## **CONVEYANCE**

THIS INDENTURE is executed at the place and date as specified in the SEVENTH SCHEDULE below by and between the persons, whose names and addresses are also specified respectively in the said SEVENTH SCHEDULE below as "OWNER", "DEVELOPER" and the "PURCHASER" respectively of the FIRST, SECOND and THIRD PART.

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

#### **BACKGROUND:**

- A. The Owners are the absolute and lawful owner of the Said Land, (as defined in clause "J" below) more fully described in the **Part I** of the **FIRST SCHEDULE** hereto, which was purchased by the Owners from time to time in the name of several companies as per the particulars of title deeds of the Said Land details of which are given in the **SECOND SCHEDULE** hereto.
- B. The Developer entered into an agreement dated the 2<sup>nd</sup> day of July, 2013 (the "FIRST AGREEMENT") with the owners from serial number 1 to 109 of the above mentioned Owners for developing and/or constructing a building complex on the land, morefully described therein, for the consideration and on the terms and conditions contained therein;
- C. By another Agreement dated the 9<sup>th</sup> day of March, 2016 (the "SECOND AGREEMENT") between the Developer and the owners from serial no. 1 to 112 of the above mentioned Owners some amendments were made in the First Agreement whereby the area of the land agreed to be developed was revised (the "LAND I") for the consideration and on the terms and conditions contained therein.
- D. Land I as aforesaid, (as also Land II and Future Development Land, (both as defined below) and also any further parcels of land, as and when purchased, (the "ADDED AREA") are intended to be developed by construction of an integrated building complex to be known as "SOUTHWINDS" to be constructed in several phases (the "PROJECT/COMPLEX") mainly comprising of residential apartments in several buildings as also commercial units, all in one building, and also consisting of other spaces and common areas.
- E. The Developer, after having obtained the sanctioned plan from Rajpur-Sonarpur Municipality vide plan no. 155/Rev/CB/23/38 dated 03/10/2016 (the "SAID PLAN") took up construction of the building in which the commercial units of the Project/Complex ("COMMERCIAL PHASE") have been built, on the land earmarked for the building of the said Commercial Phase, details of which land is mentioned in PART II of the FIRST SCHEDULE hereunder written, (the "COMMERCIAL PHASE LAND") and offered for sale units in the said Commercial Phase to intending allottees as per the general terms and conditions

registered in the office of DSR IV in Book No. 1 CD Volume No. 27, Pages 1415 to 1476 being no. 04974 for the year 2013 and supplementary general terms and conditions registered in the office of DSR IV in Book No. IV CD Volume No. 1604-2015, Pages 6812 to 6827 being no. 160400720 for the year 2015 (collectively the "GTC"). The intending allottees/purchasers of the units in the building of the Commercial Phase have also been informed of the future development to be carried at the other Phases in the Project/Complex and have been further informed that the ultimate Shared Common Area (as defined below) of the Project/Complex will at all time be shared/used by/amongst all flat/unit owners/ purchasers of the Project/Complex.

- F. The common areas of the Project/Complex, inter alia, are and/or will have amenities and facilities, which will be situated in various phases of construction of the Project/Complex (and/or on the Added Areas, if any) are and which will be earmarked and/or meant to be used in common by occupants of the various units (of all types) within the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project /Complex. (collectively the "COMPLEX COMMON AREAS") . All common areas of the building in the Commercial Phase having been now constructed on the Commercial Phase Land, is, however, meant and/or earmarked only for the exclusive use of the occupants of the units of the building in the Commercial Phase, details of which are given in Part - I of the THIRD SCHEDULE hereunder written (the "EXCLUSIVE COMMON **AREAS**"). Apart from the Exclusive Common Areas, the occupants of the units in the building of the Commercial Phase constructed on the said Commercial Phase Land, are and will also be entitled to use and enjoy some of the other specified facilities and amenities of the Complex Common Area, as and when available for use, details of which are given in Part - II of the THIRD SCHEDULE hereunder written (the "SHARED COMMON AREAS")
- G. The Owners from serial number 113 to 156 of the above mentioned Owners purchased another parcel of land measuring 397.12 Decimal ("LAND II") which was added to Land I already purchased and thereafter an Agreement dated 15.03.2017 was entered into for development of the Land I and Land II for the consideration and on the terms and conditions mentioned therein (the "THIRD AGREEMENT"). The Third Agreement was registered in the office of ARA I in book no. I, Volume 1901-2018 pages 14532 to 14993 being no. 190100257 of 2018.

- H. The owners from serial no. 1 to 156 have executed several Power of Attorneys which were registered in the office of ARA III respectively in book no. IV Volume 1903-2018 pages 37940 to 38011 being no. 190301218 of 2018 dated 23<sup>rd</sup> February, 2018, book no. IV Volume 1903-2018 pages 44276 to 44361 being no. 190301219 of 2018 dated 23<sup>rd</sup> 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 7<sup>th</sup> March, 2018 and book no. IV Volume 1903-2018 pages 41886 to 41948 being no. 190301369 of 2018 dated 7th March, 2018 in favour of the Developer enabling it to undertake all the obligations set out in the above referred Third Agreement including but not limited to development and sale of the buildings consisting of apartments/flats ("Units") 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 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.
- I. The owners from serial no. 1 to 156 of the abovementioned 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 20.23 Decimals of land from the above Land II to WBSEB and various others..
- J. The Developer, thereafter, during the course of construction and development of the Project/Complex agreed to add additional parcels of land measuring more or less 158.06 Decimals, which land is situated in the adjoining area and is shown in Plan annexed hereto and marked in ANNEXURE A and is delineated in colour "GREEN" thereon (the "FUTURE DEVELOPMENT LAND") and the owners of the said Future Development Land being owners from serial Nos. 157 to 168 (along with other co-owners) have agreed with the Developer for including the Future Development Land to Land-I, and Land-II. The formal Joint Development Agreement for such inclusion of the Future Development Land within Land-I, and Land-II shall be executed and registered

