		Indenture		
Date:				
Place: Kolk	ata			
Parties:				
3.1 Acan	thus Estates Privat vanies Act, 2013, havin	e Limited, a comp	any governed by e at P-12, New Ho	the provisions of wrah Bridge Appro

- Road, 1st Floor, Room No. 111, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AALCA6142R].
- 3.2 Amanat Traders Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 18A, Mayfair Road, Flat No. 3A/1, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAGCA4233L].
- 3.3 **Bhairavkripa Impex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB5151R].
- 3.4 **Gyaneshwar Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6505D].
- 3.5 **Jograj Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0133H].
- 3.6 **Jograj Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0134A].
- 3.7 **Jograj Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0136C].
- 3.8 **Khatuwala Griha Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7024K].
- 3.9 Mackenzie Barter Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAICM3813C].
- 3.10 Magnitude Realestate Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7914N].
- 3.11 **Rasberry Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAGCR2270N].

- 3.12 Ricardia Vincom Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAGCR3671K].
- 3.13 **Tangerime Villa Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECT5996K].
- 3.14 **Tiffany Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECT5018L].
- 3.15 Wisecrack Marketing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AABCW3927G].
- 3.16 Siddha Real Estate Development Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 99A, Park Street, 7th Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAJCS6830L].

all are represented by their authorized signatory \_\_\_\_\_\_, son of , by faith \_\_\_\_\_, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN \_\_\_\_\_\_)

(Collectively **Transferors** which expression shall include its successors-in-interest)

### And

3.17 **Siddha Sphere LLP**, a limited liability partnership incorporated under the Limited Partnership Act, 2008, having its registered office at 6<sup>th</sup> Floor, 99A, Park Street, Siddha Park, Kolkata-700016, Police Station Park Street (**PAN ACBFS0997D**) represented by its authorized signatory \_\_\_\_\_\_\_, son of \_\_\_\_\_\_\_, by faith \_\_\_\_\_\_, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN** \_\_\_\_\_\_\_)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

### And

3.18 Aadharseela Dealers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAJCA1846L].

- 3.19 Aadharseela Tie Up Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAJCA1847M].
- 3.20 Aadharseela Tower Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAJCA1844J].
- 3.21 Actpro Properties Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at Martin Burn House, 1, R. N. Mukherjee Road Room No.407, 4th Floor, Kolkata Kolkata WB 700001, West Bengal [PAN AALCA6785E].
- 3.22 Acyumen Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AALCA2835P].
- 3.23 Acyumen Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AALCA2831K].
- 3.24 Adimurti Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [PAN AAKCA9963F].
- 3.25 Adishakti Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 35A, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAICA7983P].
- 3.26 Advika Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAKCA1936G].
- 3.27 Agapetes Tradecom Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAKCA5450H].
- 3.28 **Aksharvani Commercial Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAMCA3133H].
- 3.29 **Alobha Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani

- Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AALCA0639F].
- 3.30 Amal Agrawala, a company governed by the provisions of the Companies Act, 2013, having its registered office at 35A, Ballygunge Park, Post Office Ballygunge, Police Station Karaya, District South 24 Parganas, Kolkata 700019, West Bengal [PAN BEZPA6449D].
- 3.31 Amal Builders Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAKCS0692H].
- 3.32 Amal Infraventures Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAKCA1938J].
- 3.33 Amaltas Realtors Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAKCA1626M].
- 3.34 Anumati Estates Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAKCA9960G].
- 3.35 Apricot Barter Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAJCA2596H].
- 3.36 Aroha Tradelink Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [PAN AANCA0793L].
- 3.37 Artview Distributors Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AALCA6786H].
- 3.38 Avacado Mercantile Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AALCA5338F].
- 3.39 Average Buildcon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAMCA6796J].

- 3.40 Average Developers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAMCA6797K].
- 3.41 Awesome Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 35A, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAICA7984L].
- 3.42 **Badiberi Marketing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB0559B].
- 3.43 **Badiberi Trading Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB0667R].
- 3.44 **Baladeva Awasan Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCB2051E].
- 3.45 **Balin Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB2462H].
- 3.46 Banke Bihari Constructions Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB1663A].
- 3.47 Banke Bihari Griha Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB1662B].
- 3.48 Banke Bihari Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB1659J].
- 3.49 Banke Bihari Infradev Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB1611C].

- 3.50 **Barberry Commotrade Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 2, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAECB4505E].
- 3.51 **Baviscon Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB3455J].
- 3.52 **Benibara Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB4547B].
- 3.53 **Bhalchandra Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB3312G].
- 3.54 **Bonneville Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCB4504L].
- 3.55 **Booster Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB3456M].
- 3.56 **Boronia Commosale Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCB0023L].
- 3.57 **Brightman Developer Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCB6435A].
- 3.58 **Brim Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECB6600Q].
- 3.59 **Brim Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECB6601R].
- 3.60 **Brisk Sales Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECB6603P].

- 3.61 **Broad Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECB6461H].
- 3.62 **Buglosse Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCB0022M].
- 3.63 Calycanthus Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, District Howrah, PIN 711101, West Bengal [PAN AAFCC5137Q].
- 3.64 Camellia Barter Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECC3072H].
- 3.65 Camerton Developers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [PAN AAFCC6663B].
- 3.66 Camerton Highrise Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [PAN AAFCC6903N].
- 3.67 **Camomile Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECC3073G].
- 3.68 Candycane Properties Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCC5141G].
- 3.69 Candytuft Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, District Howrah, PIN 711101, West Bengal [PAN AAFCC5136R].
- 3.70 Casuarina Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [PAN AAFCC2998D].
- 3.71 **Cattexa Realcom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach

- Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECC8293N].
- 3.72 Champagne Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCC2229R].
- 3.73 **Clematis Dealcom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECC7606F].
- 3.74 **Copenhagen Dealers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCC0048N].
- 3.75 Cornslik Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCC5142F].
- 3.76 Cosmos Mansions Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECC6924A].
- 3.77 Crossway Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECC6255E].
- 3.78 **Delphinium Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECD1075B].
- 3.79 **Digvijay Tieup Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AACCD4053D].
- 3.80 **Dristi Infradevelopers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAECD2583N].
- 3.81 **Edelweiss Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCE6364N].

- 3.82 Entice Projects OPC Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 8A, Kolupukur Road, 1st Floor, C/O Ajay Kumar Seksaria, RGM 4, Flat No. 1G, Post Office Hatiara, Police Station Baguihati, Kolkata 700157, West Bengal [PAN AADCE7155L].
- 3.83 **Eyebright Heights Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AADCE5629B].
- 3.84 Freesia Ventures Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AABCF8877A].
- 3.85 **Fujimum Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AABCF8878R].
- 3.86 **Galloway Vyapaar Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCG1524K].
- 3.87 **Gardenia Impex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECG4708J].
- 3.88 Gilliflower Developers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 111, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECG7391R].
- 3.89 **Gladiolus Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECG1522A].
- 3.90 Goldenrod Vinimay Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAECG1521D].
- 3.91 Goldensight Property Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCG2368D].
- 3.92 **Gomphrena Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach

- Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECG5508L].
- 3.93 Gopalpriya Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6506A].
- 3.94 Gopalpriya Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6503F].
- 3.95 Gopalpriya Infrastructure Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6501H].
- 3.96 Gopalpriya Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6791M].
- 3.97 **Greendom Vyapaar Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCG2107E].
- 3.98 Growfast Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCG6335G].
- 3.99 Gyaneshwar Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6502E].
- 3.100 Gyaneshwar Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6504C].
- 3.101 **Gyaneshwari Infratech Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAECG7337H].
- 3.102 Hazel Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCH7817D].

