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14.2 Proportionate Payment towards Co-Owner's entitlement: The Developer shall simultaneously with the sale and receipt of payment shall credit the Co-owners' share in revenue receipts after deducting marketing cost, and/ or any other expenses if payable by the Co-owners as to be mutually decided. The Revenue(Receivable) by the Co-Owners shall be deposited as per agreed sharing as mentioned above;directly to Bank Account of the Co-owners after the above mentioned deduction, if any.

15. Taxes and Outgoings

15.1 Relating to Prior Period: All rates and taxes and outgoings (collectively **Rates**) on the Said Landshall be borne, paid and discharged by the Developer.

16. Obligation of Developer

16. 1. Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Landwithin the Completion Time, subject to the force majeure clause hereinafter contained.

16. 2. Compliance with Laws: The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance for which the Co-Owners shall not remain liable in any manner.

16. 3. Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the Said Complexwith the help of the Architect, professional bodies, contractors, etc. The entire planning, designing are to be done by the Developer.

16. 4. Specifications: The Developer shall use standard quality building materials and the decision of the Architect as to the quality and standard of materials to be used shall be final and



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binding on the Parties.

- 16. 5. Development of Complex:** The development of the Said Complex shall be as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole responsibility of the Developer.
- 16. 6. Strict Adherence by Developer:** The Developer has assured the Co-Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 16. 7. Day to Day matters:** The Developer shall construct the Said Complex and it will look after the day to day matters and its decision in this regard will be final and binding.
- 16. 8. Responsibility for Marketing and Advertising:** The Developer shall be solely responsible for marketing and advertising of the said complex. The marketing strategy, budget, selection of publicity material, media etc. shall be decided and formulated by the Developer.
- 16. 9. Pricing:** The Developer in consultation with the Co-Owners shall determine the first basic price for sale or disposal of the flats/Units/apartments in the Project keeping in view the market economics and such basic price may be revised from time to time by the Developer in consultation with the Co-Owners.
- 16. 10. No Violation of Law:** The Developer hereby agrees and covenants with the Co-Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.
- 17. Obligations of the Co-Owners**
- 17. 1. Co-operation with Developer:** The Co-Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Land.



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- 17. 2. Act in Good Faith:** The Co-Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17. 3. Documentation and Information:** The Co-Owners undertake to provide the Developer all documentation and information relating to the Said Landas may be required by the Developer from time to time.
- 17. 4. No Obstruction in Dealing with Developer' Functions:** The Co-Owners shall not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17. 5. No Obstruction in Construction:** The Co-Owners hereby covenant not to cause any interference or hindrance in the construction of the Said Complex. It is clearly understood by the Co-Owners that the Said Complex shall be constructed in phases and hence, the realization of the sale proceeds of the Co-Owners' Allocation shall also come to the Co-Owners in phases manner.
- 17. 6. No Dealing with Said Land:** The Co-Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Co-Owners' Share in the Said Land or any portions thereof save in the manner envisaged by this Agreement.
- 17. 7. Making out Marketable Title:** The Co-Owners hereby covenant that it shall make out a good, bankable and marketable title of the Said Land and all original title related papers and documents shall be kept with Developer.
- 17. 8. Co-operations:** Co- Operate in planning; discuss all major policy matter and other act as referred in this joint development agreement.



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18. Indemnity

- 18.1 By the Developer:** The Developer hereby indemnify and agrees to keep the Co-Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Co-Owners in relation to the construction of the Said Complex and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants and employees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

The Developer hereby also indemnifies and agrees to keep the Co-Owners saved harmless and indemnified of from and against any and all cases (whether criminal or civil) initiated, lodged before any court of law for reason whatsoever. The Developer hereby takes all responsibility to act and appear, contest the same before concerned Court of Law.

- 18.2 By the Co-Owners:** The Co-Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Land or any of the Representations of the Co-Owners being incorrect.

19. Limitation of Liability

- 19.1 No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Co-Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

20. Miscellaneous

- 20.1. Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.



