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 "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 Owner is the absolute and lawful owner of the property and/or otherwise well and sufficiently entitled to all that the land more fully described in Part-I of the FIRST SCHEDULE hereto, (the "SAID LAND") purchased by the Owner from time to time as per the particulars of title of the Said Land more fully described in the SECOND SCHEDULE hereto.

- **B.** The Developer, at the first instance, has entered into an agreement dated the 30th July 2014 (the "**PRINCIPAL AGREEMENT**") with the Owner for developing and/or constructing buildings, (which will be part of the Project, as defined below) on a portion of the Said Land measuring 977.19 decimals, more or less, morefully described in **Part-II** of the **First Schedule** hereunder written (the "**LAND ONE**") for the consideration and subject to the terms and conditions contained therein;
- **C.** By a Supplementary Agreement dated the 21st day of July, 2015 (the "**SUPPLEMENTARY AGREEMENT**") also between the Developer and Owner some amendments were made in the Principal Agreement for the consideration and subject to the terms and conditions contained therein.
- **D.** The Principal Agreement and the Supplementary Agreement are hereinafter collectively referred to as the "**DEVELOPMENT AGREEMENT**".
- E. The Owner, in order to enable the Developer to take up the development of the Project, (as defined below) has executed two Power of Attorney, one dated 21st day of April, 2017 and registered in the office of District Sub-Registrar III, North 24 Parganas (Barasat) in book no. IV Volume _____ pages _____ to _____ being no. 3534 of 2017 and the other dated 30th July, 2014 registered in the office of ADSR, Barasat in book no. I, C.D. Volume 40, pages 2516 to 2575 being no. 06161 of 2014.
- **F.** The Said Land is intended to be developed for the purpose of building an integrated housing complex to be constructed in several phases and is christened "**MAJHERGAON**" (the "**PROJECT**")
- **G.** Under the Development Agreement Land One is intended to be developed for the purpose of constructing several buildings, which will be comprised within the Project comprising a built up area of 8 (eight) lakh square feet, more or less, comprised in 23 (twenty three) numbers of building/blocks also to be constructed in several phases. (the "COMPLEX")

- **H.** The Sellers caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the Complex and got the said plan sanctioned partly by Barasat Municipality (Building/Block 3-23) and partly by Madhyamgram Municipality (Building/Block No. 1 and 2) (the "Said Plan") and in the first phase of development took up construction and development of building/blocks No.'s 11-17 comprising _____ no. of flats/apartments (the "PHASE-I") having been/being built on a portion of the Land One, morefully described in Part-III of the FIRST SCHEDULE hereto (the "PHASE-I LAND") with provisions for amenities and facilities, some of which are situated within Phase-I and the others are to be situated in other parts of the Complex and/or the Project to be built in the remaining phases of the Complex on Land One and/or the Project on the Said Land, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are earmarked and/or meant to be used in common by all the occupants of the Phase-I and/or the occupants of the remaining phases of the Complex and/or the Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Complex on Land One and/or the Project on the Said Land. The details of the common areas available for use in common by all the occupants of the Complex and/or the Project are given in the THIRD SCHEDULE hereunder written (collectively the "COMMON AREAS").
- I. The Sellers will take up construction and development of other phases of construction of the Complex on Land One and/or the Project on the Said Land in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.
- J. Flats/ apartments/units were offered in Phase-I of the Complex to the intending allottees and pursuant to such offer and by an agreement for sale dated the _____ day of ____ between the Parties (the "AGREEMENT FOR SALE") one apartment as per details given in Part-II of the Fourth Schedule hereunder (the "SAID APARTMENT") has been allotted to the Purchaser.

- **K.** The Developer has since completed the construction of Phase-I including the Said Apartment and has also completed the construction of the portions of the Common Areas comprised within Phase-I (while the construction of buildings/Common Areas comprised in other phases/other portions of the Phase-I Land/Land One/Said Land is in progress or will be taken up in due course) and has obtained the completion certificate of Phase-I from the authorities.
- L. Pending the conveyance of the Said Apartment by the Developer 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 Rule, 2018, (the "SAID RULES") the Developer has registered the Project (under construction and/or to be built on the Said Land in several phases) under the provisions of the Said Act and/or the Said Rules under Registration No. _____.
- **M.** The Developer has since delivered vacant and physical possession of the Said Apartment to the Purchaser, to the Purchaser's full satisfaction.
- N. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) is being conveyed by the Developer in favour of the Purchaser **AND** the undivided proportionate share in the Common Areas which have been constructed and/or built upon by the Developer as also the undivided proportionate share in the Common Areas which are not built upon and/or which are open to sky together with the right to use all of such Common Areas, (both open and covered) in common, along with other occupants and maintenance staff etc of the buildings of Phase-I and/or the Complex and/or the Project, as the case may be, (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Sellers to the Purchaser.
- **O.** The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owner in the Said Land and/or Land One, the Said Plan, the construction made by the Developer, all background papers, the right

of the Sellers to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

- **P.** The Purchaser has understood and has accepted the under mentioned scheme of the development of the Project.
 - a. **Development of Complex**:- The Sellers are developing and/or proposing to develop in due course, the entirety of the Land One and/or the Said Land, comprising the Phase-I, as also other phases of the Complex which are adjacent to the Phase-I Land. Though the Sellers will put its best efforts to complete the construction of all the building/blocks of the Complex, the Sellers, however, will be well within their rights to withhold/not construct and/or truncate any one or more of the building/blocks of the Complex at their sole and absolute discretion.
 - b. Area earmarked for sub-station/transformer: For making provision for supply of electricity within the Complex and/or Project and/or in the neighborhood a demarcated area of land measuring more or less 9 decimals, abutting the main Badu Road, located at one end of the main entrance of the Complex/Project with structures built as per the requirements is to be given on long term lease on a token rental to West Bengal State Electricity Distribution Company Limited (WBSEDCL). The rental payable by WBSEDCL for the said lease for use and occupation of the demarcated area shall ultimately accrue to the account of the Association, (as defined below) and/or as may be so decided in due course by the co-owners of the Project.
 - c. **Entry to the Project**: All the buildings/blocks comprised within the Project will have entry and exit only from the main Badu Road and there will not be any other means of ingress and egress to and from the Project.
 - d. **Extent Of Rights:** The rights of the Purchaser is limited to the ownership of the Said Apartment and the rights appurtenant and attributable to the Said Apartment. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- e. **Common Areas subject to change**: The Common Areas (which are comprised within Phase-I and/or to be comprised 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 the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.
- f. **Only User Rights in Common Areas**:- The Purchaser shall only have user rights in the Common Areas presently comprised within Phase-I as also in other common areas of other phases of the Project/Complex to the extent required for beneficial use and enjoyment of the Said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement For Sale in favour of the Purchaser and the Purchaser requesting the Sellers to convey the properties described hereafter **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the FIFTH SCHEDULE herein (the receipt whereof the Developer do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment and the rights and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure (and the Owner doth hereby confirm), unto the Purchaser<u>ALL THAT</u> the Said Apartment (along with rights appurtenant thereto) as more fully described in **<u>PART-II</u>** of the **<u>FOURTH</u> SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "SAID APARTMENT") and in consideration of the receipt by the Owner of the Owner's entitlement (under the Principal Agreement dated 30th July, 2014 read with the Supplementary Agreement dated 24th July, 2015, both, being collectively referred to as the Development Agreement), the Owner doth hereby grant sell convey transfer assign and assure (and the Developer hereby confirm)

unto the Purchaser **ALL THAT** the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the <u>"COMMON AREAS"</u> in common along with other occupants and maintenance staff etc of the buildings of the Phase-I and/or the buildings of other phases of the Complex and/or the Project, as the case may be (without causing any inconvenience or hindrance to them) all of such share/right being morefully described in **<u>PART-I</u>** of the <u>FOURTH SCHEDULE</u> hereunder written (collectively referred hereinafter as the <u>"COMMON AREA SHARE AND USER</u> **<u>RIGHTS"</u>**) TO HAVE AND TO HOLD the Said Apartment And The Common Area Share And User Rights (both, hereinafter, collectively referred to as the "SAID APARTMENT AND THE RIGHTS APPURTENANT THERETO") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, and advantages, rights, liberties, easements, together with all benefits privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held, Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Sellers into or upon the Said Apartment And The Rights Appurtenant Thereto **<u>SUBJECT TO</u>** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land AND SUBJECT ALSO TO the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, AND PROVIDED ALWAYS **THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Sellers with the Said Apartment even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

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 Phase-I and/or of the Lane One and/or the Said Apartment and is satisfied as to the Said Plan and/or the construction of the building(s) of the Phase-I 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 Phase-I 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 user of some of the common amenities of the Complex by the occupants of 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 in such Common Areas of the Complex and/or the Project by the Association, (as defined below) or otherwise throughout the year. With full knowledge of the possibility of holding of such events and/or carrying out of such activities, the Purchaser has purchased the Said Apartment and hereby undertakes not to raise any objection to any of such activities which may be carried out throughout the year in the Common Areas and/or portions or parts thereof. The Purchaser also undertakes not to make any claim of any nature against the Sellers and/or the Association (as defined below) in respect of such activities.