- 3.103 **Hibiscus Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCH8735L].
- 3.104 Honeysuckle Construction Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AADCH3177M].
- 3.105 **Hosta Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCH8738H].
- 3.106 **Jadevine Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AADCJ0769M].
- 3.107 **Jograj Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0137D].
- 3.108 **Jograj Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0135B].
- 3.109 Kamlapati Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7017N].
- 3.110 Kamlapati Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7335D].
- 3.111 Khatuwala Buildcon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7021N].
- 3.112 Khatuwala Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7137M].

- 3.113 Khatuwala Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7020P].
- 3.114 Khatuwala Infrastructure Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7019C].
- 3.115 Khatuwala Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7018D].
- 3.116 Khatuwala Realcon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7023Q].
- 3.117 **Laburnum Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCL2711L].
- 3.118 Madhurashi Infra Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAICN3833G].
- 3.119 Magnitude Constructions Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7913M].
- 3.120 Magnitude Developers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7917R].
- 3.121 Magnitude Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7915P].
- 3.122 Magnitude Tower Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7920Q].
- 3.123 **Mahabala Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st

- Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAHCM9531A].
- 3.124 Mahatru Infra Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAICM2546G].
- 3.125 Mangalnayak Business Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAJCM0204E].
- 3.126 Maryland Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 28, B.T. Road, Post Office Cossipore, Police Station Cossipore, Kolkata 700002, West Bengal [PAN AAICM2503M].
- 3.127 **Maxtor Hirise Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAICM6642D].
- 3.128 Megabyte Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7926J].
- 3.129 **Megabyte Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM7916Q].
- 3.130 Mini Realtors Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAHCM7173J].
- 3.131 Moneyfold Builders Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM3891L].
- 3.132 Moneyfold Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM3890M].
- 3.133 Moneyfold Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM3889N].

- 3.134 Moneyfold Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM3888P].
- 3.135 Moredadi Merchants Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAICM1465E].
- 3.136 Mormukut Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1458M].
- 3.137 Mormukut Griha Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1450D].
- 3.138 Mormukut Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1455G].
- 3.139 Mormukut Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1447N].
- 3.140 Mormukut Infrastructure Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1453A].
- 3.141 Mormukut Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1454H].
- 3.142 Mormukut Projects Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1457E].
- 3.143 Mormukut Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1459L].
- 3.144 Mormukut Real Estate Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post

- Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1452B].
- 3.145 Mormukut Realtech Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1451C].
- 3.146 Multifold Vinimay Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCM3569J].
- 3.147 Ownstyle Sales Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AABCO8479M].
- 3.148 Pacify Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3689E].
- 3.149 **Pacify Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3690D].
- 3.150 Pacify Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3410D].
- 3.151 Pacify Hirise Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3393B].
- 3.152 Pacify Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3392A].
- 3.153 Pacify Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3405E].
- 3.154 Pacify Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP4730A].

- 3.155 Pacify Properties Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3414H].
- 3.156 Pacify Realcon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3391D].
- 3.157 Pacify Tower Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3419L].
- 3.158 Pansy Mercantile Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middya Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [PAN AAGCP5056Q].
- 3.159 Paramount Trexim Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8481Q].
- 3.160 **Parsley Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAFCP8916J].
- 3.161 **Patkai Awas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAHCP0955D].
- 3.162 **Periwinkle Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAGCP4038A].
- 3.163 **Polemonium Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAGCP6387E].
- 3.164 **Poppy Tradelink Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAGCP8205K].
- 3.165 **Popstar Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post

- Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCP3129E].
- 3.166 Popstar Realestate Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCP9932P].
- 3.167 **Power Point Buildcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8476M].
- 3.168 Power Point Dealers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8480R].
- 3.169 **Power Point Reality Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8479E].
- 3.170 **Power Point Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8475J].
- 3.171 Power Point Tracom Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCP8478F].
- 3.172 Pradyumna Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCP5195G].
- 3.173 **Pradyumna Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCP5194H].
- 3.174 Pradyumna Realtors Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCP5193A].
- 3.175 **Premio Traders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAHCP1998C].

- 3.176 **Prunella Tradecom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middya Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [PAN AAGCP6386F].
- 3.177 **Recoup Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCR4145R].
- 3.178 Relay Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCR5692E].
- 3.179 **Reward Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCR2464L].
- 3.180 **Riya Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, 1st Floor, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECR8645R].
- 3.181 **Rosebud Commodeal Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [PAN AAFCR5573F].
- 3.182 Round Heights Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCR5694C].
- 3.183 Rover Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAGCR2463P].
- 3.184 Rukmani Dealers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCR6030F].
- 3.185 **Samridhipurn Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AATCS2445M].

- 3.186 Scarlet Nirman Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAQCS6067G].
- 3.187 Shaktidhar Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5677E].
- 3.188 Shaktidhar Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5678M].
- 3.189 Shivalik Infradevelopers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 18A, Mayfair Road, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAOCS7367P].
- 3.190 Siddha Projects Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 99A, Park Street, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCS2687R].
- 3.191 Siddhidata Tie Up Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAQCS5772A].
- 3.192 Siddhidata Tracom Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAQCS5775H].
- 3.193 Smita Tradecom Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAQCS7377F].
- 3.194 Snehsil Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAUCS6266M].
- 3.195 Snehsil Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAUCS6262R].
- 3.196 **Snowball Impex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam

- Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [PAN AAQCS6470F].
- 3.197 Someshwara Complex Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5452R].
- 3.198 Someshwara Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5453Q].
- 3.199 Someshwara Hirise Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5451N].
- 3.200 Someshwara Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AASCS5676F].
- 3.201 **Sophie Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middya Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [PAN AASCS9702L].
- 3.202 Steadfast Properties Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAVCS1523N].
- 3.203 Sun View Infracon Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAPCS3385Q].
- 3.204 Surjalmata Developers Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AASCS4641J].
- 3.205 Surjalmata Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AASCS4640K].
- 3.206 **Tejaswani Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECT5071F].

- 3.207 **Tejaswani Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECT5072G].
- 3.208 **Token Sales Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCT9299A].
- 3.209 **Toronado Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middya Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [PAN AAECT7178H].
- 3.210 Trilokpati Enclave Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECT1842L].
- 3.211 **Trilokpati Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECT1841K].
- 3.212 **Tropex Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AACCT4831H].
- 3.213 **Udarkriti Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AABCU6621M].
- 3.214 Unnati Sales Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAACU8339B].
- 3.215 **Unwavering Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AABCU6622J].
- 3.216 Varca Commerce Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECV5344H].