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- 20. 2. Essence of Contract:** In addition to time, the Co-Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20. 3. Valid Receipt:** The Co-Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20. 4. No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20. 5. Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Said Complex by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Co-Owners. Further, various applications and other documents may be required to be signed or made by the Co-Owners relating to which specific provisions may not have been made herein. The Co-Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Co-Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Co-Owners and/or go against the spirit of this Agreement.
- 20. 6. Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20. 7. Name of Said Complexes:** The name of the Said Complex shall be **SOUTHWINDS** as decided by the Developer in consultation with the Co-Owners. It is agreed by and between the parties that only the Developer has the right to change the name of the project.



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20. 8. No Assignment and/or Transfer Right title of Co-Owners: Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive licence to the Developer for the purpose of development of the said land as per the terms of these presents.

20. 9. Meaning: Force Majeure shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

20. 10. Reasonable Endeavour's: The Party claiming to be prevented or delayed in the performance of any of their/its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

20. Counterparts

20.1 All Originals: This Agreement is being executed and the original shall be retained by the Developer with full right of creation of mortgage, charge and other form of encumbrance and



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a copy of this agreement shall be given to the Co-Owners.

21. Severance

21.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

21.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

22. Reservation of Rights

22.1. Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

22.2. Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time



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to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

22.3. No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

22.4. No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

23. Amendment/Modification

23.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

24. Notice

24.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address as mentioned in clause 3 and 4 herein above and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written



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communications to the Co-owners.

24.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

24.2.1 Personal Delivery: if delivered personally, at the time of delivery.

24.2.2 Registered Post: if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider shall be deemed to have been served upon the addressee.

24.2.3 Facsimile: if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

24.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

25. Rules of Interpretation

25.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Land.



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25.2 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

25.3 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

25.4 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

25.5 Headings: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

26 Arbitration

26.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall



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use its reasonable endeavours to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

26.2 Conduct of Arbitration Proceeding: The Parties agree that:

26.2.1 Place: The place of arbitration shall be Kolkata only.

26.2.2 Language: The language of the arbitration shall be English.

26.2.3 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

26.2.4 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

26.2.5 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

27 Jurisdiction

27.1 Court: In connection with the aforesaid arbitration proceedings, the courts at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.



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FIRST SCHEDULE ABOVE REFERRED TO

(Part I)

(The Said Land)

ALL THAT land containing and measuring an area of 1469.1 Decimals of land (be the same a little more or less) in L.R. Dag Nos 304, 305, 478, 481, 482,483, 485, 486, 487, 488, 489, 490, 492, 493, 496, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 510, 511, 512,513, 514, 515, 516, 517, 518, 519, 520, 539, 540, 541, 542, 545, 546, 567, 568, 572, 573, 574, 589, 590, 591, 592, 593, 595, 596, 597 and 599 under L.R. Khatian Nos. 1099 to 1128, 1263 to 1271, 1273 to 1336, 1338, 1344 to 1348, 1371, 1413, 1483, 2138 to 2158, 2204 to 2219 and 2449 to 2458; situate and lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas, State of West Bengal and as demarcated in RED in the Plan annexed:

(Part II)

(The Said Property)

ALL THAT land containing and measuring an area of 1054 Decimals of land (be the same a little more or less) in L.R. Dag Nos 304, 305, 477, 478, 481, 482,483, 485, 486, 487, 488, 489, 493, 496, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 510, 511, 512,513, 514, 515, 516, 517, 518, 519, 522 523, 524, 525, 535, 536, 539, 540, 541, 542, 545, 546, 573 and 574 situate lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas situate lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas.

(Part III)

(The Revised Land)

ALL THAT land containing and measuring an area of 17.98 Decimals of land (be the same a little more or less) in L.R. Dag Nos 490 and 520, situate lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South



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24 Parganas situate lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas.