2.3 Use of Common Areas within the Phase-I/other Common Areas: The Purchaser, along with other purchasers/ occupants of other apartments/units in the Phase-I and/or the Complex and/or the Project, as and when available for use in due course of time, will be entitled to use and enjoy only such of the Common Areas in the Phase-I and/or other Common Areas within Phase-I/Complex/Project, 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 mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Phase-I or other portions of the Complex/Project) amongst the co-owners (including the Purchaser) will be decided by the Association. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Phase-I and/or other Common Areas of the Complex/Project, wholly or partly, as the case may be, shall be made to the Association, when formed and payment of the maintenance expenses of the Common Areas of the Phase-I/Complex/Project, as the case may be, as and when applicable, in the manner so decided by the Association, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses the Developer, till such time it maintains such Common Areas or the Association, when formed, will be entitled to withhold /discontinue the common services for the period of non-payment of such expenses by the Purchaser.

2.5 The Purchaser shall:

2.5.1 Payment of Rates and Taxes: On and from the "Deemed Date of Possession" of the Said Apartment, (i.e. the date as may be so decided by the Developer and notified as such to all the allottees including to the Purchaser) pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Apartment in Phase-I/Complex/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.

- **2.5.2 Use of the common amenities**: be entitled to use and enjoy the common amenities as per the applicable rules thereof upon payment of the applicable charges. In this regard it is clarified that the amenities are expected to be operational only after the majority of the Purchaser of the Apartment/Units have moved into the Complex/Project.
- **2.5.3 Color Scheme/Modifications**: Not change/modify / alter the external façade and/or elevation of the building (on all sides) or to make any structural changes of any nature, in any manner whatsoever in the Said Apartment and/or not to change/modify/alter the color scheme of all areas/surfaces of the Said Apartment which are part of the exterior elevation and/or part of the exterior color scheme of the building(s).
- **2.5.4 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.
- **2.5.5** 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 Phase-I and/or the Complex and/or the Project.
- **2.5.6 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.

2.6 The Purchaser shall not:

- **2.6.1 Repair**: Ask the Developer to undertake any repair or rectification work in the Said Apartment.
- **2.6.2 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 Phase-I and/or in the Complex and/or the Project after the execution of these presents.

- **2.6.3 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.
- **2.6.4 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.
- **2.6.5 Illegal or Immoral Use**: Use or permit the user of, any portion of the Said Apartment, for any illegal or immoral activities.
- **2.6.6 Cleanliness**: Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Apartment.
- **2.6.7 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.
- **2.6.8 Obstruction**: Do any act, deed or thing whereby the rights of occupiers of other Units 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.
- **2.6.9** 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 Phase-I and/or in the Complex and/or in the Common Areas within the Phase-I and/or other Common Areas of the Complex/Project save and except the Said Apartment.
- **2.6.10 Object construction:** Object to the construction of the Complex and/or the Project in phases and/or rights of the Sellers to develop as a part of the Complex additional FAR, if so available under the relevant law(s) and/or shall not object to the Developer combining such constructed areas due to additional FAR into the Complex/Project with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising therefrom.

- **2.6.11 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.
- **2.6.12 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/Project without being required to pay any charges for the same to anyone.

3. OWNER'S COVENANTS:

- a. The Owner doth hereby profess that the Common Area Share And User Rights, as mentioned in **Part I** of the **Fourth Schedule**, hereunder written, transferred to the Purchaser subsists and that the Owner has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title of the Common Area Share And User Rights hereby conveyed to the Purchaser.
- b. The Owner doth hereby covenant with the Purchaser that the Owner in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Common Area Share And User Rights of the Purchaser attributable to 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 or more effectually confirming the transfer of the Land Share attributable to the Said Apartment to the Purchaser.

- b. 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 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.
- c. While handing over such documents, etc to the Association of flat/unit owners, when formed in due course within the prescribed time frame under the relevant law(s) upon the Sellers obtaining the final completion certificate of all constructions, whatsoever, within the Project, (the "**ASSOCIATION**") the Developer will then handover all relevant documents of the Phase-I/Complex/Project 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:

5.1 Transfer/conveyance of Common Area Share And User Rights: The Purchaser has been categorically made aware by the Sellers that the Common Area Share And User Rights as defined in **Part I** of the **Fourth Schedule** hereunder written is being conveyed/transferred to the Purchaser as per the Said Act read with the Said Rules. 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 Said Act read with the Said Rules, as applicable in the state of West Bengal, the Sellers would be under obligation, inter alia, to transfer the Common Areas (both open and covered), as so defined in the Said Act read with the Said Rules to the Association, when formed and in case need be, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Sellers execute such documents, as may be so required to be executed by the Purchaser, if any, under the relevant law(s) to effect the transfer and/or conveyance of the Common Areas to the Association. This obligation of the Purchaser, as aforesaid, shall be an essential covenant and be deemed to be a covenant running with the land.

- 5.2 Power of Attorney for transfer of Land Share:, For the purpose of transfer and/or conveyance of the Common Areas to the Association, as mentioned in clause 5.1 above, the Purchaser hereby irrevocably appoints and/or nominates the Developer to be the true and lawful attorney of the Purchaser to do all acts, deeds and things including signing of documents, if any, required, for transfer and/or conveyance of the Common Areas to the Association and further confirm and place on record that no further document or power of attorney in the usual form will be required to be executed and/or registered by the Purchaser and the power of attorney being granted hereunder by the Purchaser to the Developer shall operate as a registered power of attorney from the Purchaser to the Developer for transfer/conveyance of the Common Areas in favour of the Association, when formed, in due course. In case, however, the concerned registrar, inspite of this power of attorney having been granted by the Purchaser to the Developer still insists on a separate power of attorney in the usual form, then and in such event, the Purchaser shall be under obligation to execute and register such power of attorney at the concerned registrar's office, as and when, required by the Developer at the costs and expenses of the Developer.
- **5.3 Maintenance of the Complex/Project**: The Common Areas comprised within the Phase-I and/or to be comprised in the other phases of the Complex and/or the Project, as more fully described in the **Third Schedule** hereunder written, shall be in the exclusive control, management of the Developer till such time the Association is formed and thereafter with the Association. The Purchaser shall be under obligation to pay the maintenance

charges, as applicable and/or attributable to the Said Apartment, from time to time, regularly and punctually, to the Developer for the period of maintenance of Phase-I/Complex/Project by the Developer and thereafter to the Association.

- **5.4** The Purchaser hereby agrees and undertakes that the Purchaser shall be bound and/or be under obligation to become a member of the said Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to becoming a member of the said Association and/or if required by the Developer, to execute and/or grant a specific power of attorney, (as per the prescribed format of the Said Act and/or the Said Rules) in favour of the nominee(s) of the Developer in order to enable the Developer to take up and complete for an on behalf of the Purchaser all formalities required for the Purchaser to become a member of the said Association.
- **5.5** The Deposits/corpus fund 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 and/or dues of the Developer towards maintenance of the Common Areas for the period of maintenance of the Common Areas by the Developer.
- **5.6** 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.
- **5.7 AMENITIES AND FACILITIES** -The Purchaser consents to pay, if required, subscription and/or membership fees as applicable for use of the facilities and amenities which shall be payable according to rules and regulations made applicable therefore. The membership and user facilities of such amenities and facilities

may, if so decided by the Association, be given also to outsiders and /or to non-residents and/or any person who may or may not be an owner/occupant of any apartment/unit in Phase-I/the Complex/Project.

- **5.8Cable/Broadband/Telephone Connection**: The Purchaser has understood and hereby confirms that provisions will be made only for such service providers who are operating in the area or as may be so selected by the Developer for providing the services of cable, broadband, telephone etc. 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 buildings of Phase-I and/or the Complex and/or the Project or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated service providers.
- **5.9** The Purchaser's undivided share attributable to the Said Apartment for the purpose of determining the proportionate liability of the Purchaser for maintenance charges and other matters shall be the proportion which the carpet area of the Said Apartment would bear to the carpet area of all the Apartments/Units constructed in the buildings of Phase-I and/or the Complex and/or the Project, in due course of time. It is clarified that while determining the proportionate share of the Purchaser to the various matters referred herein, the decision of the Developer on any variations shall be binding on the Purchaser.
- **5.10** The Purchaser shall be and remain responsible for and to indemnify the Sellers and the Association 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 and the Association against all actions claims proceedings costs expenses and demands made against or

suffered by the Developer or the Association 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 nonobservance 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 "**MAJHERGAON**" or such other names as be decided by the Developer from time to time.
- **5.13** Notwithstanding anything inconsistent or contrary to anything in the Agreement For Sale as aforesaid, 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 have been made by the Owner or the Developer and/or the Sellers or their 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 several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 7.52 acres more or less), comprised in several R.S./L.R. dag nos., appertaining to several L.R. khatian nos., all as detailed herein below, J.L. no. 42, comprised in mouza Kutulsahi, police station Barasat, post office Barasat, holding no 1048 Kutulsahi road under Barasat municipality, ward no 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. dag nos., appertaining to several L.R. khatian nos., all as detailed herein below, J.L. no. 74, comprised in mouza digberia, police station Madhyamgram, post office Madhyamgram, holding no 233 badu road, under Madhyamgram municipality, ward no. 4 (formally known as ward no. 12), kolkata - 700155, district 24 parganas (north) and also the several pieces and parcels of land collectively admeasuring _____ cottahs, more or less, (equivalent to acres, more or less), comprised in several R.S./L.R. dag nos., appertaining to several L.R. khatian nos., all as detailed herein below, J.L. no., comprised in <u>mouza</u>, police station, post office, holding no road, under municipality, ward no. __, Kolkata – 700__, district 24 Parganas *(north)and all the above land* aggregating in total to an area admeasuring acres equivalent to cottahs. together with all easement rights and all other rights. appurtenances and inheritances for access and user, delineated on Plan a annexed hereto and bordered in colour RED thereon. Details of schedule of land are given herein below in a tabular form:

	1			
<u>MOUZAS</u>	<u>R.S & L.R.</u> DAG NOS.	<u>L.R. KHATIAN NOS.</u>	<u>AREA</u> <u>PURCHASED (</u> DECIL)	
DIGBERIA	8	1760/1	03	
	<u>o</u> 14	<u>1759/1.1751.1761</u>	39	
DIGBERIA			<u>39</u>	
DIGBERIA	<u>15</u>	<u>1289, 1749, 1291, 1292,</u>	54	
		<u>1293, 1294</u>		
DIGBERIA	<u>21/560</u>	<u>1748,1750</u>	<u>18</u>	
<u>KUTULSA</u> <u>HI</u>	<u>539</u>	<u>895, 898, 881,900</u>	<u>37</u>	
KUTULSA	F 40	<u>889, 893, 897, 899, 999,</u>	54	
HI	<u>540</u>	<u>1000, 1001, 1002</u>	<u>71</u>	
KUTULSA				
HI	<u>541</u>	<u>861, 843</u>	<u>14</u>	
<u>KUTULSA</u>	542	<u>835, 836, 851, 868, 869,</u>	74	
HI	542	<u>870, 872, 896</u>	<u>/+</u>	
KUTULSA HI	<u>543</u>	<u>890. 894</u>	<u>19</u>	
KUTULSA		832, 862, 863, 864, 866,	88	
HI	<u>544</u>	873, 875, 878, 879		
KUTULSA		<u>073,073,070,077</u>		
HI	<u>544/596</u>	<u>827, 833, 844, 874</u>	<u>38</u>	
KUTULSA		892,882,891,770,769,		
HI	<u>546</u>	768, 880, 865, 876, 871	<u>127</u>	
KUTULSA			26	
HI	<u>547</u>	<u>996,997,998</u>	<u>26</u>	
KUTULSA	EE1	702 704	22	
HI	<u>551</u>	<u>793, 794</u>		
KUTULSA	FF2	000	F 10	
HI	<u>552</u>	888	<u>5.19</u>	
KUTULSA	FGF	<u>846, 842, 841, 852, 867,</u>	94	
HI	<u>565</u>	<u>854, 853, 849, 861</u>	<u>84</u>	
<u>KUTULSA</u>	<u>570</u>		<u>13</u>	
	•	•		

HI			
<u>KUTULSA</u> <u>HI</u>	<u>570/595</u>	877	<u>10</u>
<u>KUTULSA</u> <u>HI</u>	<u>571</u>	<u>838, 855, 856, 830</u>	<u>35</u>
<u>KUTULSA</u> <u>HI</u>	<u>572</u>	<u>858, 860, 847, 848</u>	<u>30</u>
<u>KUTULSA</u> <u>HI</u>	<u>573</u>	<u>860, 828, 837, 839, 859</u>	<u>44</u>
<u>KUTULSA</u> <u>HI</u>	<u>574</u>	<u>859, 857, 829, 840, 845,</u> <u>831</u>	<u>48</u>
<u>KUTULSA</u> <u>HI</u>	<u>575</u>	<u>830, 831, 834, 850</u>	<u>28</u>
<u>KUTULSA</u> <u>HI</u>	<u>545</u>	<u>991,992, 993,994,995</u>	<u>14</u>
<u>KUTULSA</u> <u>HI</u>	<u>548</u>	<u>991,992,993,994,995</u>	<u>36</u>
TOTAL ADD	<u> </u>		077.10
TOTAL ARE	A		<u>977.19</u>

PART-II

(LAND ONE)

All that the several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 7.52 acres more or less), comprised in several R.S./L.R. dag nos., appertaining to several L.R. khatian nos., all as detailed herein below, J.L. no. 42, comprised in Mouza Kutulsahi, police station Barasat, post office Barasat, holding no 1048 Kutulsahi Road under Barasat Municipality, ward no 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs more or less (equivalent to 1.14 acres more or less), comprised in several R.S./L.R. dag nos., appertaining to several L.R. khatian nos., all as detailed herein below, J.L. no. 74, comprised in Mouza Digberia, police station Madhyamgram, post office Madhyamgram, holding no 233 Badu Road, under Madhyamgram municipality, ward no. 4 (formally known as ward no. 12), Kolkata – 700155, District 24 parganas (North) together with all easement rights

and all other rights, appurtenances and inheritances for access and user, delineated on Plan a annexed hereto and bordered in colour **BLUE** thereon . Details of schedule of land are given herein below in a tabular form:

MOUZAS	R.S & L.R. DAG NOS.	L.R. KHATIAN NOS.	AREA PURCHASED (DECIL)
DIGBERIA	<u>8</u>	<u>1760/1</u>	<u>03</u>
DIGBERIA	<u>14</u>	<u>1759/1,1751,1761</u>	<u>39</u>
DIGBERIA	<u>15</u>	<u>1289, 1749, 1291, 1292,</u> <u>1293, 1294</u>	<u>54</u>
DIGBERIA	<u>21/560</u>	<u>1748,1750</u>	<u>18</u>
<u>KUTULSA</u> <u>HI</u>	<u>539</u>	<u>895, 898, 881,900</u>	<u>37</u>
<u>KUTULSA</u> <u>HI</u>	<u>540</u>	889, 893, 897, 899, 999, 1000, 1001, 1002	71
<u>KUTULSA</u> <u>HI</u>	<u>541</u>	<u>861, 843</u>	<u>14</u>
<u>KUTULSA</u> <u>HI</u>	<u>542</u>	835,836,851,868,869, 870,872,896	74
<u>KUTULSA</u> <u>HI</u>	<u>543</u>	<u>890, 894</u>	<u>19</u>
<u>KUTULSA</u> <u>HI</u>	<u>544</u>	832, 862, 863, 864, 866, 873, 875, 878, 879	<u>88</u>
<u>KUTULSA</u> <u>HI</u>	<u>544/596</u>	<u>827, 833, 844, 874</u>	<u>38</u>
<u>KUTULSA</u> <u>HI</u>	<u>546</u>	<u>892,882, 891, 770, 769,</u> <u>768, 880, 865, 876, 871</u>	<u>127</u>
<u>KUTULSA</u> <u>HI</u>	<u>547</u>	<u>996,997,998</u>	<u>26</u>
<u>KUTULSA</u> <u>HI</u>	<u>551</u>	<u>793, 794</u>	22
<u>KUTULSA</u> <u>HI</u>	<u>552</u>	888	<u>5.19</u>

1		1	
<u>KUTULSA</u> HI	<u>565</u>	<u>846, 842, 841, 852, 867,</u> <u>854, 853, 849, 861</u>	<u>84</u>
<u>KUTULSA</u>	570		12
HI	<u>570</u>		<u>13</u>
<u>KUTULSA</u> HI	<u>570/595</u>	<u>877</u>	<u>10</u>
<u>KUTULSA</u>			27
HI	<u>571</u>	<u>838, 855, 856, 830</u>	<u>35</u>
<u>KUTULSA</u>	<u>572</u>	<u>858, 860, 847, 848</u>	<u>30</u>
HI KUTULSA			
HI	<u>573</u>	<u>860, 828, 837, 839, 859</u>	<u>44</u>
KUTULSA	<u>574</u>	<u>859, 857, 829, 840, 845,</u>	<u>48</u>
HI		831	
<u>KUTULSA</u>	<u>575</u>	<u>830, 831, 834, 850</u>	<u>28</u>
<u>HI</u>			
<u>KUTULSA</u> HI	<u>545</u>	<u>991,992, 993,994,995</u>	<u>14</u>
<u>KUTULSA</u> <u>HI</u>	<u>548</u>	<u>991,992,993,994,995</u>	<u>36</u>
TOTAL ARE	A UNDER DEVI	ELOPMENT AGREEMENT	<u>977.19</u>

(PART-III)

(PHASE I- Phase-I Land)

ALL THAT the piece and parcel of land admeasuring _____ Decimal, more or less, comprised in various Dags and Khatians in Mouza – ____, J.L. No.____, Police Station_____, District _____ within the jurisdiction of Ward No.____ of _____ as shown in ____- color on the Plan annexed hereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of title)

1. By 78 separate registered deed of conveyances, the original and erstwhile owners of the Said Premises sold transferred and conveyed all that the several pieces and parcels of land collectively admeasuring 454.96 cottahs more or less (equivalent to 752 decimals equivalent to 7.52 acres more or less), comprised in several R.S/L.R. dag nos. appertaining to several L.R. Khatian nos. all as detailed herein below, J.L. no. 42, comprised in mouza Kutulsahi, police station Barasat, post office Barasat, holding no 1048 Kutulsahi road under Barasat municipality, ward no 29, Kolkata - 700155 and the several pieces and parcels of land collectively admeasuring 68.97 cottahs, more or less, (equivalent to 1.14 acres more or less), comprised in several R.S/L.R. Dag nos. appertaining to several L.R. Khatian nos. all as detailed herein below, J.L. no. 74, comprised in mouza Digberia, police station Madhyamgram, post office Madhyamgram, holding no 233 Badu Road, under Madhyamgram municipality, ward no. 4 (formally known as ward no. 12), Kolkata - 700155, district 24 Parganas (North) aggregating in total admeasuring area to 8.66 acres equivalent to 523.93 cottahs in favour of Swadha Nirman Pvt. Ltd. and 77 others entities the vendors / owners herein and the said deeds were duly registered in the different registry offices and recorded in the manner as mentioned herein below:

DATE	<u>PRESENT</u> <u>OWNER</u>	DEED NO.	<u>VOL</u> . NO	<u>PAGE</u> <u>S</u>	REGISTRY OFFICE
<u>25.05.</u> 2012	<u>SANTOSH KR.</u> <u>RUNGTA</u>	<u>7716/12</u>	<u>24</u>	<u>2997</u> <u>TO</u> <u>3014</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>KIRAN</u> ROONGTA	7655/12	<u>24</u>	<u>1990</u> <u>TO</u> <u>2008</u>	D.S.R. – II <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MOHANLAL</u> <u>ROONGTA</u>	7656/12	<u>24</u>	2009 TO 2028	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>

DO	HEMLATA ROONGTA	7691/12	<u>24</u>	2625 TO 2643	D.S.R. – II NORTH 24 PARGANAS
17.01. 2008 & 27/12 /2013	SWADHA NIRMAN PVT LTD PAWAN COMMOSALES PVT. LTD. SWADHA REALTORS PVT. LTD. SWADHA PROMOTERS PVT. LTD. SWADHA ESTATE PVT. LTD.	16334/13 2202204/ 08 2205/08 2202/08	57 02	3969 TO 3984 1405 0 TO 1406 5 1406 6 TO 1408 1 1 1402 0 TO 1403	D.S.R.II NORT 24 PARGANAS
				5	

<u>27.04.</u> <u>2012</u>	<u>NIKKU</u> <u>ENCLAVE PVT.</u> <u>LTD</u>	<u>6030/12</u>	<u>19</u>	800 TO 818	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	NIKUNJ DROLIA	<u>6034/12</u>	<u>19</u>	<u>873</u> <u>TO</u> <u>891</u>	D.S.R. – II <u>NORTH 24</u> <u>PARGANAS</u>
<u>10.09.</u> 2012	PAWAN KUMAR DROLIA	<u>13513/12</u>	<u>46</u>	<u>1284</u> <u>TO</u> <u>1300</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	SUNITA DROLIA	<u>13514/12</u>	<u>46</u>	<u>1301</u> <u>TO</u> <u>1317</u>	D.S.R. – II NORTH 24 PARGANAS
<u>D0</u>	ADESH SARAF	<u>13504/12</u>	<u>46</u>	<u>1116</u> <u>T0</u> <u>1132</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	<u>SHARWAN KR.</u> DROLIA	<u>13512/12</u>	<u>46</u>	<u>1267</u> TO 1283	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>SUSHIL KR.</u> <u>KAJARIA</u>	<u>13509/12</u>	<u>46</u>	<u>1213</u> <u>TO</u> <u>1230</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	<u>SUSHIL KR.</u> <u>KAJARIA HUF</u>	<u>13511/12</u>	<u>46</u>	<u>1249</u> <u>TO</u> <u>1266</u>	D.S.R. – II <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	<u>SITA KAJARIA</u>	<u>13505/12</u>	<u>46</u>	<u>1133</u> <u>TO</u> <u>1350</u>	<u>D,S.R. – II</u> NORTH 24 PARGANAS

			1	1	1
<u>D0</u>	<u>ASHISH</u> <u>KAJARIA</u>	<u>13507/12</u>	<u>46</u>	<u>1169</u> <u>TO</u> <u>1186</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>27.04.</u> <u>2012</u>	<u>TANUJ DROLIA</u>	<u>6036/12</u>	<u>19</u>	910 TO 927	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>TANUI</u> <u>PROPERTIES</u> <u>PVT. LTD.</u>	<u>6026/12</u>	<u>19</u>	<u>728</u> TO 745	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>25.05.</u> 2012	<u>MRS. RUCHI</u> ROONGTA	7657/12	<u>24</u>	2029 TO 2046	D.S.R. – II NORTH 24 PARGANAS
DO	MRS. PUSHPA ROONGTA	7662/12	<u>24</u>	2119 TO 2133 6	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	KAILASH KR. ROONGTA HUF	7663/12	<u>24</u>	2137 TO 2154	D.S.R. – II NORTH 24 PARGANAS
DO	<u>RAJESH</u> <u>ROONGTA HUF</u>	7665/12	<u>24</u>	2173 TO 2190	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MR. RAJESH</u> <u>ROONGTA</u>	7666/12	<u>24</u>	2191 <u>TO</u> 2208	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MR. RAKESH</u> <u>ROONGTA</u>	7668/12	<u>24</u>	2227 TO 2244	D.S.R. – II NORTH 24 PARGANAS
<u>D0</u>	MRS. <u>IYOTI</u>	<u>7689/12</u>	<u>24</u>	<u>2589</u>	<u>D,S.R. – II</u>

	<u>ROONGTA</u>			<u>T0</u> 2606	NORTH 24 PARGANAS
<u>DO</u>	<u>SUBHASH KR.</u> ROONGTA HUF	<u>7690/12</u>	<u>24</u>	2607 TO 2624	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>10.09.</u> 2012	<u>PLAZMA</u> <u>DISTRIBUTORS</u> <u>PVT. LTD.</u>	<u>13516/12</u>	<u>46</u>	<u>1336</u> <u>TO</u> <u>1353</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	RAUSHAN AGARWAL	<u>13515/12</u>	<u>46</u>	<u>1318</u> <u>TO</u> <u>1335</u>	D,S.R. – II NORTH 24 PARGANAS
<u>25.05.</u> 2012	<u>MR. SHREY</u> <u>ROONGTA</u>	<u>7658/12</u>	<u>24</u>	2047 TO 2064	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	MRS. BELA ROONGTA	7659/12	<u>24</u>	2065 TO 2082	<u>D,S.R. – II</u> NORTH 24 <u>PARGANAS</u>
DO	<u>MR. KAILASH</u> <u>KR. ROONGTA</u>	7660/12	<u>24</u>	2083 TO 2100	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MRS. ANITA</u> <u>ROONGTA</u>	7661/12	<u>24</u>	2101 TO 2118	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	<u>MR. MOHANLAL</u> ROONGTA HUF	<u>7664/12</u>	<u>24</u>	2155 <u>TO</u> 2172	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>

<u>D0</u>	<u>MISS ADITI</u> <u>BAJAJ</u>	<u>7667/12</u>	<u>24</u>	2209 TO 2226	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MR. SUBHASH</u> <u>KR. ROONGTA</u>	<u>7692/12</u>	<u>24</u>	<u>2644</u> <u>TO</u> <u>2661</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>SANTOSH KR.</u> ROONGTA HUF	7714/12	<u>24</u>	2961 TO 2978	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	MR. ABHISHEK ROONGTA	7715/12	<u>24</u>	2979 TO 2996	D.S.R. – II NORTH 24 PARGANAS
<u>27.04.</u> 2012	PUSHPA DEVI DROLIA	<u>6017/12</u>	<u>19</u>	566 TO 583	D.S.R. – II NORTH 24 PARGANAS
DO	<u>KUHU</u> <u>PROPERTIES</u> <u>PVT. LTD</u>	<u>6022/12</u>	<u>19</u>	<u>656</u> <u>TO</u> <u>673</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>TIRUPATI</u> <u>ASHRAY PVT.</u> <u>LTD.</u>	<u>6029/12</u>	<u>19</u>	782 TO 799	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>TIRUMALA</u> <u>NIWAS PVT.</u> <u>LTD.</u>	<u>6033/12</u>	<u>19</u>	855 TO 872	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>16.02.</u> 2012	<u>IAYANTI PLAZA</u> <u>PVT. LTD.</u>	<u>2361/12</u>	<u>07</u>	<u>2311</u> <u>TO</u>	<u>D,S.R. – II</u> <u>NORTH 24</u>

			1	00/0	DADGANG
				<u>2362</u>	PARGANAS
	<u>IAYANTI</u>			<u>2363</u>	<u>D,S.R. – II</u>
	INFRAPROJECT	<u>2362/12</u>	<u>07</u>	<u>T0</u>	NORTH 24
	<u>S PVT. LTD.</u>			<u>2414</u>	PARGANAS
	<u>IAYANTI</u>			<u>2415</u>	<u>D,S.R. – II</u>
	PROMOTERS	<u>2363/12</u>	<u>07</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>2466</u>	PARGANAS
	<u>JAYANTI</u>			<u>2467</u>	<u>D,S.R. – II</u>
	<u>NIKETAN PVT.</u>	<u>2364/12</u>	<u>07</u>	<u>T0</u>	<u>NORTH 24</u>
	LTD.	-		<u>2518</u>	PARGANAS
				2519	<u>D,S.R. – II</u>
	<u>IAYANTI NIWAS</u>	2365/12	<u>07</u>	TO	NORTH 24
	<u>PVT. LTD.</u>		<u> </u>	2571	PARGANAS
	SUPERDEAL				
<u>10.09.</u>	DEVELOPERS			<u>1098</u>	<u>D,S.R. – II</u>
<u>10.05.</u> 2012	ADVISORY PVT.	<u>13503/12</u>	<u>46</u>	<u>T0</u>	<u>NORTH 24</u>
	LTD.			<u>1115</u>	PARGANAS
	TOPLINK				
	DEVELOPERS				
		<u>13506/12</u>		<u>1151</u>	<u>D,S.R. – II</u>
<u>DO</u>	CONSULTANCY		<u>46</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>1168</u>	PARGANAS
	<u>SHRADHA</u>			<u>1231</u>	<u>D,S.R. – II</u>
<u>D0</u>	AGARWAL	<u>13510/12</u>	<u>46</u>	<u>T0</u>	<u>NORTH 24</u>
				<u>1248</u>	PARGANAS
	ACUMEN				
	ACUMEN			<u>1517</u>	<u>D,S.R. – II</u>
	COMMOTRADE		26		
	<u>PVT. LTD.</u>		<u>36</u>	<u>T0</u>	NORTH 24
<u>12.08.</u>		<u>10993/11</u>		<u>1538</u>	PARGANAS
<u>2011</u>		<u>10998/11</u>			
	CROWN TRADE				
	<u>COM PVT. LTD.</u>				