- 3.217 **Verbena Commotrade Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECV0577E].
- 3.218 **Viewtech Trading Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAECV4626Q].
- 3.219 Vinca Commotrade Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AADCV9804F].
- 3.220 **Vishwaraja Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECV3107E].
- 3.221 Vishwaraja Housing Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECV3090J].
- 3.222 Vishwaraja Infradev Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECV3089R].
- 3.223 Vishwaraja Promoters Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECV3154H].
- 3.224 Viviana Heights Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middya Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [PAN AAECV6646A].
- 3.225 Vrajesh Ventures Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECV1992M].
- 3.226 Wonder Vyapaar Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAACW6476D].
- 3.227 Yaduvir Builders Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st

Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal **TPAN AAACY5787B**]

3.228	Yaduvir Traders Private Limited, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAACY5737B].
	All are represented by its authorized signatory,, son of
	working for gain at Siddha Park, 99A Park Street, Kolkata-
	700016, Police Station Park Street (PAN)
	(Collectively <b>Confirming Parties</b> , include successors-in-interest)
3.229	
3.230	
herein	after individually referred to as such or as Party and collectively as Parties.  IS INDENTURE WITNESSES AS FOLLOWS:  ct Matter of Indenture
measu balcon less, le apartn "2" (Said registe (Act), Benga Indust Registe measu equiva to 839	Apartment: Residential Apartment No on the floor, having carpet area of (

Khatian Nos. 2527, 2528, 2567, 2568, 2569, 2587, 2588, 2589, 2590, 2596, 2608, 2609, 2610, 2923 & 2996, J.L. No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station

Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, PIN-700135 and Nos. AAIIC/OP/30. AAIIC/OP/31. AAIIC/OP/32. AAIIC/OP/33. AAIIC/OP/34 and AAIIC/OP/36 recorded in HIDCO Assessee Nos. 008-1010-e-00-00001-20,007-1010-e-00-00001-20,006-1010-e-00-00001-20,005-1010-e-00-00001-20,004-1010-e-00-00001-20 & 002-1010-e-00-00001-20, under Police Station New Town, within the jurisdiction of New Town Kolkata Development Authority (erstwhile within Mouza Raigachi, J.L. No. 12, under Rajarhat Bishnupur No. I Gram Panchayet), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, PIN -700161, as delineated in Blue colour boundary line on the Plan annexed hereto and marked as Annexure "1" and more particularly described in the Schedule A-2 below (Project Property). The Real Estate Project has been developed as a phase (Phase III) of the Whole Project (defined in 5.10.1 (iii) below) named Siddha Galaxia (Said Complex), constructed/being constructed on land measuring 2722.1212 (two thousand seven hundred twenty two and point one two one two) decimal equivalent to 1649.7704 (one thousand six hundred forty nine and point seven seven zero four) cottah equivalents to 110352.54 (one lac ten thousand three hundred fifty two and point five four) square meter in R.S./L.R. Dag Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 605, 606, 607, 610, 612, 613, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 & AAIIC/OP/36, at Mouza Raigachi, J.L. No. 12, Police Station Rajarhat, PIN-700161, within the jurisdiction of RBGP, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, which is more particularly described in the Schedule A-1 below and is delineated in Red colour boundary line on the Plan annexed hereto and marked as Annexure "1" (Larger Property).

- 4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.
- 4.3 Said Parking Space: The right to park in the parking space/s described in the Schedule B below (Said Parking Space), if any.
- 4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule C** below (**Common Areas**).
- 4.5 **Said Apartment And Appurtenances:** The subject matter of this Indenture are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively, which are collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

## 5. Background

5.1 Entitlement to Larger Property: The Transferors are the jointly entitled to (a) land measuring 207.3382 (two hundred seven point three three eight two) decimal equivalent to 125.6595 (one hundred and twenty five point six five nine five) cottah equivalents to 8390.6094 (eight thousand three hundred and ninety point six zero nine four), comprised in R.S./L.R. Dag Nos., 641, 642, 643, 644, 645, 646, 654, 655, in Mouza Raigachi, recorded in L.R. Khatian Nos. 2527, 2528, 2567, 2568, 2569, 2587, 2588, 2589, 2590, 2596, 2608, 2609, 2610, 2923 & 2996, J.L. No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, and HIDCO Plot Nos. AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 and AAIIC/OP/36 recorded in HIDCO Assessee Nos. 008-1010-e-00-00001-20, 007-1010-e-00-00001-20 & 200001-20, 006-1010-e-00-00001-20, 005-1010-e-00-00001-20, 004-1010-e-00-00001-20 & 200001-20, 006-1010-e-00-00001-20, 005-1010-e-00-00001-20, 006-1010-e-00-00001-20

002-1010-e-00-00001-20, under Police Station New Town, within the jurisdiction of New Town Kolkata Development Authority (erstwhile within Mouza Raigachi, J.L. No. 12, under Rajarhat Bishnupur No. I Gram Panchayet), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, PIN -700161 ("Project Property") and the Transferors and the Confirming Parties are also jointly entitled to land measuring 2722.1212 (two thousand seven hundred twenty two point one two one two) decimal equivalent to 1649.7704 (one thousand six hundred forty nine point seven seven zero four) cottah equivalents to 110352.54 (one lac ten thousand three hundred fifty two point five four) square meter in R.S./L.R. Dag Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 605, 606, 607, 610, 612, 613, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 & AAIIC/OP/36, within Mouza Raigachi, JL No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, which is more particularly described in Schedule A-1 below and is delineated by Red colour boundary line on the Plan annexed hereto and marked as Annexure "1" ("Larger Property"). In this regard it is clarified that the Larger Property comprises of certain parcels of land, which have been and/or may be acquired by lease from the West Bengal Housing Infrastructure Development Corporation and/or purchased by the Transferor/s and/or other entities at a later date, and in the event of such purchase or lease, such additional land purchased/leased by the Transferor/s and/or other entities shall form part of the Whole Project (defined in Recital I (iii) below) being developed by the Promoter. The Transferors have become entitled to the Project Property vide 22 (twenty two) separate Deeds of Transfer i.e.(1) Deed of Sale dated 18th July, 2012 registered in the Office of the A.R.A.-II, Kolkata Book I, Volume No. 35, Pages 1731 to 1734, being Deed No. 9238 for the year 2012 (2) Deed of Sale dated 14th August, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 59, Pages 4372 to 4387, being Deed No. 14936 for the year 2012; ( (3) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4382 to 4396, being Deed No. 11597 for the year 2013; (4) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4352 to 4366, being Deed No. 11595 for the year 2013; (5) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4367 to 4381, being Deed No. 11596 for the year 2013; (6) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4206 to 4220, being Deed No. 11589 for the year 2013; (7) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4191 to 4205, being Deed No. 11588 for the year 2013; (8) Deed of Sale dated 19th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 35, Pages 5782 to 5800, being Deed No. 12019 for the year 2013; (9) Deed of Sale dated 10th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 34, Pages 4337 to 4351, being Deed No. 11594 for the year 2013; (10) Deed of Sale dated 22nd January, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 4, Pages 7012 to 7025, being Deed No. 1136 for the year 2013; (11) Deed of Sale dated 29th March, 2014, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 19, Pages 1364 to 1379, being Deed No. 4059 for the year 2014; (12) Deed of Sale dated 22nd January, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 4, Pages 7123 to 7136, being Deed No. 1140 for the year 2013; (13) Deed of Sale dated 12th April, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 26, Pages 1085 to 1099, being Deed No. 8439 for the year 2013; (14) Deed of Sale dated 12th April, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 26, Pages 1055 to 1069, being Deed No. 8437 for the year 2013; (15) Deed of Sale dated 22nd January, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 4, Pages 7109 to 7122, being Deed No. 1139 for the year 2013; (16) Deed of Sale dated 19th August, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 35, Pages 5801 to 5819, being Deed No. 12020 for the year 2013; (17) Deed of Lease dated 25th