shortly. The said addition of Future Development Land has increased the present area of the land under development (being Land-I , Land-II and the Future Development Land) and the revised area has become more or less 1606.9387 decimals which revised area of land under development is morefully described in PART I of the FIRST SCHEDULE hereunder written (the "SAID LAND") The Purchaser has no objection to such increase in the area of the Land-I and Land-II by the addition of the Future Development Land. The Purchaser further agrees to allow and hereby gives consent to the Developer for modification of the Said Plan and/or new sanctioned plan, as the case may be, to incorporate and/or include such Future Development Land already purchased within the area of the Land I and Land II and/or the constructions to be made thereon. The Purchaser also has no objection to the consequent change in the percentage of undivided interest of the Purchaser in the Shared Common Areas and also to the Exclusive Common Areas and other facilities appertaining to the units in the Commercial Phase built on the Commercial Phase Land and the Purchaser has also no objection and hereby gives his unequivocal and unconditional consent to the Developer for making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment Ownership Rules, 1974, and/or otherwise) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required

- **K.** The Developer has taken up/will take up the construction and development of other phases of the Project/Complex on the Said Land and/or the Added Areas, as the case maybe, in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.

- M. The Purchaser has made payment of the Total Price and/or all other payments in terms of the said Agreement For Sale.
- N. The Developer has since completed the construction of the said building of the said Commercial Phase including the commercial units comprised therein and/or the Said Unit and also Exclusive Common Areas of the said building of the said Commercial Phase (as also the portions of the Complex Common Areas required for beneficial use and enjoyment of the said Commercial Phase) and has obtained the completion certificate of the said Commercial Phase of the Project/Complex from the authorities and have called upon the Purchaser herein to take possession of the Said Unit and also to complete the transfer/conveyance of their Said Unit together with the rights and properties appurtenant thereto and/or together with pro rata share in the common areas of the Complex, which common areas is defined in PART-I- and PART-II- of the THIRD SCHEDULE hereunder written (the "EXCLUSIVE COMMON AREAS" respectively)
- O. The Purchaser of the Said Unit has since paid all dues relating to the Said Unit in terms of the said Agreement For Sale and will take possession of the Said Unit from the Developer and pursuant thereto the Purchaser is in possession of the Said Unit.
- P. Pending the conveyance of the Said Unit by the Sellers in favour of the Purchaser and as required upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017, (the "SAID ACT") and the West Bengal Housing Industry Regulation Rules, 2018, (the "SAID RULES") the Sellers have registered the Commercial Phase under the provisions of the Said Act and/or the Said Rules under registration no. \_\_\_\_\_\_.
- Q. In pursuance of the aforesaid and by these presents the Said Unit along with the rights appurtenant thereto and/or together with right to use pro rata share in the common areas of the Complex, which common areas is defined in PART-I- and PART-II- of the THIRD SCHEDULE hereunder written (the "EXCLUSIVE COMMON AREAS" and "SHARED COMMON AREAS" respectively) is being conveyed and/or transferred by the Sellers to the Purchaser.

- R. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owner in the Said Land, the Said Plan, the construction made by Developer, all background papers, the right of the Sellers to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- S. The Purchaser has understood and has accepted the under mentioned scheme of the development of the Project/Complex.
  - a. **Development of Project/Complex:-** The Sellers are developing and/or proposing to develop in due course, the entirety of the Said Land, comprising the Commercial Phase, as also other phases of the Project/Complex which are adjacent to the Project Land and/or the Complex/Project and also Added Area, if so purchased and added to the Project/Complex.
  - b. **Extent Of Rights:** The rights of the Purchaser is limited to the ownership of the Said Unit and the rights appurtenant and attributable to the Said Unit. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
  - c. Complex Common Areas (comprised within the Project) subject to change: The Complex Common Areas which are comprised or to be comprised within the Project/Complex and/or in other phases and/or portions of the Project/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 Project/Complex and/or Added Areas which may be added to the Project/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 Complex Common Areas comprised within the Project/Complex or to be comprised in other portions of the Said Land and/or the Project/Complex and / or the Added Areas.
  - d. Exclusive User Rights in Exclusive Common Areas: The Purchaser shall have Exclusive User Rights in common with the occupants of the units within the building of the Commercial Phase in the Exclusive Common Areas to the extent required for beneficial use and enjoyment of the Said Unit 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 Exclusive Common Area.
  - e. Only User Rights in Common Areas:- The Purchaser shall only have User

- Rights in the Complex Common Areas comprised within the Project/Complex as and when available for use and enjoyment to the extent required for beneficial use and enjoyment of the Said Unit 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 Complex Common Area.
- f. **Satisfaction of title:** The Purchaser is fully satisfied about the Title of the Owner, right and entitlement of the Developer in the Said Land, the Said Plan all background papers, the right of the Owner and Developer to grant this conveyance, the scheme of the development described above and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- g. **Development of Added Area:** Notwithstanding anything contained in this conveyance, the Purchaser shall have no objection and shall be deemed to have granted unconditional approval to the Developer for: (1) integrating or adding Added Area in future and / or land or buildings to the Project/Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Complex Common Areas, (3) modifying the Said Plan, as may be necessary in this regard and (4) granting to the other allottes of the apartment/units of other phases of the Project/Complex or to the allottes of flats/units of buildings in Added Areas, as the case may be, all forms of rights to use the Complex Common Areas to the extent required by the Purchaser for beneficial enjoyment of the said unit.