	<u>SHYAMA</u> <u>HIGHRISE_PVT.</u> <u>LTD.</u>			<u>1585</u> <u>TO</u> 1603	
<u>27.04.</u> <u>2012</u>	MR. VINEET DROLIA	<u>6023/12</u>	<u>19</u>	<u>674</u> TO 691	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>MR. BINOD KR.</u> DROLIA	<u>6025/12</u>	<u>19</u>	7 <u>10</u> TO 727	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>PARMANAND</u> <u>DROLIA</u>	<u>6027/12</u>	<u>19</u>	<u>746</u> <u>T0</u> <u>763</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	MRS. SUSHILA DROLIA	<u>6031/12</u>	<u>19</u>	819 <u>TO</u> 836	D.S.R. – II <u>NORTH 24</u> PARGANAS
<u>12.06.</u> 2012	<u>PRATUSH</u> <u>DROLIA</u>	<u>6035/12</u>	<u>19</u>	<u>892</u> <u>TO</u> 909	D.S.R. – II NORTH 24 PARGANAS
<u>12.06.</u> 2012	<u>NIDHI</u> <u>VYAPAAR PVT.</u> <u>LTD.</u>	<u>8675/12</u>	27	<u>3936</u> <u>TO</u> <u>3953</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>D0</u>	SUBHKAMNA EXPORTS INDIA PVT. LTD.	<u>8683/12</u>	<u>27</u>	<u>4008</u> <u>TO</u> <u>4025</u>	<u>D.S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	<u>EMBLEM</u> <u>TRADELINK</u> <u>PVT. LTD.</u>	<u>8713/12</u>	27	<u>4527</u> <u>TO</u> <u>4544</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
DO	DREAMVIEW AGENCIES PVT. LTD.	<u>8724/12</u>	<u>27</u>	<u>4721</u> <u>T0</u> <u>4738</u>	<u>D,S.R. – II</u> <u>NORTH 24</u> <u>PARGANAS</u>
<u>DO</u>	SARAFSILKEXPORTSPVT.	<u>8718/12</u>	<u>27</u>	<u>4618</u> <u>T0</u>	<u>D,S.R. – II</u> <u>NORTH 24</u>

		1	-		
	<u>LTD</u>			<u>4635</u>	PARGANAS
<u>D0</u>	<u>DHANKUBER</u>			<u>3820</u>	<u>D,S.R. – II</u>
	COMPLEX PVT.	<u>8667/12</u>	<u>27</u>	<u>T0</u>	NORTH 24
	<u>LTD.</u>			<u>3837</u>	PARGANAS
	<u>SYNERGY</u>				
DO	<u>COMMODEAL</u>	<u>8673/12</u>		<u>3900</u>	<u>D,S.R. – II</u>
	<u>PVT. LTD.</u>		<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
				<u>3917</u>	PARGANAS
	PACIFIC			<u>3954</u>	<u>D,S.R. – II</u>
<u>D0</u>	<u>PORTFOLIO</u>	<u>8677/12</u>	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	FUND PVT. LTD			<u>3971</u>	PARGANAS
	<u>NK</u>			<u>3784</u>	<u>D,S.R. – II</u>
<u>D0</u>	DISTRIBUTORS	<u>8664/12</u>	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>3801</u>	PARGANAS
	MAXIMUM			<u>3990</u>	<u>D,S.R. – II</u>
<u>D0</u>	MERCHANDISE	<u>8680/12</u>	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>4007</u>	PARGANAS
DO	<u>UNICORN</u>			<u>4654</u>	<u>D,S.R. – II</u>
	DEALTRADE	<u>8720/12</u>	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>4671</u>	PARGANAS
	<u>GENIUS</u>			<u>4545</u>	<u>D,S.R. – II</u>
<u>D0</u>	DEALCOM PVT.	<u>8714/12</u>	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>LTD.</u>			<u>4562</u>	PARGANAS
	FRONTLINE	8665/12		<u>3802</u>	<u>D,S.R. – II</u>
<u>D0</u>	DEALCOMM	-	<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>3819</u>	PARGANAS
DO				<u>3918</u>	<u>D,S.R. – II</u>
	N.K.TRACOM	<u>8674/12</u>	<u>27</u>	<u>T0</u>	NORTH 24
	<u>PVT. LTD.</u>			3935	PARGANAS
DO	IEEVANIYOTI			4582	<u>D,S.R. – II</u>
	INFOTECH PVT.	<u>8716/12</u>	27	TO	NORTH 24
	LTD.			4599	PARGANAS
DO	ENERGETIC			4600	<u>D,S.R. – II</u>
	VINTRADE PVT.	8717/12	27	TO	NORTH 24
	LTD.			4617	PARGANAS

				1	
DO	QUEEN TIE UP PVT. LTD.	<u>8719/12</u>	<u>27</u>	<u>4636</u>	<u>D,S.R. – II</u>
				<u>T0</u>	<u>NORTH 24</u>
				<u>4653</u>	PARGANAS
DO	BLUEROSE TIE	<u>8678/12</u>		<u>3972</u>	<u>D,S.R. – II</u>
	<u>UP PVT. LTD.</u>		<u>27</u>	<u>T0</u>	<u>NORTH 24</u>
				<u>3989</u>	PARGANAS
<u>12.06.</u> 2012	NK	<u>8712/12</u>	27	<u>4509</u>	<u>D,S.R. – II</u>
	ENTERPRISES			<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>4526</u>	PARGANAS
10.10	M/S INDIGO	150(2/20	<u>52</u>	<u>1785</u>	<u>D,S.R. – II</u>
<u>10.10.</u>	PROJECTS PVT.	<u>15063/20</u>		<u>T0</u>	<u>NORTH 24</u>
<u>2012</u>	<u>LTD. & ANR</u>	<u>12</u>		<u>1801</u>	PARGANAS
		45066/20		<u>1844</u>	<u>D,S.R. – II</u>
<u>D0</u>	M/S DROLIA BROTHERS HUF	<u>15066/20</u> <u>12</u>	<u>52</u>	<u>T0</u>	<u>NORTH 24</u>
				<u>1860</u>	PARGANAS
DO	M/S IUGAL	4 = 0 (= /0.0		1861	<u>D,S.R. – II</u>
	KISHORE	<u>15067/20</u>	<u>52</u>	<u>T0</u>	<u>NORTH 24</u>
	ROONGTA HUF	<u>12</u>		<u>1877</u>	PARGANAS
DO	PAWAN KUMAR	<u>15064/20</u> <u>12</u>	<u>52</u>	<u>1802</u>	<u>D,S.R. – II</u>
<u> </u>	<u>PRATUSH</u>			<u>T0</u>	<u>NORTH 24</u>
	KUMAR HUF			<u>1818</u>	PARGANAS
20.02	<u>SMT. SUDHA</u> <u>AGARWAL</u>	<u>3529/201</u> <u>3</u>	<u>13</u>	<u>4282</u>	<u>D,S.R. – II</u>
<u>28.02.</u>				<u>T0</u>	<u>NORTH 24</u>
<u>2013</u>				<u>4295</u>	PARGANAS
	JAYANTI INFRA	<u>3527/201</u> <u>3</u>	<u>13</u>	<u>4254</u>	<u>D,S.R. – II</u>
<u>D0</u>	REALTORS PVT.			<u>T0</u>	<u>NORTH 24</u>
	<u>LTD.</u>			<u>4267</u>	PARGANAS
	JAYANTI INFRA	<u>3528/201</u> <u>3</u>	<u>13</u>	<u>4268</u>	<u>D,S.R. – II</u>
<u>D0</u>	PROMOTERS			<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>4281</u>	PARGANAS
<u>27.12.</u> <u>2013</u>	<u>RUPAK</u>	<u>16330/13</u>	<u>57</u>	<u>3910</u>	<u>D,S.R. – II</u>
	TRADING PVT.			<u>T0</u>	<u>NORTH 24</u>
	<u>LTD.</u>			<u>3923</u>	PARGANAS
<u>27.12.</u> <u>2013</u>	SHREESIDHI	<u>16331/13</u>	<u>57</u>	<u>3924</u>	<u>D,S.R. – II</u>
	DEALCOMM			<u>T0</u>	<u>NORTH 24</u>
	<u>PVT. LTD.</u>			<u>3937</u>	PARGANAS
L		1	1		