October, 2017, registered in the Office of the DSR-II, North 24 Parganas in Book I, Volume No. 1502-2017, Pages 83467 to 83505, being Deed No. 150203270 for the year 2017; (18) Deed of Lease dated 25th October, 2017, registered in the Office of the DSR-II, North 24 Parganas, in Book I, Volume No. 1502-2017, Pages 83506 to 83544, being Deed No. 150203271 for the year 2017; (19) Deed of Lease dated 25th October, 2017, registered in the Office of the , in Book I, Volume No. 1502-2017, Pages 83545 to 83583, being Deed No. 150203272 for the year 2017 (20) Deed of Lease dated 25th October, 2017, registered in the Office of the DSR-II, North 24 Parganas, in Book I, Volume No. 1502-2017, Pages 83584 to 83622, being Deed No. 150203273; (21) Deed of Lease dated 25th October, 2017, registered in the Office of the DSR-II, North 24 Parganas, in Book I, Volume No. 1502-2017, Pages 83623 to 83661, being Deed No. 150203274 for the year 2017 and (22) Deed of Lease dated 25th October, 2017, registered in the Office of the DSR-II, North 24 Parganas, in Book I, Volume No. 1502-2018, Pages 72330 to 72371, being Deed No. 150203511 for the year 2017. The details pertaining to the title of the Transferors to the Larger Property are elucidated in the Title Reports issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively Title Report).

- 5.2 **Development Agreement:** For the purposes of developing the Project Property, the Transferors and the Promoter have entered into 4 (four) separate development agreements i.e. the Development Agreement (1) dated 9th December, 2011 (2) dated 4th February, 2015, registered in the Office of the D.S.R.-II, North 24 Parganas, in Book I, Volume No. 1, Pages 6946 to 6968, being Deed No. 422 for the year 201; (3) dated 4th February, 2015, registered in the Office of the D.S.R.-II, North 24 Parganas, in Book I, Volume No. 1, Pages 6987 to 7009, being Deed No. 424 for the year 2015 (4) dated 9th September, 2015, registered in the Office of the D.S.R.-II, North 24 Parganas, in Book I, Volume No. 1502-2015, Pages 25451 to 25589, being Deed No. 150202575 for the year 2015 and (5) dated 9th September, 2015, registered in the Office of the D.S.R.-II, North 24 Parganas , in Book I, Volume No. 1502-2015, Pages 25451 to 25589, being Deed No. 150202575 for the year 2015 and (6) dated 19th June, 2020, registered in the Office of the ARA.-IV, Kolkata, in Book I, Volume No No. 1904-2020, Pages 175694 to 176265, being Deed No. 190402950 for the year 2020 (collectively "Development Agreement"). In terms of the Development Agreement, the Promoter/Developer has become entitled to transfer, encumber or otherwise alienate or dispose off the Apartments, parking spaces and other transferrable spaces in the Said Block/Building/Project Property/Larger Property (as and where defined herein) and to appropriate the entire consideration therefor.
- Real Estate Project: The Larger Property has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and car parking spaces. The development of the Said Complex inter alia consists of (i) Block/Building Nos.1(namely Azura), 2 (namely Della), 3 (namely Oceania), 4 (namely Verdura), 5 (namely Altura) and 6 (namely Olivia), inter-alia comprising of 6 (six) Ground + 11 (G+11) storied residential buildings, being constructed upon R.S./L.R. Dag Nos. 620, 621, 622, 623, 624 and 625 of Mouza Raigachi which is portion of the Larger Property [being developed as Phase I, upon which Occupancy Certificate (issued by the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas vide Memo No. 1299/Rht, dated 26th September, 2016) is already obtained, (ii) Block/Building Nos.7A(namely Ophelia), 7B(namely Bianca),7C(namely Orion),7D(namely Cygnus),7E (namely Phoenix) and 10(namely Atlas), inter-alia comprising of 6 (six) Ground+ 13 (G+13) storied residential buildings, being constructed on a portion of the Larger Property [being developed as Phase II (HIRA No. HIRA/P/NOR/2018/000184), (iii) Block/Building No.8, inter-alia comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (MLCP) being constructed on the said portion of the Larger Property Tbeing developed as Phase II (HIRA No. HIRA/P/NOR/2018/000184) (iv) Block/Building No. 9, inter-alia comprising of 1 (one)

Ground + 3 (G+3) storied building for Club, being constructed on the said portion of the Larger Property Tbeing developed as **Phase II** (HIRA No. HIRA/P/NOR/2018/000184) (v) **Block/Building Nos. 7F** (namely Mensa) and **7G** (namely Europa), with 56 (fifty six) open parking spaces inter-alia comprising of 2 (two) Ground+ 13 (G+13) storied residential buildings, being constructed on the Project Property (vi) Rooftop skywalk constructible on the above mentioned 6 (six) (G+13) storied residential Block/Building, as mentioned above, being constructed on the said portion of the Larger Property [being developed as Phase III \_\_\_\_\_) and also constructible on the Blocks/Buildings constructible on the Project Property and portions of the Future Property, comprised within the Larger Property, the usage of which shall be permitted after completion of Whole Project (as defined in Recital I (iii) below) and (vi) Future Block/Building inter alia comprising of residential, commercial multistoried building, car parking space and completion of the rooftop skywalk of all the Block/Building to be constructed on the portion of the Larger Property, which shall be developed by the Promoter at its sole discretion, out of which (i) Block/Building Nos. 7F (namely Mensa) and 7G (namely Europa), with 56 (fifty six) open parking spaces inter-alia comprising of 2 (two) Ground+ 13 (G+13) storied residential buildings, being constructed on the Project Property, are presently being developed as a (Phase III) of the Whole Project (as defined in Recital I (iii) below) and proposed as a 'real estate project' by the Promoter and is being registered as a 'Real Estate Project' ("the Real Estate Project or Project") with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 5.4 Intimation to RBGP and Sanction of Plans: The Transferors duly intimated the RBGP about commencement of construction of the Project vide its letter dated 25<sup>th</sup> June, 2020, \_\_\_\_\_. The Promoter/Developer has obtained the layout plan, sanctioned plan (vide No. 965/RPS, dated 24<sup>th</sup> June, 2020), specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), which has been developed as a phase (**Phase III**) of the Whole Project (defined in Clause 5.10.1 (iii) below).
- 5.6 **Announcement:** The Promoter/Developer formulated a scheme and announced allotment of Apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.7 Application and Allotment to Transferees/Allottees: The Transferees/Allottees, intending to be a Transferee, upon full satisfaction of the Transferors' entitlement and the Promoter/Developer's authority to transfer, applied for allotment of the Said Apartment And Appurtenances and the Promoter/Developer has allotted the same to the Transferees/Allottees, who, in due course, entered into an agreement dated \_\_\_\_\_\_ (Said Agreement) for transfer of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of Said Block/Building:** The Promoter/Developer has completed construction of the Said Block/Building.
- 5.9 **Indenture to Transferees/Allottees:** In furtherance of the above, the Transferors and the Promoter/Developer are completing the Indenture of the Said Apartment And Appurtenances