## 1. NOW THIS INDENTURE WITNESSETH THAT:

1.1 In pursuance of the said Agreement For Sale AND in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the FIFTH SCHEDULE herein (the receipt whereof the Developer do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser ALL THAT the Said Unit (along with rights appurtenant thereto) as more fully described in the PART I of the FOURTH SCHEDULE hereunder written (hereinbefore as also hereinafter referred to as the "SAID UNIT") along with the right to use undivided proportionate share in the Exclusive

Common Areas (both open and covered) as per details given in PART – I of the THIRD SCHEDULE and Shared Common Areas in Part II of the THIRD SCHEDULE hereunder written, in common (to the extent required for beneficial use and enjoyment of the Said Unit) with the other occupants and maintenance staff etc. only of the building in which the Said Unit is situated (without causing any inconvenience or hindrance to them) and, of the Project/Complex (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Sellers to the Purchaser along with the exclusive right to use the undivided proportionate share as also the right to use the Complex Common Areas to the extent required for beneficial use and enjoyment of the Said Unit, morefully described in the PART II of the FOURTH SCHEDULE hereunder written (collectively the "COMMON AREA SHARE AND USER RIGHTS") TO HAVE **AND TO HOLD** the same (hereinafter collectively referred to as the "SAID" UNIT AND THE RIGHTS APPURTENANT THERETO") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof AND the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit And The Rights Appurtenant Thereto AND all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Sellers into or upon the Said Unit And The Rights Appurtenant Thereto SUBJECT TO the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land AND **SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit And The Rights Appurtenant Thereto wholly and/or proportionately, as the case maybe, AND EXCEPTING the exceptions and reservations of the Developer as per details given in the SIXTH SCHEDULE written hereunder AND PROVIDED ALWAYS **THAT** the undivided proportionate share in the Exclusive Common Areas and also in the Shared Common Areas, as the case may be, and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Seller with the Said Unit even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

#### 2. Purchaser's Covenants:

The Purchaser 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 Project/Complex and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building of the Commercial Phase 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 Unit and also to the nature, scope and extent of benefit or interest in the Project/Complex and/or in the common areas.
- **2.2 User**: The Purchaser shall use the Said Unit only for the purpose of business and/or for commercial purposes and for no other purpose whatsoever. The mode and manner of apportionment of maintenance expenses of the Exclusive Common Areas and/or the Shared Common Areas and/or the Complex Common Areas, as the case may be, to the extent attributable to the Said Unit amongst the co-owners (including the Purchaser) will be decided by the Developer and/or the Association ,as the case maybe. 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 wholly or partly, as the case may be, shall be made to the Developer or the Association, as the case maybe, and payment of the maintenance expenses in the manner so decided by the Developer or the Association, as the case may be, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses the Developer, till such time it maintains such Common Areas or the Association, when formed will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Purchaser.

#### 2.3 The Purchaser shall:

- **2.3.1** Payment of Rates and Taxes: On and from the "Deemed Date of Possession" of the Said Unit, (i.e. the date as may be so decided by the Developer and notified as such to all the Purchasers including to the Purchaser) pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit in the 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.
- **2.3.2** Colour Scheme / Modifications: Not change/modify / alter the external façade (on all sides) of the Said Unit 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 Unit which are part of

- the exterior elevation and/or part of the exterior colour scheme of the building(s).
- **2.3.3** Good Order and Condition: Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- **2.3.4** 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 Unit without causing any inconvenience to the other owners/occupiers of the Project and/or the Phase 2.
- **2.3.5 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.
- **2.3.6** Use service areas located within the Project/Complex, such as parking spaces (if any allotted), electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. in the manner intended to be used and not otherwise.;
- 2.3.7 That the Purchaser shall abide by and observe at all times the regulations framed by the Seller and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
- **2.3.8** co-operate with the other Co-Buyers and Co-Occupiers of the Project/Complex, the Sellers and/or the Association, as the case may be, in the management and maintenance of the Said Unit, the buildings within the Project and abide by the directions and decisions of the Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Unit, the buildings and/or the Project/Complex;
- 2.3.9 be solely responsible to maintain the Said Unit at his 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 Unit, 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 Unit and keep the Said Unit, 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;
- **2.3.10** pay to the Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Developer or the Association, as the case maybe, his share of 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 Unit is situated;
- **2.3.11** 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 Developer and other Co-Buyers and/or Co-Occupiers of the Project/Complex;
- **2.3.12** carry out any repair or interior or any other works in the Said Unit 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 Project/Complex;
- 2.3.13 draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Co-Buyers and/or Co-Occupiers of the Project/Complex/Commercial Phase. The main electric meter shall be installed only at the common meter space in the building or Project/Complex, 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 Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Developer or the Association, as the case may be;
- **2.3.14** immediately notify the Developer or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- **2.3.15** remain fully responsible for all the employees of the Purchaser employed by the Purchaser;
- **2.3.16** That the Purchaser agrees that all the facilities and amenities including but not limited to Swimming Pool within the Project/Complex will be a facility for enjoyment of the owners of residential apartments only and will be used as per the Rules and Regulations framed from time to time.
- 2.3.17 That the Purchaser shall pay to the Seller or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Complex, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Said Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Said Unit;
- **2.3.18** That the Purchaser shall pay all expenses regarding transfer of the Complex Common Areas to the Association, including but not limited to stamp duty and registration costs, if any.

#### 2.4 The Purchaser shall not:

- **2.4.1** ask the Developer to undertake any repair or rectification work in the Said Unit.
- **2.4.2** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project and/or in the Commercial Phase after the execution of these presents.
- **2.4.3** do allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.
- 2.4.4 store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit 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 said building, including entrances of the said building and in case any damage is caused to the said building or the Said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;
- **2.4.5** use or permit the user of, any portion of the Said Unit, for any illegal or immoral activities.
- **2.4.6** accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Unit, other than the area earmarked for such purposes.
- **2.4.7** 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.
- **2.4.8** do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Unit is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Unit.
- **2.4.9 n**either 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 Project and/or in the Complex and/or in the Common Areas within the Project and/or other Common Areas of the Complex save and except the Said Unit.
- **2.4.10** object to the construction of the Complex in phases and/or rights of the Developer to include and develop within and as a part of the Complex additional land and/or added areas 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 Project.