<u>11.09.</u> 2015	ESQUIRE IMPEX PVT. LTD.	15030616 3 OF 2015	<u>150</u> <u>3</u>	6228 7 TO 6231 3	ADSR BARASAT
<u>14.08.</u> 2015	<u>IAYANTI</u> HIGHTS PVT. LTD.	<u>15030550</u> <u>7 OF 2015</u>	<u>150</u> <u>3</u>	<u>4624</u> <u>8 T0</u> <u>4629</u> <u>9</u>	ADSR BARASAT
<u>04.09.</u> 2014	<u>SUDHA</u> Agarwal	7288 OF 2014	<u>16</u>	<u>3167</u> <u>T0</u> <u>3184</u>	<u>D,S.R. – III</u> <u>NORTH 24</u>
<u>05.10.</u> 2015	<u>IAYANTI</u> <u>HIGHTS PVT.</u> <u>LTD.</u>	<u>15020013</u> <u>8 OF 2015</u>	<u>150</u> 2	<u>1673</u> <u>TO</u> <u>1695</u>	<u>D,S.R. – II</u> <u>NORTH 24</u>
<u>23.11.</u> 2015	<u>V G SHELTERS</u> <u>PVT. LTD.</u>	<u>15030765</u> <u>0 OF 2015</u>	<u>150</u> <u>3</u>	<u>9963</u> <u>6 TO</u> <u>9967</u> <u>7</u>	<u>ADSR</u> BARASAT
<u>26.02.</u> 2016	ESQUIRE IMPEX PVT. LTD.	<u>15030151</u> <u>7 OF 2016</u>	<u>150</u> <u>3</u>	<u>3898</u> <u>1 TO</u> <u>3901</u> <u>2</u>	ADSR BARASAT
<u>09.04.</u> 2014	<u>ESQUIRE IMPEX</u> <u>PVT. LTD.</u>	2690 OF 2014	<u>17</u>	<u>722</u> <u>T0</u> <u>737</u>	ADSR BARASAT
<u>17.17.</u> <u>2014</u>	SAGAR AWAS PVT. LTD.	5570 OF 2014	<u>12</u>	<u>4351</u> <u>TO</u> <u>4374</u>	<u>D,S.R. – III</u> <u>NORTH 24</u>
<u>22.01.</u> 2015	ANUMATI VINCOM PVT. LTD.	00774 OF 2015			<u>D.S.R. – III</u> <u>NORTH 24</u>
<u>22.01.</u> 2015	<u>ASMA VINCOM</u> <u>PVT. LTD.</u>	00740 OF 2015	<u>2</u>	<u>4345</u> <u>TO</u> <u>4363</u>	<u>D,S.R. – III</u> <u>NORTH 24</u>

- 2. While possessing and enjoying the said property the said owner M/S. Swadha Nirman Private Limited and 77 other entities mutated its/their names for the entire premises in the record of B.L. & L.R.O.
- 3. Subsequently the said owner M/S. Swadha Nirman Private Limited and 77 other entities have converted the Said Premises in the records of B.L. & L.R.O to "bastu".
- 4. While possessing and enjoying the Said Premises the said owner M/S. Swadha Nirman Private Limited and 77 other entities amalgamated the Said Premises and mutated the same under holding no. 1048 Kutul Sahi road within the ambit of ward no 29 under Barasat Municipality and holding no 233 within the ambit of ward no 12 under Madhyamgram Municipality, Kolkata 700155.
- 5. By virtue of a Development Agreement dated 30th July 2014 and the Supplementary Development Agreement dated 21st April 2017 entered into between the Owners and the Developer, the Owners for the consideration and subject to the terms and conditions mentioned in the development agreement, appointed the Developer, inter alia, to develop the said property and to build erect and complete the said building in accordance with the building plans as may be sanctioned by virtue of B. P. no. 772 dated 19th December 2014 being, the plans of the building sanctioned and approved by the Barasat municipality and shall also mean Building Plan no. 1450 dated 16th February 2016, from Madhyamgram municipalities and shall also include variations/ modifications/ alterations therein and the Developer agreed to carry out the job of development of the said property and to erect or construct the said building there at as and in the manner and on and subject to the terms and conditions mentioned in the development agreement and to make over to the Owners their share of allocation in the said property (which is fully described in the development agreement) for the consideration and on the terms stated in the development agreement.

Note: Devolution of title of the land which is to be developed in future, as discussed with Mr. Jhunjhunwala yesterday is also to be included here.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

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

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Part-I)

(COMMON AREA SHARE AND USER RIGHTS)

ALL THAT the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff. etc of the building/block/Complex without causing any inconvenience or hindrance to them.

(Part-II)

(Said Apartment)

ALL THAT the apartment no. _____ admeasuring a carpet area of ______ sq.ft. more or less, with the corresponding built-up area being ______ sq.ft. more or less, and the corresponding super built-up area being ______ sq.ft. more or less, on the _____ floor of block -_____ the building ______ within Phase-I of the Project known as "Majhergaon" as shown in ______ border on the plan annexed hereto **TOGETHER WITH** the right to use ______ (____) number of open/covered car park space(s) at the Building/Block No. ______ within Phase-I, as earmarked, identified and designated by the Developer being car parking space numbers ______ for the parking of private medium sized/standard vehicle(s) by the Purchaser within such space.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Consideration)

Rs. _______) only for the Said Apartment And The Properties Appurtenant Thereto, paid by the Allottee 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	
Date	day of, 2018.
Particulars of Owner	 (1)SWADHA NIRMAN PRIVATE LIMITED, (PAN: AAJCS6291H),(CIN: U70101WB2005PTC105152 2) TANUJ PROPERTIES PRIVATE LIMITED (PAN: AACCT4910B),(CIN: U70101WB2006PTC111151) a company incorporated under the Companies Act, 1956 having its registered office at P-2, CIT Road, Scheme No. VI M, 2nd floor, Kolkata – 700 001, P.O Park Street, P.S Park Street, District
	 Kolkata. (3) KUHU PROPERTIES PRIVATE LIMITED (PAN: AACCK8128Q), (CIN: U70101WB2006PTC109148) (4) NIKKU ENCLAVE PRIVATE LIMITED (PAN: AACCN3414A),(CIN: U70101WB2006PTC111152) both companies incorporated under the Companies Act, 1956 having their respective registered offices at 7, B.B.Ganguly Street, 3rd floor, Kolkata – 700 012 P.O. – Bow Bazar, P.S. – Bow Bazar, District Kolkata,

(5) TIRUPATI ASHRAY PRIVATE LIMITED (PAN: AACCT9993J),(CIN: U70101WB2006PTC111155) the companies incorporated under the Companies Act, 1956 having their respective registered offices at 13, B.B.ganguly Street, 4th floor, Room No. 402, Kolkata - 700 012 P.O.- GPO, P.S.- Hare Street, District Kolkata, (6) DROLIA BROTHERS HUF (PAN: AABHD4964P) a Hindu Undivided Family having its office at 228 Bangur Avenue, Block-A, 4th Floor, Flat - 4A, Kolkata - 700055, Police Station - Lake Town, Post Office - Bangur Avenue, District- North 24 Parganas. (7) PAWAN KUMAR PRATUSH KUMAR HUF (PAN: AADHP0645R) of P-2, CIT Road, Scheme VIM, Kolkata - 700 054 P.O.- Phool bagan, P.S.-Kankurgachi District- South 24 Parganas. (8) TIRUMALA NIWAS PRIVATE LIMITED (PAN: AACCT5195N),(CIN: U70101WB2006PTC111154) the company incorporated under the Companies Act, 1956 having its registered office at 13, B.B.Ganguly Street, 4th floor, Room No. 402, Kolkata - 700 012, P.O-Bowbazar, P.S.-Bowbazar (9) EMBLEM TRADELINK PRIVATE LIMITED (PAN:AABCE9161A),(CIN:51109WB2008PTC1227 67) a company incorporated under the

Companies Act, 1956 having its registered offices
at 37A, Bentinck Street, 3rd floor, Room No.314,
Kolkata – 700 069, P.S Hare Street, P.O
Dharmtala, District Kolkata,
(10) SHUBHKAMNA EXPORTS INDIA PRIVATE
LIMITED(PAN:AAJCS0034Q),(CIN:
U51909WB2004PTC098102) the company
incorporated under the Companies Act, 1956
having its registered offices at 37A, Bentinck
Street, 3rd floor, Room No.314, Kolkata – 700 069
P.O Dharmatala, P.S Hare Street, District
Kolkata,
(11) NK DISTRIBUTORS PRIVATE LIMITED
(PAN:AADCB0330N),(CIN:
U51109WB2007PTC112531) a company
incorporated under the Companies Act, 1956
having its registered offices at G-501, Block-DC,
City Centre, Salt Lake, Kolkata – 700 064, P.O
Bidhannagar, P.S Bidhannagar
(12) SARAF SILK EXPORTS PRIVATE LIMITED
(PAN: AADCS6803M),(CIN:
U30000WB1995PTC073978)
(13) PACIFIC PORTFOLIO FUND PRIVATE
LIMITED(PAN:AABCP7185P),(CIN:
U67120WB1994PTC066837) both the companies
incorporated under the Companies Act, 1956

having their respective registered offices at 37A,
Bentinck Street, 3rd floor, Room No.314, Kolkata
– 700 069, P.O Dharmatala, P.S Hare Street,
(14) GENIUS DEALCOM PRIVATE
LIMITED(PAN:AADCG7193G),(CIN:
U51101WB2010PTC143878),
(15) NK TRACOM PRIVATE LIMITED (PAN:
AADCN0847Q),(CIN:U74900WB2009PTC138537)
(16) NK ENTERPRISES PRIVATE LIMITED (PAN:
AADCN0882F),(CIN:U74900WB2009PTC138534),
(17) SUPERDEAL DEVELOPERS ADVISORY PVT.
LTD.(PAN:AAOCS5157P),(CIN:
U74140WB2010PTC151252),
(18) PLAZMA DISTRIBUTORS PVT. LTD.
(PAN:AAGCP0421R),(CIN:
U51909WB2011PTC161199) Serial Nos. 14 to 18
all the companies incorporated under the
Companies Act, 1956 having their respective
registered offices at 37A, Bentinck Street, 3rd
floor, Room No.314, Kolkata - 700 069 P.O
Dharmatala, P.S Hare Street, District Kolkata,
(19) NIDHI VYAPAAR PRIVATE LIMITED(PAN:
AACCN5252C),(CIN: U51909WB2007PTC115758)
the companies incorporated under the
Companies Act, 1956 having their respective
registered offices at 2, Ganesh Chandra Avenue,
 <u> </u>