- in favour of the Transferees/Allottees, by these presents, on the terms and conditions contained herein.
- 5.10 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Transferees/Allottees confirm that the Transferees/Allottees have accepted and agreed that the following are and shall be the conditions precedent to this Indenture:
- 5.10.1 **Understanding of Scheme by Transferees/Allottees:** The undertaking and covenant of the Transferees/Allottees that the Transferees/Allottees have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:
  - (i) **Project Property:** Block/Building Nos. 7F (namely Mensa) and 7G (namely Europa), with 56 (fifty six) open parking spaces, have been developed as **Phase III** of the Whole Project (as defined in Clause 5.10.1 (iii) below). Therefore, **Phase III** is constituted as the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project has been constructed and developed upon a portion of the Larger Property as delineated in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure** "1" hereto and more particularly described in the **Schedule A-2** below.
  - (ii) Scheme of Development of Larger Property: The detailed scheme of development attached as Annexure "1" discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property shall be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in Annexure "1" or in such other manner as may be possible under the relevant /applicable laws.
  - (iii) Whole Project: The Promoter/Developer is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Clause 5.3 above (the phase-wise development of the entirety of the Larger Property as envisaged in the Clause 5.3 above and as also mentioned/contemplated in the other portions of this Indenture hereinafter referred to as the Whole Project).
  - (iv) Other Residential Component: Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (Other Residential Component) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.
  - (v) Other Residential Exclusive Amenities: The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (Other Residential Exclusive Amenities) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Transferees/Allottees of the Other Residential Component and, may not be available to the Transferees/Allottees or any other transferee/allottee/occupant(s) of apartments in the Real Estate Project.
  - (vi) Non-Residential Component: Further, the Promoter/Developer proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (Non-Residential Component) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

- (vii) Non-Residential Exclusive Amenities: On the Larger Property, the Promoter/Developer also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the transferee/allottee/occupant(s)of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the transferee/allottee/occupant(s) of the Real Estate Project and the Other Residential Component (Non-Residential Exclusive Amenities).
- (viii) Further Development: The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities.
- (ix) Limited Areas And Facilities: The Transferees/Allottees agree that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee(s) of such apartments and to the exclusion of other allottee(s) in the Real Estate Project (Limited Areas And Facilities). The Transferees/Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Transferees/Allottees in the Said Apartment And Appurtenances and as more particularly described in the Schedule B hereunder written. The Transferees/Allottees agree to not use the Limited Areas And Facilities identified for other allottee(s) nor shall the Transferees/Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee(s) and/or the usage thereof.
- (x) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Transferees/Allottees and other allottee(s) on a non-exclusive basis are listed in the **Schedule C** hereunder written.
- (xi) Whole Project Included Amenities: The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottee and other allottee(s) in the Whole Project on a non-exclusive basis (Whole Project Included Amenities) are listed in the Schedule D hereunder written. The Transferees/Allottees agree and accept that it shall not be obligatory for the Promoter/Developer to complete the Whole Project Included Amenities (as listed in Schedule D below) in all respects prior to handing over of possession of the Said Apartment to the Transferees/Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Transferees/Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.
- (xii) Maximum FAR: The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities, and construct additional built-up area by way of (i) additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being transferred hereunder, and to carry out construction work accordingly. The Transferees/Allottees hereby irrevocably agree and gives his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Transferees'/Allottees' consent contemplated under the relevant provisions of the Act,

Rules and Regulations. The Transferees/Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of Block/Building being affected such construction. the by Transferees/Allotteeshereby agree to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to transfer on leasehold basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

- (xiii) Possession of Said Parking Space comprised in MLCP: In the event the Said Parking Space, (if any) is situate in the MLCP of the Real Estate Project, being Block/Building No. 8, then the Transferees/Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Transferees/Allottees only after completion of construction of the MLCP /Block/Building No.8
- 5.10.2 Satisfaction of Transferees/Allottees: The undertaking of the Transferees/Allottees to the Transferors and the Promoter/Developer that the Transferees/Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Transferors, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Transferors and the Promoter/Developer to grant this Indenture, the scheme of development described above and the extent of the rights being granted in favour of the Transferees/Allottees and the negative covenants mentioned above and/or elsewhere in this Indenture and the Transferees/Allottees hereby accept the same and shall not raise any objection with regard thereto.
- 5.10.3 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Transferees/Allottees to the Transferors and the Promoter/Developer that the right, title and interest of the Transferees/Allottees are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Transferees/Allottees hereby accept and to which the Transferees/Allottees, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

Hereby Made: The Transferors and the Promoter/Developer hereby transfer to and unto the Transferees/Allottees, on leasehold basis of \_\_\_\_\_ years, the Said Apartment And Appurtenances, described in the **Schedule B** below, being: 6.1.1 **Said Apartment**: The Said Apartment, being \_\_\_\_\_ on the \_\_\_\_ floor, having carpet area \_\_\_\_\_) square feet, more or less, with attached balcony measuring \_) square feet, more or less, and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ (\_\_\_ \_\_) square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2" (Said Apartment), in constructed Block/Building No. \_\_\_\_ and Block/Building Name being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on \_\_\_\_\_\_, 2020 under Registration No. \_, the Real Estate Project is constructed on the Project Property as delineated in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in the Schedule A-2 below, being land measuring land measuring 207.3382 (two hundred seven point three eight two) decimal equivalent to

125.6595 (one hundred and twenty five point six five nine five) cottah equivalents to 8390.6094 (eight thousand three hundred and ninety point six zero nine four), comprised in R.S./L.R. Dag Nos., 641, 642, 643, 644, 645, 646, 654, 655, in Mouza Raigachi, recorded in L.R. Khatian Nos. 2527, 2528, 2567, 2568, 2569, 2587, 2588, 2589, 2590, 2596, 2608, 2609, 2610, 2923 & 2996, J.L. No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas and HIDCO Plot Nos. AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 and AAIIC/OP/36 recorded in HIDCO Assessee Nos. 008-1010-e-00-00001-20, 007-1010-e-00-00001-20, 006-1010-e-00-00001-20, 005-1010-e-00-00001-20, 004-1010-e-00-00001-20 & 002-1010-e-00-00001-20, under Police Station New Town, within the jurisdiction of New Town Kolkata Development Authority (erstwhile within Mouza Raigachi, J.L. No. 12, under Rajarhat Bishnupur No. I Gram Panchayet), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, PIN -700161. The Real Estate Project has been developed as a phase (Phase III) of the Whole Project named Siddha Galaxia constructed/being constructed on the Larger Property delineated in Red colour boundary line on the Plan annexed hereto and marked as Annexure "1" and described in the Schedule A-1 below, being land measuring 2722.1212 (two thousand seven hundred twenty two and point one two one two) decimal equivalent to 1649.7704 (one thousand six hundred forty nine and point seven seven zero four) cottah equivalents to 110352.54 (one lac ten thousand three hundred fifty two and point five four) square meter in R.S./L.R. Dag Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 605, 606, 607, 610, 612, 613, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 & AAIIC/OP/36, at Mouza Raigachi, JL No. 12, within the jurisdiction of RBGP, Police Station Rajarhat, PIN-700161, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas.