- **2.4.11** 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 Unit or on the outside wall of the Buildings so as to be visible from outside the Said Unit. 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.
- **2.4.12** 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.
- **2.4.13** put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
- 2.4.14 remove any wall, including the outer and load bearing wall of the Said Unit;
- 2.4.15 demolish or cause to be demolished the Said Unit 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 Said Unit or any part thereof, nor make any alteration in the elevation of the building in which the Said Unit 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 Said Unit without the prior written permission of the Developer and/or the Association
- **2.4.16** 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- **2.4.17** sub-divide the Said Unit and/or any part or portion thereof;
- **2.4.18** close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
- **2.4.19** do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Unit;
- **2.4.20** install grills/collapsible gates, the design of which has not been suggested and/or approved by the Developer or the Association 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;
- **2.4.21** build, erect or put upon the Common Areas any item of any nature whatsoever:
- **2.4.22** obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Project in any manner;

- 2.4.23 use the Said Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project/Complex;
- **2.4.24** make or permit any disturbing noises in the Said Unit by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
- 2.4.25 keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or 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;
- **2.4.26** park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space 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 Project;
- **2.4.27** misuse or permit to be misused the water supply to the Said Unit;
- **2.4.28** change/alter/modify the name of the building and the Project from that mentioned herein;
- **2.4.29** use the name/mark of the Developer 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 Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
- **2.4.30** carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the garage or parking space, if any, and the Common Areas:
- **2.4.31** 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;
- **2.4.32** install or keep or run any generator in the Said Unit and the garage, if any;
- **2.4.33** smoke in public places inside the Project 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;
- **2.4.34** pluck flowers or stems from the gardens or plants;
- **2.4.35** throw or allow to be thrown litter on the grass planted within the Project;
- **2.4.36** trespass or allow to be trespassed over lawns and green plants within the Project;

- **2.4.37** overload the passenger lifts and shall move goods only through the staircase of the building;
- **2.4.38** use the elevators in case of fire;
- **2.4.39** fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Developer and/or the Association, as the case may be;
- **2.4.40** refuse or neglect to carry out any work directed to be executed in the building or in the Said Unit after Purchaser had taken possession thereof, by a competent authority, or require or hold the Developer liable for execution of such works;
- **2.4.41** generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
- **2.4.42** install any window air-conditioning units anywhere in the Said Unit and not to change the manner of installation of air-conditioners in the Said Unit (if any) and in such areas where air-conditioners are not installed by the Developer to install air-conditioners only in designated areas as approved by Developer.

#### 3. Owner's Covenants:

- a. The Owner doth hereby confirm that the Owner shall transfer and/or convey, absolutely and forever, the Complex Common Areas including the Exclusive Common Areas and the Shared Common Areas, as the case may be, as mentioned in **Part I and Part II** of the **Third Schedule**, hereunder written, to the Association, as and when so required at the costs and expenses of the Developer or the Association or collectively the Purchasers of the various flats/units of all types within the buildings of the Project/Complex (including the Purchaser herein) on the Said Land and/or including the Added Areas, as the case may be.
- b. The Owner doth hereby covenant that the Owner in future, shall, as and when required execute such documents that may be required for perfecting and bettering the title of the Said Unit and/or the Common Areas, as the case maybe.

## 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 Unit or more effectually confirming the transfer of the Complex Common Areas including the Exclusive Common Areas and the Shared Common Areas, as the case may be, as mentioned in **Part I and Part II** of the **Third Schedule**, hereunder written, to the Association, as and when so required at the costs and expenses of the Developer or the Association or collectively the Purchasers of the various flats/units of all types within the buildings of the Project/Complex (including the Purchaser herein) on the Said Land and/or including the Added Areas, as the case may be, which is attributable to the Said Unit of the Purchaser.
- b. It is clarified that the Sellers shall hand over the Complex Common Areas to the association of allottees after duly obtaining the completion certificate (or such other certificate by whatever name called is issued by the competent authority) of the Project/Complex from the competent authority as provided in the Act.
- c. 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 and/or Added Area, as the case maybe, in its custody and should 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.
- d. While handing over such documents, etc to the Association, the Developer will also handover all relevant documents of the Project/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 Association.

## 5. 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)

<u>ALL THAT</u> 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 1271, 1272 to 1299, 1300 to 1336, 1337 to 1348, 1371, 1412, 1413, 1483, 2138 to 2158, 2204 to 2213, 2215, 2218, 2219, 2448 to 2458, 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.

R.S. Plot No.	Area (in Decimal)
304	44
305	15
478	10
481	136
482	6
483	2.53
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
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
522	11
523	62
L	·

524	20
525	18.36
526	12
528	13
530	3
535	3
536	1
477	6.7
483	8
Total	1606.9387

## **PART-II**

## (COMMERCIAL PHASE LAND)

<u>ALL THAT</u> one Block comprising of commercial units in land admeasuring 70.13 decimal, more or less, comprised in R.S. & L.R. Dag nos. 304, 305, 493(P) and 496(P) 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 No. 303(P) & 306(P).

On the South: Land under R.S. & L.R. Dag Nos. 494(P) and 496(P).

On the East: Land under R.S. & L.R. Dag Nos. 308, 307, 306, 492.

On the West: Southern E.M. By Pass.