2nd floor, Room No.2A, Kolkata – 700 013, P.O
Dharmatala, P.S Bowbazar, District Kolkata,
(20) SYNERGY COMMODEAL PRIVATE LIMITED
(PAN:AALCS0987N) the companies incorporated
under the Companies Act, 1956 having their
respective registered offices at 2, Ganesh
Chandra Avenue, 2nd floor, Room No.2A, Kolkata
– 700 013, P.O Dharmatala, P.S Bowbazar,
District Kolkata,
(CIN:U52100WB2007PTC117397)
(21) MAXIMUM MERCHANDISE PRIVATE LIMITED
(PAN:AAFCM2399N),(CIN:
U51909WB2007PTC118735) the companies
incorporated under the Companies Act, 1956
having their respective registered offices at 2,
Ganesh Chandra Avenue, 2nd floor, Room No.2A,
Kolkata – 700 013, P.O Dharmatala, P.S
Bowbazar, District Kolkata,
(22) BLUEROSE TIE UP PRIVATE LIMITED
(PAN:AAECB5712D),(CIN:
U51909WB2011PTC161217) the company
incorporated under the Companies Act, 1956
having its registered offices at 1B, Ramlochan
Mullick Street, Kolkata-700 073 P.O
Chittaranjan Avenue, P.S Jorasanko, District
Kolkata.

(23) TOPLINK DEVELOPERS CONSULTANCY PVT.
LTD. (PAN: AADCT5284F), (CIN:
U74140WB2010PTC151253) the company
incorporated under the Companies Act, 1956
having his respective registered offices at G-501,
City Centre, DC Block, 5th floor, Salt lake, Kolkata-
700 064 P.O Salt Lake, P.S Bidhan Nagar,
District- North 24 Parganas.
(24) DREAMVIEW AGENCIES PRIVATE LIMITED
(PAN:AADCD8597P),(CIN:
U51909WB2011PTC161223) the companies
incorporated under the Companies Act, 1956
having its respective registered offices at 1B,
Ramlochan Mullick Street, Kolkata – 700 073
P.O Chittaranjan Avenue, P.S Jorasanko,
District Kolkata.
(25) QUEEN TIE UP PRIVATE LIMITED (PAN:
AAACQ1691G),(CIN: U51109WB2008PTC122768)
the company incorporated under the Companies
Act, 1956 having their respective registered
offices at 37A, Bentinck Street, 3rd floor, Room
No.314, Kolkata – 700 069 P.O Dharmatala, P.S
Hare Street, District Kolkata.
(26) DHANKUBER COMPLEX PRIVATE LIMITED
(PAN:AADCP7281Q),(CIN:
U45300WB2005PTC105624).

(27) ENERGETIC VINTRADE PRIVATE LIMITED
(PAN:AACCC7101M),(CIN:
U51109WB2005PTC105619)both the companies
incorporated under the Companies Act, 1956
having his respective registered offices at 85,
Matcalfe Street, Kolkata – 700 013, P.O Ganesh
Chandra Avenue, P.S Bowbazar, District Kolkata.
(28) JEEVANJYOTI INFOTECH PRIVATE LIMITED
(PAN:AABCI4413R),(CIN:
U72200WB2005PTC105555 the company
incorporated under the Companies Act, 1956
having his respective registered offices at 8/1,
Princep Street, 3rd floor, Kolkata – 700 072,
P.O Dharmatala, P.S Bowbazar, District
Kolkata.
(29) UNICORN DEALTRADE PRIVATE LIMITED
(PAN:AAFCA4866J),(CIN:
U51109WB2005PTC105618) the company
incorporated under the Companies Act, 1956
having its respective registered offices at 60,
Bentinck Street, 4th floor, Kolkata – 700 069,
P.OHare Street, P.S- Hare Street.
(30) FRONTLINE DEALCOMM PRIVATE
LIMITED(PAN:AACCN2128B),(CIN:
U51109WB2005PTC105950) the company
incorporated under the Companies Act, 1956

having its respective registered offices at 8/1, Princep Street, 3rd floor, Kolkata - 700 072, P.O. Dharmatala, P.S. Bowbazar District Kolkata. (31) INDIGO PROJECTS PRIVATE LTD. (PAN: AABCI8687B),(CIN:U45400WB2008PTC121822) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, R.N.Mukherjee Road, 3rd floor, Suit No. 'A', Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street District Kolkata. (32) KAILASH KUMAR ROONGTA HUF (PAN: AACHK5148P) a Hindu Undivided Family having its office at 25, R. N. Mukherjee Road, Suite No. F, 4th floor, Kolkata - 700 001, Police Station - Hare Street, Post Office R. N. Mukherjee Road, District-Kolkata. DEALCOMM (33) SHREESIDHI PRIVATE LIMITED(PAN:AAKCS5438B),(CIN: U51109WB2007PTC112901) the company incorporated under the Companies Act, 1956 having its respective registered offices at 25, **R.N.Mukherjee** Road, 3rd floor, Suit No. 'A'Kolkata-700 001, P.O.- R. N. Mukherjee Road, P.S. Hare Street, District Kolkata. (34) RUPAK TRADING PRIVATE LIMITED(PAN: (AABCR2787D),(CIN:U52321WB1996PTC076999

) the company incorporated under the Companies Act, 1956 having its respective registered offices at 63, Radha Bazar Street, 3rd floor, Room No. 29, Kolkata-700 001, P.O. GPO, P.S. Hare Street, District Kolkata.

(35) PUSHPA DEVI DROLIA (PAN: ACQPD4305B), daughter of Madan Lal Lachhiramka, by Nationality- Indian, by Religion - Hindu, by Occupation – house wife, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town, Kolkata-700 055 P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas.

(36) VINEET DROLIA (PAN: ALWPD7178D) son of Parmanand Drolia, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at 183, Bangur Avenue, Block-B, P.S.-Lake Town, Kolkata-700 055, P.O. Bangur Avenue, P.S. Lake Town, District- North 24 Parganas.

(37) BINOD KUMAR DROLIA (PAN: ACSPD8375K) son of Govind Ram Drolia by Nationality- Indian, by Religion - Hindu, by Occupation – Business.

(38) SUSHILA DROLIA (PAN: ADRPD2978A) daughter of Jagdish Prasad Poddar by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at "Satya

Niket", BC-260, Sector-I, Salt Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake, P.S. Bidhan Nagar **District- North 24 Parganas**, (39) NIKUNJ DROLIA (PAN: AIHPD2302F)son of Pramod Kumar Drolia by Nationality- Indian, by **Religion - Hindu, by Occupation - Business,** (40) TANUJ DROLIA (PAN: ALBPD0218K) son of Bimal Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, both residing at "Maruti Sadan", 12, Dover Park, 3rd floor, Flat No.4B,Kolkata-700 019 **P.O**. Ballygunge, P.S. Ballygunge, District- South 24 Parganas. (41) PRATUSH DROLIA (PAN:ALCPD1694E) son of Pawan Kumar Drolia by Nationality- Indian, by Religion - Hindu, by Occupation - Business, residing at P-2, CIT Road, Scheme VI M, Kankurgachi, Kolkata-700 064 P.O. Kankurgachi, P.S. Phool Bagan, District- South 24 Parganas SANTOSH KUMAR **ROONGTA** (42) (PAN: ADDPR5812P) son of Late Jugal Kishore Roongta, by Nationality- Indian, by Religion - Hindu, by Occupation - Business, presently residing at AD-29, salt Lake City, Sector-I, Kolkata-70064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar (NORTH), **District- North 24 Parganas.**

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

(48) SHREY ROONGTA (PAN: ADNPR4012R) son of Kailash Kumar Roongta by Nationality- Indian,
by Religion - Hindu, by Occupation - Business,
(49) KIRAN ROONGTA(PAN: ADMPR6723J)
daughter of Shyam Sundar Poddar by Nationality-
Indian, by Religion - Hindu, by Occupation - Business.
(50) BELA ROONGTA(PAN: ADOPR8481R)
daughter of Jugal Kishore Saraf by Nationality-
Indian, by Religion - Hindu, by Occupation - Business.
(51) ANITA ROONGTA(PAN: ADIPR1963N)
daughter of Bishwanath Kedia by Nationality-
Indian, by Religion - Hindu, by Occupation - Business.
(52) RUCHI ROONGTA (PAN: ACHPC6272B)
daughter of Bimal Kumar Choudhary by
Nationality- Indian, by Religion - Hindu, by Occupation – Business.
- (53) MOHANLAL ROONGTA(PAN: ACQPR4029N)
son of Deoki Nandan Roongta by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business.
(54) RAJESH ROONGTA(PAN: ADEPR0962R) son of
Om Prakash Roongta by Nationality- Indian, by
Religion - Hindu, by Occupation - Business, (55)