- 6.1.2 Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.
- 6.1.3 **Said Parking Space**: The Parking Space, being the right to park in the parking space/s described in the **Schedule B** below, if any.
- 6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the Common Areas of the Real Estate Project, the said Common Areas of the Real Estate Project being described in the **Schedule C** below.

## 7. Consideration and Payment

7.1	Consideration: The aforesaid Indentu	are of the Said Apartment And Appurtenances is being
	made by the Transferors and the	Promoter/Developer in consideration of a sum of
	Rs/- (Rupees	), paid by the Transferees/Allottees to the
	Transferors and the Promoter/Develo	oper, receipt of which the Promoter/Developer hereby
	and by the Memo and Receipt of Co	nsideration by Transferors and Promoter/Developer
	below, admit and acknowledge.	

#### 8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Transferees/Allottees have examined or caused to be examined the following and the Transferees/Allottees are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Transferors and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the RBGP;
- (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.2 **Measurement:** The Transferees/Allottees have measured the area of the Said Apartment and is satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this Indenture is:
- 8.3.1 **Indenture:** lease within the meaning of the Transfer of Property Act, 1882, in respect of the Said Apartment And Appurtenances [save and except the transfer WBHIDCO land, being transferred as sub-lease in terms of the 7 (seven) Deeds of Lease, all dated 25<sup>th</sup> October, 2017, as mentioned in Clause 5.1 above (WBHIDCO Lease)].
- 8.3.2 **Lease Period:** for a term of upto 24<sup>th</sup> October, 3015, upon expiry of which the same shall be renewable on the basis of the terms decided upon by WBHIDCO for WBHIDCO Lease, which shall be applicable for the entirety of the Real Estate Project.
- 8.3.3 **Save and except:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions **save and except** the terms of the WBHIDCO Lease.
- 8.3.4 **Benefit of Common Areas:** subject to the terms and conditions of this Indenture, together with proportionate right, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-allottees of the Said Block/Building, including the Transferors and the Promoter/Developer (if the Transferors and/or the Promoter/Developer retain any Apartment in the Said Block/Building).
- 8.4 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Indenture is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Transferees/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, *khazna*, *Panchayat* Taxes etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 8.4.2 **Payment of Monthly Subscription, User Charge for Said Club:** the Transferees/Allottees regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.
- 8.4.3 **Payment of Maintenance Charge:** the Transferees/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

- 8.4.4 **Observance of Covenants:** the Transferees/Allottees observing, performing and accepting the terms of WBHIDCO Lease alongwith the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.
- 8.4.5 Indemnification by Transferees/Allottees: indemnification by the Transferees/Allottees about the Transferees/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Transferees/Allottees hereunder. The Transferees/Allottees agree to keep indemnified the Transferors and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Transferors and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Transferees/Allottees.

## 9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Transferees/Allottees, which the Transferees/Allottees admit, acknowledge and accept.

## 10. Outgoings

10.1 Payment of Outgoings: All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Transferees/Allottees (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Transferees/Allottees.

## 11. Holding Possession

11.1 Transferees/Allottees Entitled: The Transferors and the Promoter/Developer hereby covenant that the Transferees/Allottees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, transferred, assigned and assured or expressed or intended so to be unto and to the Transferees/Allottees, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Transferors and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Transferors and the Promoter/Developer.

## 12. Further Acts

- 12.1 Transferors, Confirming Parties and Promoter/Developer to do: The Transferors, Confirming Parties and the Promoter/Developer hereby covenant that the Transferors and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferees/Allottees and/or successors-in-interest of the Transferees/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferees/Allottees to the Said Apartment And Appurtenances.
- 12.2 **Promoter/Developer to do:** The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferees/Allottees and/or successors-in-interest of the Transferees/Allottees, do and execute or cause to be done and

executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferees/Allottees to the Said Apartment And Appurtenances.

## 13. **Defect Liability**:

- 13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the RBGP.
- 13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Transferees/Allottees and/or any other transferee in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Transferees/Allottees and/or any other transferee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Transferees/Allottees are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Transferees/Allottees and/or the association of transferees shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Transferees/Allottees or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Transferees/Allottees ends before the defect liability period and such warranties are covered under the maintenance of the Said Complex and if the annual maintenance contracts are not done/renewed by the Transferees/Allottees, the Promoter/Developer shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Transferees/Allottees have been made aware and the Transferees/Allottees expressly agree that the regular wear and tear of the Real Estate Project/Project Property excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Transferees/Allottees it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Real Estate Project/Project Property, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Said Apartment and in the workmanship executed.

#### 14. General

14.1 **Conclusion of Contract:** The Parties have concluded the contract in respect of the Said Apartment And Appurtenances by this Indenture after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and

obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 **Overriding Effect:** It is clarified that this Indenture shall supersede and/or shall have over riding effect on the agreement and/or any other documents executed prior to the date of this Indenture.

## 15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Indenture are inserted for convenience only and shall be ignored in construing the provisions of this Indenture.
- 15.3 **Definitions:** Words and phrases have been defined in the Indenture by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

## Schedule 'A-1' (Larger Property)

Land measuring 2722.1212 (two thousand seven hundred twenty two and point one two one two) decimal equivalent to 1649.7704 (one thousand six hundredforty nine and point seven zero four) cottah equivalents to 110352.54 (one lac ten thousand three hundred fifty two and point five four ) square meter comprised in R.S./L.R. Dag Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 605, 606, 607, 610, 612, 613, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAIIC/OP/30, AAIIC/OP/31, AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 & AAIIC/OP/36, at Mouza Raigachi, JL No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, delineated in colour Red boundary line on the Plan annexed hereto and marked as Annexure "1" and butted and bounded as follows:

On the North: Land in Mouza Raigachi of Sheet No. 2 & RS/LR Dag Nos. 617, 626 (P),