# THE SECOND SCHEDULE ABOVE REFERRED TO

## (Particulars of title)

Details of land held by 168 companies in the said land of 1606.9397 Decimals of Mouza - Manikpur, J.L. No.77

Sl. No.	Deed No.	Year	Purchaser	R.S. & L.R. Dag Nos.	Area Purchased (in decimal)
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
7	3477	2007	Ekta viiimay i vt. Etd.	519	4
5	3523	2007	Tirupati Advisory Services	512	9
	3323	2007	Pvt.Ltd.	516	1
6	3495	2007	Express Commodities Pvt.	510	8
U	3493	2007	Ltd.	573	2
7	3501	2007	Tirupati Consumer Goods Pvt. Ltd.	519	10
8	3525	2007	Kamrup Commercial Pvt.	573	3
0	7302	2018	Ltd.	523	2
9	3516	2007	Salasar Distributors Pvt. Ltd.	511	5
9	3310	2007	Salasai Distributors I vt. Ltd.	574	5
10	3530	2007	Tanvi Tower Pvt. Ltd.	513	10
11	3514	2007	Zest Retailers Pvt. Ltd.	515	10
12	3515	15 2007	007	516	1
12	3313	2007	Uday Niwas Pvt. Ltd.	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
1.0	2406	2007	Kamrup Distributors Pvt.	516	1
16	3496	2007	Ltd.	545	9
17	3498	2007	Basukinath Vinimoy Pvt. Ltd.	546	10
18	3519	2007	Daffodil Vyapaar Pvt. Ltd.	546	10

10	2502	2007	Flite Commentation Det 141	515	8
19	3502	2007	Elite Commodities Pvt. Ltd.	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
28	3329	2007	Silivani Retailers Fvt. Ltd.	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
				516	2
32	1141	2010	Nilkanth Barter Pvt. Ltd.	517	5
				535	3
33	1590	2010	Neelkanth Infrarealty Pvt.	482	6
33	1390	2010	Ltd.	574	4
	1498	2010	Amrayati Margantila Dut	506	3
34	1490	2010	Amravati Mercantile Pvt. Ltd.	486	3
	1588	2010	Liu.	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 Infrapromoters 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	Dogwati Tio up Dut I td	540	5
40	1437	2010	Parvati Tie-up Pvt. Ltd.	483	5
47	1587	2010	Conquest Commercial	305	5
47	1442	2010	Company Pvt. Ltd.	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	Raghuveer 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	Elydont Duo con Dut I td	481	6
57	1397	2010	Ekdant Procon Pvt. Ltd.	487	4
50	1474	2010	Movio A commist	505	7
58	1439	2010	Maya Agarwal	483	3
59	1412	2010	Adinath Devcon Pvt. Ltd.	481	10
	1424	2010		489	3
60			Bhanu Tradelink Pvt.Ltd.	522	6
	1443	2010		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
60	1425	2010	Rameshwar Commotrade	541	6
68	7301	2018	Pvt. Ltd.	523	3
69	1395	2010	Adinath Infracon Pvt. Ltd.	514	10
70	1469	2010	Rameshwar Tradelink Pvt.	501	3
70	1446	2010	Ltd.	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
7.4	1470	2010		501	6
74	1450	2010	Amiya Tie-up Pvt. Ltd.	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	Sadabahar Dealers Pvt. Ltd.	506	10
				540	1
82	1136	2010	Bhanu Tie-up Pvt. Ltd.	506	6
				539	3
83	1121	2010	Bhoothnath 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 Infrapromotors 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 Infrapromoters 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
	8289	2011		520	2.17
109	7202	2019	Kyal Residency Pvt. Ltd.	522	0.75
109	7303	2018	Kyai Kesidelicy Fvt. Ltd.	523	1
	7305	2018		523	2.25
	1697	2011	<u> </u>	502	3
110	7386	2010	Manisha Agarwal	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
			Aquablue Realty LLP.	567	2
113	6823	2014	(Formerly Aquablue Realty	596	2
			Pvt. Ltd.)	597	1