(Part IV)
(The New Land)

ALL THAT land containing and measuring an area of 397.12 Decimals of land (be the same a little more or less) in L.R. Dag Nos 589, 590, 591, 592, 593, 595, 596, 597 and 599 situate and lying at Mouza Manikpur, Sub-Registry Office Sonarpur, Police Station Sonarpur , Touzi No. 412, J.L. No. 77, District South 24 Parganas, State of West Bengal

SECOND SCHEDULE ABOVE REFERRED TO
(Particulars of Titles)

Deed list of Project Area of Southwinds - 1469.10 Decimals
Mouza-Manikpur, J.L. No.77

Sl. No.	Deed No.	Year	Purchaser	L.R. Dag Nos.	Area Purchased (in decimal)
1	1110	2010	Akashganga Tie-up Pvt. Ltd.	481	10
2	3527	2007	Mayfair Vyapaar Pvt. Ltd.	546	10
3	3531	2007	Balaji Retailers Pvt. Ltd.	574	10
4	3499	2007	Ekta Vinimay Pvt. Ltd.	542	6
				519	4
5	3523	2007	Tirupati Advisory Services Pvt.Ltd.	512	9
				516	1
6	3495	2007	Express Commodities Pvt. Ltd.	510	8
				573	2
7	3501	2007	Tirupati Consumer Goods Pvt. Ltd.	519	10
8	3525	2007	Kamrup Commercial Pvt. Ltd.	573	3



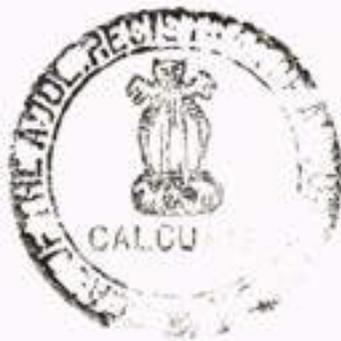
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9	3516	2007	Salasar Distributors Pvt. Ltd.	511	5
				574	5
10	3530	2007	Tanvi Tower Pvt. Ltd.	513	10
11	3514	2007	Zest Retailers Pvt. Ltd.	515	10
12	3515	2007	Uday Niwas Pvt. Ltd.	516	1
				546	9
13	3572	2007	Elite Consumer Goods Pvt. Ltd.	515	10
14	3526	2007	Kamrup Marketing Pvt. Ltd.	515	10
15	3574	2007	Salasar Consumer Goods Pvt. Ltd.	510	10
16	3496	2007	Kamrup Distributors Pvt. Ltd.	516	1
				545	9
17	3498	2007	Basukinath Vinimay Pvt. Ltd.	546	10
18	3519	2007	Daffodil Vyapaar Pvt. Ltd.	546	10
19	3502	2007	Elite Commodities Pvt. Ltd.	515	8
				517	2
20	3562	2007	Zest Commercial Pvt. Ltd.	515	10
21	3522	2007	New Ways Consumer Goods Pvt. Ltd.	546	10
22	3566	2007	Sigma Consumer Goods Pvt. Ltd.	518	10
23	3570	2007	Murlidhar Trading Pvt. Ltd.	516	10
24	3500	2007	North East Consumer Goods Pvt. Ltd.	510	10
25	3578	2007	Ridhi Sidhi Niketan Pvt. Ltd.	513	10
26	3524	2007	Express Consumer Goods Pvt. Ltd.	517	10
27	3567	2007	Shivam Consumer Goods Pvt. Ltd.	510	10
28	3529	2007	Shivam Retailers Pvt. Ltd.	518	7
				573	3
29	3494	2007	North East Retailers Pvt. Ltd.	512	10
30	3577	2007	Srijan Realty Pvt. Ltd. (Formerly known as Srijan Projects Pvt. Ltd. And Srijan Realty Ltd.)	514	10
31	1586	2010	Aastha Niketan Pvt. Ltd.	499	8
32	1141	2010	Nilkanth Barter Pvt. Ltd.	516	2
				517	5