611, 609, 601, 608, 607 (P), Rajarhat Main Road (211 Bus Route) 547, 555,

556, 553, 552, 540, 539, 573, 574, 577, 576of Mouza Raigachi

On the East : Mouza Reckjoani On the South : Mouza Reckjoani

On the West : Land in Mouza Raigachi of Sheet No. 2

# Schedule 'A-2' (Project Property)

Land measuring 207.3382 (two hundred seven point three three eight two) decimal equivalent to 125.6595 (one hundred and twenty five point six five nine five) *cottah* equivalents to 8390.6094 (eight thousand three hundred and ninety point six zero nine four), comprised in R.S./L.R. *Dag* Nos., 641, 642, 643, 644, 645, 646, 654, 655, in *Mouza* Raigachi, recorded in L.R. *Khatian* Nos. 2527, 2528, 2567, 2568, 2569, 2587, 2588, 2589, 2590, 2596, 2608, 2609, 2610, 2923 & 2996, J.L. No. 12, within Rajarhat-Bishnupur No. I Gram *Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas and HIDCO Plot Nos. AAIIC/OP/30, AAIIC/OP/31,

AAIIC/OP/32, AAIIC/OP/33, AAIIC/OP/34 and AAIIC/OP/36 recorded in HIDCO Assessee Nos. 008-1010-e-00-00001-20, 007-1010-e-00-00001-20, 006-1010-e-00-00001-20, 005-1010-e-00-00001-20, 004-1010-e-00-00001-20 & 002-1010-e-00-00001-20, under Police Station New Town, within the jurisdiction of New Town Kolkata Development Authority (erstwhile within Mouza Raigachi, J.L. No. 12, under Rajarhat Bishnupur No. I Gram Panchayet), Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas, PIN -700161, delineated in colour Blue boundary line on the Plan annexed hereto and marked as Annexure "1".

### Schedule 'B' (Said Apartment And Appurtenances)

of () square feet, mo () square feet more or less and th having built up area of () square	ment No, on the floor, having carpet area ore or less, including a balcony measuring e said apartment with attached balcony collectively re feet, more or less in Block/Building No and
Block/Building Name The layout of the <b>Plan</b> annexed hereto and marked as <b>Annex</b>	ne Said Apartment is delineated in <b>Green</b> colour or ure "2";
(b) The Land Share, being undivided, impartiunderneath the Said Block/Building, as be attrib	ble, proportionate and variable share in the land utable and appurtenant to the Said Apartment;
Building No, admeasuring And/or the Said Parking Space, being the right open space, adjacent to the Tower/ Building () in the Said Complex; And/or to) two-wheeler in consulting No, admeasuring And/or the Said Parking Space, being the right to the multi-level car parking space, of the Tow hundred and thirty five) square feet in the Said Complex to the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five) square feet in the Said Complex to the Tow hundred and thirty five the Tow hundred and thirty five the Tow hundred the Tow hundr	ivided, impartible, proportionate and variable share Estate Project described in the <b>Schedule C</b> below.
(Common Areas Of t	dule 'C' he Real Estate Project) he Real Estate Project)
<ul> <li>Entrance Lobby at the ground level of the Said Block/Building</li> </ul>	Lobbies on all floors and staircase(s) of the Said Block/Building
• Lift machine room(s) and lift well(s) of the Said Block/Building	Water reservoirs/tanks of the Said Block/Building
<ul> <li>Water supply pipeline in the Said Block/</li> <li>Building (save those inside any Apartment)</li> </ul>	Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
• Wiring, fittings and accessories for • lighting of lobbies, staircase(s) and other	Electricity meter(s) for common installations and space for their

common portions of the Said installation Block/Building

- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/ Building
- Common Roof

- Network of Cable TV/DTH in the Said Block/ Building, if any
- Fire-fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Solar System renewable energy
- Stair Room and Emergency Evacuation facility

• CCTV

### Schedule 'D' (Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Transferee/Allottee on a non-exclusive basis along with

<u>Transferee/Allottee(s)/occupants in</u>

the Whole Project)

Sl. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

## Schedule 'E' (Covenants)

The Transferees/Allottees covenant with the Promoter/Developer (which expression includes the body of apartment allottees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

- 1. Satisfaction of Transferees/Allottees: The Transferees/Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Transferors, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Transferors and the Promoter/Developer to enter into this Indenture, the scheme of development described in this Indenture and the extent of the rights being granted in favour of the Transferees/Allottees and the negative covenants mentioned in this Indenture and the Transferees/Allottees hereby accept the same and shall not raise any objection with regard thereto.
- 2. Transferees/Allottees Aware of and Satisfied with Common Areas and Specifications: The Transferees/Allottees, upon full satisfaction and with complete knowledge of the Common Areas, quality, specifications, materials, workmanship and structural stability thereof and all other ancillary matters, is entering into this Indenture. The

Transferees/Allotteeshave examined and are acquainted with the Said Complex and have agreed that the Transferees/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Apartment And Appurtenances.

- 3. Facility Manager: The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3)the Transferees/Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Transferees/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Transferees/Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager and(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the transferees of the Said Complex/Whole Project.
- 4. Transferees/Allottees to Mutate and Pay Rates & Taxes: The Transferees/Allottees shall (1) pay the Tax, surcharge, levies, cess etc. (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Transferees/Allottees, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof and (2) have mutation completed at the earliest. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
- Transferees/Allottees to Pay Common Expenses/Maintenance Charges: The Transferees/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Transferees/Allottees in respect thereof. The Transferees/Allottees further admit and accept that (1) the Transferees/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer / the Facility Manager/the Association (upon formation)/the Apex Body (upon formation). In regard to the Common Expenses/Maintenance Charges it is clarified that notwithstanding anything contained in the Said Agreement (defined in Clause 5.7 above), including the Maintenance Charges for Common Areas specified in the Said Agreement, the Transferees/Allottees agree and accept that the CAM charges paid by the Transferees/Allottees to the Promoter/Developer at and/or before the date of execution of this Deed of Indenture (Maintenance Deposit) shall always be treated as Maintenance Deposit, which shall be held by the Promoter/Developer as security for payment of Common Expenses/Maintenance Charges and in the event of any non-payment/default by the Transferees/Allottees in paying the Common Expenses/Maintenance Charge, the Promoter/Developer shall be entitled to deduct from the Maintenance Deposit the amount in default. Immediately upon such deduction, the Transferees/Allottees shall deposit with the Promoter/Developer an amount equivalent to such deduction so that the Maintenance Deposit remains intact at all times.

- 6. Transferees/Allottees to Pay Interest for Delay and/or Default: The Transferees/Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Transferees/Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer /the Facility Manager/the Association (upon formation), as the case may be. The Transferees/Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common servicesshall be discontinued to the Transferees/Allottees and the Transferees/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
- 7. **Promoter/Developer'sCharge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Transferees/Allottees to the Promoter/Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
- 8. No Obstruction by Transferees/Allottees to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Transferees/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Transferees/Allottees due to and arising out of the said construction/developmental activity. The Transferees/Allottees also admit and accept that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Transferees/Allottees shall not raise any objection in any manner whatsoever with regard thereto.
- 9. **No Rights of or Obstruction by Transferees/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Indenture and the Promoter/Developer shall have absolute right to, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10. Variable Nature of Land Share and Share In Common Areas: The Transferees/Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Transferees/Allottees shall not question any variation (including diminution) therein (3) the Transferees/Allottees shall not demand any refund of the Consideration paid by the Transferees/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partibleandthe Transferees/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.
- 11. Transferees/Allottees to Participate in Formation of Association and Apex Body: The Transferees/Allottees admit and accept that the Transferees/Allottees and other intending transferee(s) of apartments in the Said Complex shall form the Association and the Transferees/Allottees shall become a member thereof. Further, the Association shall be

bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (Apex Body). The Transferees/Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Transferees/Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Transferees/Allottees further admit and accept that the Transferees/Allottees shall ensure and not object to the Association joining the Apex Body.