RAKESH ROONGTA(PAN: ADEPR1898J) son of Om Prakash Roongta by Nationality- Indian, by **Religion - Hindu, by Occupation - Business.** (56) ΙΥΟΤΙ **ROONGTA(PAN:** ADJPR8090H) daughter of Shyam Sundar Choudhary by Nationality- Indian, by Religion - Hindu, by **Occupation - Business, Serial Nos. 55 and 56 both** residing of AD-29, Salt lake City, Sector-1, Kolkata-700 064, P.O.- C.C. Block, Salt Lake,, P.S.-Bidhan Nagar (NORTH), District- North 24 Parganas presently residing at 903, Pushkar Tower, Judges Bunglow Road, Bodakdev, Ahemdabad - 3800 064. (57) ABHISHEK ROONGTA (PAN: AHZPR6983P) son of Subhash Kumar Roongta by Nationality-Indian, by Religion - Hindu, by Occupation -**Business**. (58) ADITI BAJAJ(PAN: ALTPR7779M) daughter of Subhash Kumar Roongta by Nationality-Indian, by Religion - Hindu, by Occupation -(59) **Business**, **PUSHPA ROONGTA(PAN:** AGGPR2021N) daughter of Desh Bhakt Bhawsingka, by Nationality- Indian, by Religion -Hindu, by Occupation - Business, Serial Nos. 46 to 54 and serial Nos. 57 to 59 all their residing at AD-29, Salt Lake City, Sector-1, Kolkata- 700 064 P.O. C.C. Block, Salt Lake, P.S. Bidhan Nagar

(NORTH), District- North 24 Parganas
(60) JUGAL KISHORE ROONGTA HUF (PAN:
AADHJ7626Q) of 25 R.N.Mukherjee Road, 4th
floor, Suit-F, Police Station - Hare Street, Post
Office - R. N. Mukherjee Road, District- Kolkata.
Kolkata-700 001.
(61) MOHANLAL ROONGTA HUF(PAN:
AAMHM5877M) a Hindu Undivided Family having
its office at 25, R. N. Mukherjee Lane, Suit-F, 4th
floor, Kolkata-700 001 P.O. R. N. Mukherjee Road,
P.S. Hare Street.
(62) RAJESH ROONGTA HUF(PAN: AAHHR6153G)
a Hindu Undivided Family having its office at 25,
R.N.Mukherjee Road, Suit-F, 4th floor, Kolkata -
700 001 P.O. R.N.Mukherjee Road, P.S. Hare
Street
(63) PAWAN KUMAR DROLIA(PAN: ADEPD5688C)
son of Late Sawal Ram Drolia by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business.
(64) SUNITA DROLIA(PAN: ADPPD3502Q) wife of
Pawan Kumar Drolia by Nationality- Indian, by
Religion - Hindu, by Occupation - house wife, both
the persons detailed in Serial Nos. 61 and 62
herein above respectively residing at P-2, CIT
Road, 2nd Floor, Scheme – VIM, Kolkata – 700054,

Police Station - Phool Bagan, Post Office -
Kankurgachi, District- South 24 Parganas.
(65) SHARWAN KUMAR DROLIA(PAN: ADVPD8756C)
son of Late Sawal Ram Drolia by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business, residing at "Manjushree Apartment",
24G, Sura Third Lane, 3rd floor, Kolkata – 700
010 P.O. Beliaghata, P.S. Nandi House, Beliaghata,
District- South 24 Parganas,
(66) ADESH SARAF(PAN: AVFPS7352H) son of
Mukesh Saraf by Nationality- Indian, by Religion -
Hindu, by Occupation - Business, residing at 45,
Hazra Road, 4th floor, Kolkata – 700 019 P.O.
Ballygunge, P.S. Ballygunge, District- South 24
Parganas.
(67) SUSHIL KUMAR KAJARIA (PAN: AYLPK6455E)
son of Late Ram Avtar Kajaria by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business,
(68) ASHISH KAJARIA (PAN: AJEPK0498H) son of
Sushil Kumar Kajaria by Nationality- Indian, by
Religion - Hindu, by Occupation - Business,
(69) SITA KAJARIA (PAN: AFGPK6663N)wife of
Sushil Kumar Kajaria by Nationality- Indian, by
Religion - Hindu, by Occupation - house wife,
Serial Nos. 67 to 69 all their residing at CL-196,

Salt Lake City, Sector-II, Ground Floor, Kolkata –
700 091 P.O. Bidhan Nagar Sech Bhavan, P.S.
Bidhan Nagar East, District- North 24 Parganas,
(70) SUSHIL KUMAR KAJARIA HUF (PAN:
AAJHS3232B) a Hindu Undivided Family having
its office at 30, Madan Chatterjee Lane, Kolkata –
700 007, P.O-Burrabazar, P.SBurrabazar
(71) SHRADHA AGARWAL(PAN: ALBPP7143H)
daughter of Sushil Kumar Poddar by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business.
(72) RAUSHAN AGARWAL (PAN: AGAPA5265D)
son of Vijay Kumar Agarwal by Nationality-
Indian, by Religion - Hindu, by Occupation -
Business, Serial Nos. 71 and 72 both are residing
at P-204B, Lake Town, Block-B, P.S lake Town,
Kolkata- 700 089 P.O. Lake Town, P.S. Lake Town,
District- North 24 Parganas,
(73) SMT. SUDHA AGARWAL (PAN: ADEPA0099A)
wife of Shri Niranjan Kumar Agarwal by
Nationality- Indian, by Religion - Hindu, by
Occupation - house wife, residing at P-337, Block-
A, Lake Town, Kolkata- 700 089 P.O. Lake Town,
P.S. Lake Town, District- North 24 Parganas.

(74) PARMANANDA DROLIA (PAN ADSPD5139Q),
Son of Puranmal Drolia, by Nationality- Indian, by
Religion - Hindu, by Occupation - Business,
presently residing at 183, Bangur Avenue, Block-
B, P.S Lake Town, Kolkata-700 055 P.O. Bangur
Avenue, P.S. Lake Town, District- North 24
Parganas.
(75) SAGAR AWAS PRIVATE LIMITED (PAN NO.
AALCS9084Q)(CINNO.U4500WB2008PTC184088)
a company existing under the Companies Act,
2013, having its registered office at 63, Radha
Bazar Street, 3rd Floor, Room. No. T/43, Kolkata –
700 001, Police Station - Hare Street, Post Office -
Kolkata - GPO, District- Kolkata.
(76) AASMA VINCOM PRIVATE LIMITED (PAN NO.
AAHCA5811B)(CIN
NO.U51909WB2009PTC132764) a company
existing under the Companies Act, 2013, having
its registered office at: 9/12, Lal Bazar Street,
Block – E, 3rd Floor, Room. No. 8A, Police Station -
Bowbazar, Post Office - Kolkata-GPO, District-
Kolkata.
(77) ESQUIRE IMPEX PRIVATE LIMITED (PAN NO.
AAACE3224F)(CIN
NO.U51219TN1985PTC043197) a company
existing under the Companies Act, 2013, having
its registered office at 141, Choolai High Road,
no registereu vinte al 141, titutai ingli Nudu,

	Chennai - 600112, Police Station Periamet, Post				
	Office Choolai, District-Chennai, State of Tamil				
	nadu.				
	(78) VG SHELTERS PRIVATE LIMITED (PAN NO.				
	AAECV4383J)(CIN				
	NO.U45400WB2008PTC12856) a company				
	existing under the Companies Act, 2013, having				
	its registered office at 25, R. N. Mukherjee Road,				
	3rd Floor, Suite – A, Kolkata – 700001, Police				
	Station - Hare Street, Post Office - R. N. Mukherjee				
	Road, District- Kolkata. Serial Nos. 01 and 78				
	represented by its Constituted Attorney, BINOD				
	KUMAR DROLIA (PAN: ACSPD8375K) son of				
	Govind Ram Drolia by Nationality- Indian, by				
	Religion - Hindu, by Occupation - Business				
	residing at "Satya Niket", BC-260, Sector-I, Salt				
	Lake, Kolkata-700 064 P.O. C.C. Block Salt Lake,				
	P.S. Bidhan Nagar District- North 24 Parganas				
Particulars	BADU ROAD DEVELOPERS LLP, (PAN:				
of	AAMFB0532C)a Limited Liability Partnership				
Developer	registered under the Limited Liability Partnership				
	Act 2008 and having its office at 1 Lu-Shun Sarani,				
	Post Office-Chittaranjan Avenue, Police Station-				
	Bowbazar, Kolkata – 700073, District-Kolkata				
	represented by its Designated Partner MR. CHETAN				
	TODI (PAN: AFTPT0425J) & MR. RISHI TODI (PAN:				
	ABUPT6543N), son of Mr. Pawan Kumar Todi, by				

	Nationality-	Indian, by H	Religion - Hi	ndu, by	
	Occupation - Business, residing at 2, Queens Park,				
	Kolkata - 700 019, Police Station Ballygunge, Post				
	Office Ballygunge, District- South 24 Parganas.				
Particulars		_ (PAN No:_)	(Aadhar	
of	no)	son of	by faith H	by faith Hindu, by	
Purchaser	occupation	business	residing	at	
		Kolkata	a, West	Bengal-	
	7000				

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 And The Properties Appurtenant Thereto.

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.