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33	1590	2010	Neelkanth Infrarealty Pvt. Ltd.	482	6
				574	4
34	1498	2010	Amravati Mercantile Pvt. Ltd.	506	3
	1588	2010		486	3
				304	4
35	1463	2010	Nirmal Kumar Agarwala	493	10
36	408	2008	Aungkor Tradelink Pvt. Ltd.	498	9
37	1114	2010	Pawanputra Consultants Pvt. Ltd.	488	10
38	1113	2010	Shagun Infrapromoters Pvt. Ltd.	488	10
39	1105	2010	Rameshwar Barter Pvt. Ltd.	481	10
40	1107	2010	N.K. Tower Pvt. Ltd.	481	10
41	1108	2010	Vibgyor Merchants Pvt. Ltd.	481	10
42	1109	2010	Sitala Infradev Pvt. Ltd.	481	10
43	1111	2010	Landsdown Medicals Pvt. Ltd.	481	10
44	1580	2010	Jagmohan Tie-up Pvt. Ltd.	304	10
45	1142	2010	Maxmin Commercial Pvt. Ltd.	516	10
46	1438	2010	Parvati Tie-up Pvt. Ltd.	540	5
47	1587	2010	Conquest Commercial Company Pvt. Ltd.	305	5
	1442	2010		496	5
48	1423	2010	Bhanu Vinimay Pvt. Ltd.	496	10
49	1585	2010	Damayanti Tradelink Pvt. Ltd.	304	10
50	1589	2010	Akashganga Barter Pvt. Ltd.	304	10
51	1581	2010	Sahansil Suppliers Pvt. Ltd.	304	10
52	1582	2010	Raghuveer Commotrade Pvt. Ltd.	305	10
53	1510	2010	Uday Infotech Pvt. Ltd.	486	10
54	1464	2010	Smita More	493	10
55	1504	2010	N.K. Regency Pvt. Ltd.	486	10
56	1505	2010	Rolcon Finvest Pvt. Ltd.	486	10
57	1396	2010	Ekdant Procon Pvt. Ltd.	481	6
	1397	2010		487	4
58	1474	2010	Maya Agarwal	505	7
59	1412	2010	Adinath Devcon Pvt. Ltd.	481	10
60	1424	2010	Bhanu Tradelink Pvt.Ltd.	489	3



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61	1413	2010	Amiya Barter Pvt. Ltd.	481	10
62	1100	2010	Apnapan Developers Pvt. Ltd.	481	10
63	1101	2010	Bhumi Vinimay Pvt. Ltd.	481	10
64	1102	2010	Liberal Consultancy Services Pvt. Ltd.	481	10
65	1103	2010	Jhilmil Consultants Pvt. Ltd.	481	10
66	1104	2010	Shraddha Properties Pvt. Ltd.	481	10
67	1422	2010	Ashish More	496	10
68	1425	2010	Rameshwar Commotrade Pvt. Ltd.	541	6
69	1395	2010	Adinath Infracon Pvt. Ltd.	514	10
70	1469	2010	Rameshwar Tradelink Pvt. Ltd.	501	3
	1446	2010		503	7
71	1465	2010	Charulata Tradelink Pvt. Ltd.	503	10
72	1448	2010	Murari Barter Pvt. Ltd.	502	10
73	1449	2010	Charulata Tie-up Pvt. Ltd.	502	10
74	1470	2010	Amiya Tie-up Pvt. Ltd.	501	6
	1450	2010		507	4
75	1466	2010	Sameer Agarwala	507	10
76	1451	2010	Akruti Barter Pvt. Ltd.	507	10
77	1476	2010	Saroj Kumar Agarwal	505	10
78	1475	2010	Janpriya Mercantile Pvt. Ltd.	504	10
79	1124	2010	N.K. Hirise Pvt. Ltd.	506	10
80	1125	2010	Navketan Tie-up Pvt. Ltd.	506	10
81	1126	2010	Sadabahar Dealers Pvt. Ltd.	506	10
82	1136	2010	Bhanu Tie-up Pvt. Ltd.	540	1
				506	6
				539	3
83	1121	2010	Bhoothnath Infotech Pvt. Ltd.	506	10
84	1122	2010	Eminently Traders Pvt. Ltd.	506	10
85	1405	2010	Badrinatgh Infrabuild Pvt. Ltd.	485	10
86	1430	2010	Anurima Mercantile Pvt. Ltd.	489	10
87	1472	2010	Piyush Agarwala	504	10
88	1409	2010	Balgopal Realdev Pvt. Ltd.	485	10
89	1407	2010	Ekdant Infraproperties Pvt. Ltd.	485	10