#### 12. Obligations of Transferees/Allottees: The Transferees/Allottees shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the Date of Possession.
- (d) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Transferees/Allottees 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 Said Block/Building, the Project Property, and outside walls of the Said Block/Building save in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Transferees/Allottees.
- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Transferees/Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Transferees/Allottees make any alterations/changes, the Transferees/Allottees shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as

estimated by the Promoter/Developer /the Association (upon formation) for restoring it to its original state.

- No Structural Alteration and Prohibited Installations: not alter, modify or in (g) any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Transferees/Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Transferees/Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Transferees/Allotteesshall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Transferees/Allottees on the inner side of the doors and windows of the Said Apartment. The Transferees/Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by Promoter/Developer, it being clearly understood Transferees/Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window airconditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Transferees/Allottees shall install the out-door unit of the same either inside the Transferees'/Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Transferees/Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Transferees/Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Indenture.
- (j) Trade Mark Restriction: not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save** and except for the purpose of address of the Said Apartment and if the Transferees/Allottees does so, the Transferees/Allottees shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark *Siddha*.
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) No Obstruction to Promoter/Developer /Facility Manager/Association/ Apex Body:not obstruct the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating

to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and transferring or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).

- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Transferees/Allottees from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not 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.
- (u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
- (x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Transferees/Allottees and/or family members, invitees or servants of the Transferees/Allottees, the Transferees/Allottees shall compensate for the same.

- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Transferees/Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Transferees/Allotteesshall not raise any objection in any manner whatsoever with regard thereto and further the Transferees/Allotteeshereby confirm that the Transferees/Allotteesshall not violate any terms of the statutory requirements/fire norms.
- Notification Regarding Letting/Transfer: If the Transferees/Allottees let out or transfer the Said Apartment And Appurtenances, the Transferees/Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number. Further, prior to any transfer of the Said Apartment And Appurtenances, the Transferees shall obtain a No Objection Certificate (Maintenance NOC) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Transferees after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- No Objection to Construction: The Transferees/Allottees have accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Transferees/Allottees have no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Transferees/Allottees shall not raise any objection to any inconvenience that may be suffered by the Transferees/Allottees due to and arising out of the said construction/developmental activity.
- 12.3 **No Right in Other Areas:** The Transferees/Allottees shall not have any right in the other portions of the Larger Property/the Said Complex and the Transferees/Allottees shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/the Said Complex.
- Roof Rights: A demarcated portion of the top roof of the Said Block/Building shall remain common to all allottees of the Said Block/Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Transferees/Allottees specifically agreenot to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Transferees/Allottees specifically agreenot to do any act which prevent or hinder such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all allottees of the Said Block/Building.
- 12.5 **Hoardings:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites.

Transfer of Common Areas to Association: Notwithstanding anything elsewhere to the 12.6 contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common areas within the MLCP and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required to be transferred to the association of transferees, then the Promoter/Developer and/or the Transferors, as per their respective entitlements, shall be entitled to do so and the Transferees/Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the transferees of the (including the Transferees/Allottees herein) proportionately Promoter/Developer and/or the Transferors shall not be liable therefor in any manner whatsoever and the Transferees/Allottees and the other transferee/allottee(s) shall keep the Promoter/Developer and the Transferors fully indemnified with regard thereto.

#### 13. Said Club:

- The Promoter/Developer has decided to provide several amenities and facilities in a social 13.1 and recreational club within the Said Complex (Said Club), intended for use and enjoyment of all transferees of the Whole Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Transferees/Allottees (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Transferees/Allottees hereby unconditionally accept the proposed usage of the Said Club by the other transferee/allottee(s) of the Whole Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other transferee/allottee(s) of the Whole Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.
- Membership Obligation of Transferees/Allottees: Membership of the Said Club being compulsory for all transferee/allottee(s) of the Whole Project, the Transferees/Allottees [which expression, in the context of the Said Club, means only 1 (one) person if the number of Transferee/Allottee(s) is more than 1 (one), as be nominated *inter se* among the transferee/allottee(s)], the Transferees/Allottees agree to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Transferees/Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Transferees/Allottees) will be required to abide by these terms and conditions and rules and regulations and(3) the acceptance by the Transferees/Allottees of the club scheme shall be a condition precedent to completion of transfer of the Said Apartment And Appurtenances in terms of this Indenture.
- 13.3 Membership Scheme of Said Club: The Transferees/Allottees understand and accept that (1) membership of the Said Club shall be open only to the transferee/allottee(s) of the Whole Project/Said Complex and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of allottees of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Transferees/Allottees are body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to

a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if the Transferees/Allottees let out their apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Transferees/Allottees.

- 13.4 **Facilities of Said Club:** The Transferees/Allottees understand and accept that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter/Developer.
- 13.5 Commencement of Operation of Said Club: The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Transferees/Allottees understand and accept that the Date Of Possession of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Transferees/Allottees shall not raise any claim or objection in this regard.
- Club Manager: The Transferees/Allottees understand and accept that the Said Club (at the sole discretion of the Promoter/Developer) shall be managed and operated professionally through a club operation and management agency (Club Manager), to be exclusively engaged by the Promoter/Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Transferees/Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the Transferees/Allottees shall have no right to replace the Club Manager.
- 13.7 Membership Fee, Security **Deposit** and Monthly Subscription: Transferees/Allottees understand and accept that (1) the Transferees/Allottees does not have to pay any membership fee for membership of the Said Club as the Consideration includes the membership fee but future transferees of the Transferees/Allottees may have to pay separate amounts towards membership fee (2)the Transferees/Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Transferees/Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Transferees/Allottees resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 13.8 **User Charge:** The Transferees/Allottees understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and** (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

# Schedule 'F' (Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.

- 2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.
- 3. **Association:** Establishment and all other capital and operational expenses of the Association of transferees.
- 4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
- 5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building and the road network, STP etc.
- 6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
- 7. **Rates and Taxes:** Lease Rent payable to Transferors and/or WBHIDCO, Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Transferees/Allottees.
- 8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- 9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

#### 16. Execution and Delivery

16.1 **In Witness Whereof** the Parties have executed and delivered this Indenture on the date mentioned above.

**Authorized Signatory** 

### [Transferors]

_	norized Signatory  moter/Developer]
	() sferees/Allottees]
Drafted by:	
Advocate	
Witnesses:	
Signature:	Signature:
Name:	Name:
Father's Name:	Father's Name:
Address:	Address:
Receip	et of Consideration
	sferees/Allottees the within mentioned sum of Rs ) towards full and final payment of the Consideration for scribed in the Schedule B above.
Auth	orized Signatory
(	) Transferors]

_	Authorized Signatory	
	() [Promoter/Developer]	
itnesses:		
Signature	Signature	
Name	Name	