	6821	2014		568	5
			Silverbell RealtyLLP.	567	2
114	6823	2014	(Formerly Silverbell Realty	568	6
			Pvt. Ltd.)	596	2
			Delmon Realty LLP.	567	2
115	6821	2014	(Formerly Delmon Realty	568	5
			Pvt. Ltd.)	599	3
				567	2
116	6927	2014	Angelica RealtyLLP.	568	5
116	6827	2014	(Formerly Angelica Realty Pvt. Ltd.)	595	2
			I vt. Etd.)	596	1
				567	2
117	6827	2014	Silverling Realty LLP. (	595	2
11/			Formerly Silverling Realty Pvt. Ltd.)	596	1
	6837	2014	1 vt. Etd.)	568	5
			Dumont Realty LLP.	567	2
118	6831	2014	(Formerly Dumont Realty Pvt. Ltd.)	568	8
	6831	1 2014	Morven Realty LLP.	567	2
119	0631		(Formerly Morven Realty	568	1
	7305	2018	Pvt. Ltd.)	523	3.75
			Foxtail Realty LLP. (Formerly Foxtail Realty Pvt. Ltd.)	567	2
120	6837	2014		568	5
				596	3
			Bhuvi Dealtrade LLP.	591	5
121	9901	2014	(Formerly Bhuvi Dealtrade Pvt Ltd.)	591	5
122	10666	2014	Trimukh Regency LLP. (Formerly Trimukh Regency Pvt. Ltd.)	592	10
			A ' D 1	592	2.5
123	9990	2014	Arit Dealcom LLP. (Formerly Arit Dealcom Pvt.	592	2.5
123	フフブU	2014	Ltd.)	592	2.5
			Liu.)	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
				567	2
	6949	2014		595	2
126			Lily Commotrade Pvt. Ltd.	596	1
	7270	2014		568	5
	6950	2014		568	5
127			Cornflower Enclave Pvt.	567	2
	6953	2014	Ltd.	596	2
				599	1
				567	2
128	6950	2014	Magnolia Tradelink Pvt.	568	5
			Ltd	599	3
			Cammerton Propoerties Pvt.	567	2
129	6952	2014	Ltd.	568	8
120	40.74	2011	Cammerton Developers Pvt.	567	2
130	6952	2014	Ltd.	568	1
		5953 2014	2014 Yashomati Properties Pvt. Ltd.	567	2
131	6953			568	5
				596	3
		7270 2014	Alpinia Commotrade Pvt. Ltd.	567	2
132	7270			568	5
				596	3
133	9949	2014	Poppy Tradelink Pvt. Ltd.	591	10
134	10669	2014	Gladiolous Builders Pvt. Ltd.	592	10
	10668	2014	Deletini Diri Di	587	1.63
135	9898	2014	Delphinium Projects Pvt.	593	2.89
	7299	2018	Ltd.	523	5.25
136	9897	2014	Periwinkle Promoters Pvt. Ltd.	592	10
137	9899	2014	Freesia Venture Pvt. Ltd.	591	10
120	6137	2014	Donto Citale and Det 141	599	6.61
138	2048	2014	Danta Cityhomes Pvt. Ltd.	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
	6025	2014		567	2
141	6825	2014	Padmesh Estates Pvt. Ltd	596	3
	6829	2014		568	5
				567	2
1.40	<b>6020</b>	2014	Padmesh Skyscrapper Pvt.	568	5
142	6829	2014	Ltd.	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
	10666	2014		592	1.9
146	9990	2014	Akshi Vyapar Pvt. Ltd.	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
	2639	2016		589	2.035
149	7305	2018	Watertown Estates LLP	522	3.75
	4301	2015		593	4.44
150	7300	2018	Kalayogi Enclave Pvt. Ltd.	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
		6 2015	2015 Durvish Burter Pvt. Ltd.	528	3
166	3956			530	3
166				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

## PART - I

## (Exclusive Common Areas)

## **Exclusive Common Areas for Commercial Phase**

- All floor Common Lobbies & Corridors
- Common Staircases & Lifts
- Common Toilets
- All services Shafts & Ducts
- Internal Driveway around Commercial Block
- All Tanks, Reservoirs & Pits
- Open to sky DG space
- All other Rooms & Areas for common services & facilities like Meter/Electrical Room, Store / Utility etc.
- All equipment, machineries & Pipe line installations for common use.

#### (PART II)

## (Shared Common Areas)

## **Shared Common Areas for Commercial Phase**

- Underground Reservoir & Pits of Phase-I
- Pump Room of Phase-I
- Water Treatment Plant in Phase-I
- Sewerage Treatment Plant

## THE FOURTH SCHEDULE ABOVE REFERRED TO

(Part-I)

## (Said Unit)

<u>ALL THAT</u> the commercial unit situated within the Commercial Phase of the Project/Complex and delineated on the Plan 'B' annexed hereto and marked as ANNEXURE -B bordered in colour "<u>YELLOW</u>" thereon <u>TOGETHER WITH</u> the right to use car parking space(s), if any, as per details given herein below;

i)	building No:	
ii)	Unit No.:	
iii)	Carpet Area sq ft more or less and Super Built Up Area	sq ft
	more or less.	
iv)	No(s) of Open car parking space (135 sq ft. each more or less).	

## (Part II)

## (Common Area Share And User Right)

**ALL THAT** the undivided proportionate share as also the right to use the Exclusive Common Areas and the Shared Common Areas (morefully described respectively in **Part - I and Part - II** of the **Third Schedule** herein above) along with the other occupants and maintenance staff. etc of the building/block/Commercial Phase to the extent required for the beneficial use and enjoyment of the Said Unit, without causing any inconvenience or hindrance to them.

#### THE FIFTH SCHEDULE ABOVE REFERRED TO

#### (Consideration)

Rs/-	· (Rupees	)
only for the Said Unit And T	The Properties Appurtenant T	nereto, paid by the Purchaser
to the Developer in full and	final satisfaction and the Con	npany doth hereby admit and
acknowledge the same.		

#### THE SIXTH SCHEDULE ABOVE REFERRED TO

## (Exceptions and Reservations of Developer)

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

- 1. The Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the Complex not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.
- 2. The Developer shall be entitled to link the Said Land with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the Said Land whether by acquiring in their names and/or in the names of any group company /associate/ sister concern/nominee the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Complex and the Added Areas as the Developer may from time to lime deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Said Land and Complex with Added Areas:
  - a. to amalgamate or merge the Added Areas/Future Development Area or any part thereof with the Said Land and/or the Complex in such manner and to such extent as be deemed fit and proper by the Developer,

- b. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Land for any sanction, construction, use and enjoyment of the Added Areas/Future Development Area or any constructions and developments thereon;
- c. to cause or allow building plans for constructions at the Added Areas/Future Development Area to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Said Land -
- d. to utilize any additional constructed area that may be allowed or sanctioned in the Said Land and/or the new buildings or Complex thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas/Future Development Area;
- e. to combine and/or connect the Complex and the Added Areas/ Future Development Area or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility {including the Common Areas and Installations) between the occupants of the Complex and the Added Areas/ Future Development Area in such manner and to such extent as the Developer may deem fit and proper.
- 3. The Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the buildings or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Developer in its sole discretion, may think fit and proper and lo appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Developer. The developer shall not be liable to maintenance charges to the Unit Holders and/ or the Association for the same.
- 4. For or relating to any such constructions, addition or alterations, the Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Said Land viz lift, generator, water electricity, sewerage, drainage, etc. thereto as he deemed to be expedient to make such area and constructions tenantable.
- 5. The Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of ,any unit or units (other than the Said Unit) Parking Space or other areas/spaces (in the Project and/or in the Complex and/or on the added areas, as the case may be and to the extent as may be permitted under the relevant law(s) ) to any other user or occupancy group as the Developer may deem fit and proper and as may be so permitted under the relevant law(s) and to own use enjoy sell and/or transfer the same as such without any further reference to the Purchaser or to the Association upon its formation, as the case may be.