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90	1421	2010	N.K. Niketan Pvt. Ltd.	485	10
91	1419	2010	Bhagwati Infrapromotors Pvt. Ltd.	485	10
92	1417	2010	Shagun Realdev Pvt. Ltd.	485	10
93	1502	2010	Amiya Tradelink Pvt. Ltd.	486	10
94	1507	2010	Angira Sales Pvt. Ltd.	486	10
95	1509	2010	Devkripa Vanijya Pvt. Ltd.	486	10
96	1436	2010	Jagadhatri Vyapaar Pvt. Ltd.	489	10
97	1428	2010	Sumangal Deal Trade Pvt. Ltd.	489	10
98	1454	2010	Bijay Kumar Agarwal	501	10
99	1453	2010	Goldview Commotrade Pvt. Ltd.	501	10
100	1452	2010	Matribhumi Dealers Pvt. Ltd.	501	10
101	1447	2010	Murari Tie-up Pvt. Ltd.	500	8
102	1404	2010	Balgopal Infrapromoters Pvt. Ltd.	487	10
103	1402	2010	Bhagwati Infrarealty Pvt. Ltd.	487	10
104	1410	2010	Sitala Devcon Pvt. Ltd.	487	10
105	1116	2010	N.K. Agarwal Estates Pvt. Ltd.	488	8
106	1115	2010	New Age Trade Com Pvt. Ltd.	488	10
107	1500	2010	Rukmani International Pvt. Ltd.	486	10
108	1503	2010	Akruti Commotrade Pvt. Ltd.	486	10
109	8289	2011	Kyal Residency Pvt. Ltd.	520	2.17
110	1697	2011	Manisha Agarwal	502	3
	7386	2010		490	4.28
	7387	2010		483	2.53
111	1112	2010	N.K. Abbas Pvt. Ltd.	478	10
112	7385	2010	Kiran Agarwal	520	6
113	6823	2014	Aquablue Realty LLP (formerly Aquablue Realty Pvt. Ltd.)	567	2
				596	2
				597	1
	6821	2014		568	5
114	6823	2014	Silverbell Realty LLP (formerly Silverbell Realty Pvt. Ltd.)	567	2
				568	6
				596	2
115	6821	2014	Delmon Realty LLP (formerly Delmon Realty Pvt. Ltd)	567	2
				568	5



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ADDITIONAL REGISTRAR
OF COMPANIES
27 JUN 2017

				599	3
116	6827	2014	Angelica Realty LLP (formerly Angelica Realty Pvt. Ltd.)	567	2
				568	5
				595	2
				596	1
117	6827	2014	Silverling Realty LLP (formerly Silverling Realty Pvt. Ltd)	567	2
				595	2
	6837	2014		568	5
118	6831	2014	Dumont Realty LLP (formerly Dumont Realty Pvt. Ltd)	567	2
				568	8
119	6831	2014	Morven Realty LLP (Formerly Morven Realty Pvt. Ltd.)	567	2
				568	1
120	6837	2014	Foxtail Realty LLP (formerly Foxtail Realty Pvt. Ltd.)	567	2
				568	5
				596	3
121	9901	2014	Bhuvi Dealtrade LLP (formerly Bhuvi Dealtrade Pvt Ltd)	591	5
				591	5
122	10666	2014	Trimukh Regency LLP (formerly Trimukh Regency Pvt. Ltd.)	592	10
123	10666	2014	Akshi Vyapar LLP (Formerly Akshi Vyapar Pvt. Ltd.)	592	1.9
				592	0.75
	9990	2014		592	0.75
				592	0.75
				592	0.75
	4300	2015			593
124	9990	2014	Arit Dealcom LLP (formerly Arit Dealcom Pvt. Ltd.)	592	2.5
				592	2.5
				592	2.5
				592	2.5
125	10036	2014	Elina Dealers LLP (Formerly Elina Dealers Pvt. Ltd.)	591	9
126	2632	2016	Supernova Realtors LLP	572	10.00
127	2637	2016	Redmaple Realtors LLP	572	10
128	2639	2016	Watertown Estates LLP	589	6



