the LLP in terms of the authority letter, dated _____,
Particulars of Purchaser	_____, (PAN _____), (Aadhar no. _____), son of _____, by faith Hindu, by occupation _____ and _____, (PAN _____), (Aadhar no. _____), son/wife/daughter of _____, by faith Hindu, by occupation _____ and both residing at P.O. _____, P.S. _____, Pin Code _____.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of Rs. _____ /- (Rupees _____) only being the full consideration payable under these presents for the Said Apartment.

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

Executed and Delivered by the

Owner in the presence of :

1.

2.

Executed and Delivered by the
Developer in the presence of :

1.

2.

Executed and Delivered by the
Purchaser in the presence of:

1.

2.