- 6. The purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the Building plan modified and/or altered for construction reconstruction addition and/or alteration of or to the complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any built other than the designate Unit Provided that in case by such modification alteration and/or sanction the location or built up area of the designated unit is likely to be affected then the Developer shall take a consent in writing from the purchaser for such modification alteration and/or sanction.
- 7. The purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under clause 1 to 7 and their subclasses hereinabove (as applicable) and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer.

## SEVENTH SCHEDULE ABOVE REFERRED TO

Place of Execution	Kolkata
Date	day of, 2018.
Particulars of Owner	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. RAGHUVEER 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: AACCJ2739E,
- 12. BHANU TIE-UP PRIVATE LIMITED, PAN: AADCB9609E,
- 13. MURARI TIE-UP PRIVATE LIMITED, PAN: AAGCM3086R,
- 14. 14. AKRUTI COMMOTRADE PRIVATE LIMITED, PAN: AAICA1421E all the existing companies registered under the Companies Act' 1956 & 2013 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata 700 020, **P.O. & P.S.** Bhowanipore.
- 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 a 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, 8<sup>th</sup> Floor, Kolkata 700 019, **P.O. &**

- P.S. Ballygunge;
- **20. BIJAY** KUMAR AGARWALA, PAN: ACLPA2172Q, son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8<sup>th</sup> Floor, Kolkata 700 019, P.O. & P.S Ballygunge;
- **21. SMITA MORE, PAN: AJPPS3784D,** Wife of Shri. Ashish More residing at 18A, Mayfair Road, Kolkata 700 019, **P.O.** Ballyguni **P.S.** Karaya.
- **22. ASHISH MORE, PAN: AFNPM4609M,** son of Shri. 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 & 2013 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani, 3<sup>rd</sup> 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 & 2013 having its registered office at 135A, B R B Basu Road, 2<sup>nd</sup> Floor, 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 & 2013 having its registered office at P-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 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1<sup>st</sup> 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 & 2013 having its registered office at 135A, B R B Basu Road, 2<sup>nd</sup> 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 & 2013 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 & 2013 having its registered office at 135A, B R B Basu Road, 2<sup>nd</sup> 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 & 2013 having its registered office at 84/A, Chittaranjan Avenue, 1<sup>st</sup> Floor, Kolkata 700 012, **P.O. & P.S.** Burrabazar;
- 31. **LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED, PAN: AABCL1142N,** an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 78, Bentinck Street, 2<sup>nd</sup> Floor, Room No. 5B, Kolkata 700 001, **P.O.** G.P.O. **P.S.** Burrabazar;
- **32. JHILMIL CONSULTANT PRIVATE LIMITED, PAN: AABCJ6814F,** an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2<sup>nd</sup> 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, 2<sup>nd</sup> Floor, Room No. 5B, Kolkata 700 001, **P.O.** G.P.O. **P.S.** Burrabazar;
- **34. CHARULATA TRADELINK PRIVATE LIMITED, PAN: AADCC8331Q,** an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-12, New Howrah Bridge Approach Road, 1<sup>st</sup> 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 & 2013 having its registered office at P 12, New Howrah Bridge Approach Road, 3<sup>rd</sup> Floor, Kolkata 700 001, **P.O. & P.S.** Burrabazar;

- **36. AMIYA TIE UP PRIVATE LIMITED, PAN: AAICA1423G,** an existing Company registered under the Companies Act' 1956 & 2013 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 & 2013 having its registered office at 545/1, G. T. Road (South), 1<sup>st</sup> Floor, Room No. 30 & 31, Shyam Market, Howrah 711 101, **P.O. & P.S.** Shibpur;
- **38. SADABAHAR DEALER PRIVATE LIMITED, PAN: AAJCS9178F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B R B Basu Road, 2<sup>nd</sup> 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 & 2013 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 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1<sup>st</sup> 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 & 2013 having its registered office at 1<sup>st</sup> Floor, 545/1, G.T. Road (South), Shyam Market, Howrah 711 101, **P.O. & P.S.** Shibpur;
- **42. JAGADHATRI VYAPAAR PRIVATE LIMITED, PAN: AABCJ6815E,** an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin 700 027, **P.O. & P.S.** Alipore;
- **43. AKASHGANGA TIE UP PRIVATE LIMITED, PAN: AAICA1368A** an existing Company registered under the Companies Act' 1956 & 2013 having its

- registered offices at P-12 New Howrah Bridge Approach, Kolkata 700 001, **P.O. & P.S.** Burrabazar;
- **44. SUMANGAL DEALTRADE PRIVATE LIMITED, PAN: AANCS7058J,** an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B Basu Road, 2<sup>nd</sup> 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 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2<sup>nd</sup> 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 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2<sup>nd</sup> 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 & 2013 having its registered office at 135A, B.R.B. Basu Road, 2<sup>nd</sup> 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 & 2013 having its registered office at 135A, B.R.B. Basu Road, 2<sup>nd</sup> Floor, Kolkata 700 001, **P.O.** Khengrapatty & **P.S.** Hare Street.
- 49. CONQUEST COMMERCIAL CO PRIVATE LIMITED, PAN: AABCC0163C,
- 50. MATRIBHUMI DEALERS PRIVATE LIMITED, PAN: AAECM5410D,
- **51. RUKMANI INTERNATIONAL PRIVATE LIMITED, PAN: AABCR5550Q,** all 49 to 51 being existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 14, Netaji Subhas Road, 1<sup>st</sup> Floor, 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,
- 61. SITALA INFRADEV PRIVATE LIMITED, PAN: AANCS8446G,
- 62. NEELKANTH INFRAREALTY PRIVATE LIMITED, PAN: AADCN1861G,
- 63. SHAGUN INFRAPROMOTERS PRIVATE LIMITED, PAN: AANCS8455P,
- 64. N K REGANCY PRIVATE LIMITED, PAN: AACCN2962K,
- 65. N. K. AGARWAL ESTATES PRIVATE 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 INFRAPROMOTERS PRIVATE 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 INFRAPROMOTERS 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,
- 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,
- **52 to 109** all are existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 36/1A, Elgin Road, Bhowanipore, Kolkata 700 020, **P.O. & P.S.** Bhowanipore.
- **110. MANISHA AGARWAL, PAN: ACSPA5053F** wife of Shri. Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata 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, Kalighat, Kolkata – 700 026, P.O. & P.S. Tollygunge, both 3.110 and 3.111 being represented

- by their Power of Attorney Holder **Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kalighat, 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, Bhowanipore, Kolkata 700 020, P.O. & P.S. Bhowanipore.
- 113. ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), PAN: ABGFA4583M,
- 114. TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited), PAN: AALFT6823H,
- 115. AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), PAN: ABGFA4581K,
- 116. ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), PAN: ABGFA4580J,
- 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, 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, Bhowanipore, Kolkata 700 020, P.O. & 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, Bhowanipore, Kolkata 700 020, P.O. & 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 &

- 2013 having their registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata 700 020, **P.O. & P.S.** Bhawanipore .
- **140. ANGELICA VINIMAY PRIVATE LIMITED, PAN: AAJCA9846A** having its registered office at 84A, Chitta Ranjan Avenue, 1<sup>st</sup> Floor, Suite No. 2, Kolkata 700 012 **P.O. & P.S.** Bowbazar.
- **141.** LILY COMMOTRADE PRIVATE LIMITED, PAN: AACCL1308F having its registered office at 1<sup>st</sup> 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: AAECC6075G** having its registered office at 78, Bentinck Street, 2<sup>nd</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> Floor, Salt Lake, Kolkata 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, Kolkata 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, 3<sup>rd</sup> Floor, Room No. 309, Kolkata 700 001 **P.O. & P.S.** Burrobazar
- **147. ALPINIA COMMOTRADE 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, 3<sup>rd</sup> 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, 1<sup>ST</sup> 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 PROMOTERS PRIVATE LIMITED, PAN: AAGCP4038A** having its registered office at P-12, New Howrah Bridge Approach Road, 1<sup>st</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> Floor, Suite No.3, Kolkata 700 012 **P.O. & P.S.** Bowbazar:
- **154. DEVPUJAN INFRATECH PRIVATE LIMITED, PAN: AAECD4403D** having its registered office at 14, Netaji Subhash Road, Kolkata 700 001, **P.O.** Burrabazar **P.S.** Hare Street;
- **155. TORONADO NIWAS PRIVATE LIMITED, PAN: AAECT7178H** having its registered office at 53/4, P.N. Middya Road, Kolkata 700 056, **P.O.** Belghoria, **P.S.** Nimta;
- **156. RICARDIA VINCOM PRIVATE LIMITED, PAN: AAGCR3671K** having its registered office at 84A, Chittaranjan Avenue, 1<sup>st</sup> Floor, Suite No. 3, Kolkata 700 012 **P.O. & P.S.** Bowbazar.
- **157. ASLESHA VINIMAY PVT. LTD., PAN: AAMCA5912E** having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata 700 020, **P.O.** & **P.S.** Bhowanipore
- **158. NIRNIDHI TRADELINK PVT. LTD., PAN: AACCN3085H** 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** having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata 700 020, **P.O.** & **P.S.** Bhowanipore,
- **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** having its registered office at135A, B.R.B. Basu Road, Kolkata 700 001 **P.O.** Burrabazar **P.S.** Hare Street.
- **162. NILAMBAR COMMERCE PVT. LTD., PAN: AADNC1539M** 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** having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No. 103, Kolkata 700 001 **P.O.** Burrabazar **P.S.** Hare Street,
- **166. DURVISH BARTER PVT. LTD., PAN: AAECD3388B** having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata 700 020, **P.O.** & **P.S.** Bhowanipore
- **167. DHANPRAYOG TRADECOM PVT. LTD., PAN: AAECD3487F** having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata 700 020 **P.O.** & **P.S.** Bhowanipore,
- 168. **MEGHA AGARWALA, PAN: ASQPS3627M,** wife of Shri. Piyush Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata 700 001, **P.O. & P.S.** Burrabazar,

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	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,
	(DAN) Aultr outhorized by the contract of
	(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 so by faith by occupation,
	(PAN) duly authorized by the partners of the LLP in terms of the authority letter, dated,
Particulars	authorized by the partners of the LLP in terms of the authority letter, dated
of	authorized by the partners of the LLP in terms of the authority letter, dated,  Mr./Ms
	authorized by the partners of the LLP in terms of the authority letter, dated
of	authorized by the partners of the LLP in terms of the authority letter, dated,  Mr./Ms

## MEMO OF CONSIDERATION

RECEIVED	from	the	withi	n nar	ned	Purc	hase	ers	the	within	men	tione	d sun	n of
Rs		/- (	Rupee	s							only	y beii	ng the	full
consideration	paya	ble 1	under	these	pres	ents	for	the	Sai	d Unit	and	The	Prope	rties
Appurtenant	Theret	o.												

<u>IN WITNESS WHEREOF</u> 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.