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ADDITIONAL REGISTRAR
OF AS. [unclear] KARNATAKA
2-7 JUN 2017

129	6949	2014	Angelica Vinimay Pvt. Ltd.	567	2
				568	5
				595	2
				596	1
130	6949	2014	Lily Commotrade Pvt. Ltd.	567	2
				595	2
	596	1			
	7270	2014		568	5
131	6950	2014	Cornflower Enclave Pvt. Ltd.	568	5
	6953	2014		567	2
				596	2
				599	1
132	6950	2014	Magnolia Tradelink Pvt. Ltd	567	2
				568	5
				599	3
133	6952	2014	Cammerton Properties Pvt. Ltd.	567	2
				568	8
134	6952	2014	Cammerton Developers Pvt. Ltd.	567	2
				568	1
135	6953	2014	Yashomati Properties Pvt. Ltd.	567	2
				568	5
				596	3
136	7270	2014	Alpinia Commotrade Pvt. Ltd.	567	2
				568	5
				596	3
137	9949	2014	Poppy Tradelink Pvt. Ltd.	591	10
138	10669	2014	Gladiolous Builders Pvt. Ltd.	592	10
139	10668	2014	Delphinium Projects Pvt. Ltd.	587	1.63
	9898	2014		593	2.89
140	9897	2014	Periwinkle Promoters Pvt. Ltd.	592	2.5
				592	2.5
				592	2.5
				592	2.5
141	9899	2014	Freesia Ventures Pvt. Ltd.	591	10



M
ADDITIONAL REGISTRAR
OF ASSOCIATED COMPANIES
2-7 JUN 2017

142	4301	2015	Kalayogi Enclave Pvt. Ltd.	593	4.44
143	2633	2016	Devpujan Infratech Pvt. Ltd.	572	7
144	2635	2016	Toronado Niwas Pvt. Ltd.	589	9
145	2638	2016	Ricardia Vincom Pvt. Ltd.	572	10
146	6137	2014	Danta Cityhomes Pvt. Ltd.	599	6.61
	2048			492	3.3
147	6137	2014	Sthira Nirman Pvt. Ltd.	599	9.14
148	6825	2014	Inesh Realbuild Pvt. Ltd.	567	2
				568	5
				595	1
				596	2
149	6825	2014	Padmesh Estates Pvt. Ltd	567	2
	6829	2014		596	3
				568	5
150	6829	2014	Padmesh Skyscraper Pvt. Ltd.	567	2
				568	5
				596	2
				597	1
151	9950	2014	Trimukh Skyscraper Pvt. Ltd.	591	10
152	9900	2014	Aksaka Dealtrade Pvt. Ltd.	592	2.5
				592	2.5
				592	2.5
				592	2.5
153	10667	2014	Kirati Homes Pvt. Ltd.	592	10
154	4302	2015	Rocana Builders Pvt. Ltd.	593	5.60
155	2634	2016	Aslesha Residency Pvt. Ltd.	572	10
156	2636	2016	Omana Tradecom Pvt. Ltd.	589	2.07
				590	5.82
TOTAL					1469.10

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.



M
ADDITIONAL REGISTRAR
OF ASSAULTS
27 JUN 2017

**SIGNED SEALED AND
DELIVERED**

by the **CO-OWNERS** in the
presence
of:

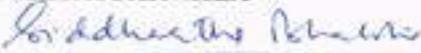
PARVATI TIE UP PRIVATE LIMITED
NILKANTH BARTER PRIVATE LIMITED
AMRAVATI MERCANTILE PRIVATE LIMITED
BHANU VINIMAY PRIVATE LIMITED
AKASHGANGA BARTER PRIVATE LIMITED
RAGHUVVEER COMMOTRADE PRIVATE LIMITED
BHANU TRADELINK PRIVATE LIMITED
AMIYA BARTER PRIVATE LIMITED
RAMESHWAR TRADELINK PRIVATE LIMITED
MURARI BARTER PRIVATE LIMITED
JANPRIYA MERCANTILE PRIVATE LIMITED
BHANU TIE UP PRIVATE LIMITED
MURARI TIE UP PRIVATE LIMITED
AKRUTI COMMOTRADE PRIVATE LIMITED
DANTA CITYHOMES PRIVATE LIMITED
STHIRA NIRMAN PRIVATE LIMITED
INESH REALBUILD PRIVATE LIMITED
PADMESH ESTATES PRIVATE LIMITED
PADMESH SKYSCRAPPER PRIVATE LIMITED
TRIMUKH SKYSCRAPER PRIVATE LIMITED
AKSAKA DEALTRADE PRIVATE LIMITED
KIRATI HOMES PRIVATE LIMITED
ROCANA BUILDERS PRIVATE LIMITED
ASLESHA RESIDENCY PRIVATE LIMITED
OMANA TRADECOM PRIVATE LIMITED

✓ *Anand Agarwal*

By their Authorised Signatory Shri. Anand Agarwal

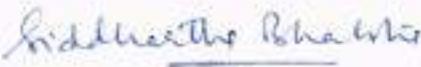


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ADDITIONAL EVIDENCE
OF A...
27 JUN 2017

	<p>NIRMAL KUMAR AGARWALA SAROJ KUMAR AGARWAL PIYUSH AGARWALA SAMEER AGARWALA </p>
	<p>By their Constituted Attorney Shri. Siddhartha Bhalotia AUNGKOR TRADELINK PRIVATE LIMITED PAWANPUTRA CONSULTANTS PRIVATE LIMITED RAMESHWAR BARTER PRIVATE LIMITED JAGMOHAN TIE UP PRIVATE LIMITED MAXMIN COMMERCIAL PRIVATE LIMITED DAMAYANTI TRADELINK PRIVATE LIMITED SAHANSIL SUPPLIERS PRIVATE LIMITED APNAPAN DEVELOPERS PRIVATE LIMITED LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED JHILMIL CONSULTANT PRIVATE LIMITED RAMESHWAR COMMOTRADE PRIVATE LIMITED CHARULATA TRADELINK PRIVATE LIMITED CHARULATA TIE UP PRIVATE LIMITED AMIYA TIEUP PRIVATE LIMITED AKRUTI BARTER PRIVATE LIMITED SADABAHAR DEALER PRIVATE LIMITED EMINENTLY TRADERS PRIVATE LIMITED ANURIMA MERCANTILE PRIVATE LIMITED AMIYA TRADELINK PRIVATE LIMITED JAGADHATRI VYAPAAR PRIVATE LIMITED AKASHGANGA TIE UP PRIVATE LIMITED SUMANGAL DEALTRADE PRIVATE LIMITED VIBGYOR MERCHANTS PRIVATE LIMITED NAVKETAN TIE-UP PRIVATE LIMITED</p>



M
ADDITIONAL SECRETARY
OF PUBLIC RELATIONS
27 JUN 2017

	<p>GOLDVIEW COMMOTRADE PRIVATE LIMITED NEW AGE TRADECOM PRIVATE LIMITED ANGELICA VINIMAY PRIVATE LIMITED LILY COMMOTRADE PRIVATE LIMITED CORNFLOWER ENCLAVE PRIVATE LIMITED MAGNOLIA TRADELINK PRIVATE LIMITED CAMERTON PROPERTIES PRIVATE LIMITED CAMERTON DEVELOPERS PRIVATE LIMITED YASHOMATI PROPERTIES PRIVATE LIMITED ALPINIACOMMOTRADE PRIVATE LIMITED POPPY TRADELINK PRIVATE LIMITED GLADIOLUS BUILDERS PRIVATE LIMITED DELPHINIUM PROJECTS PRIVATE LIMITED PERIWINKLE PROMOTERS PRIVATE LIMITED FREESIA VENTURES PRIVATE LIMITED KALAYOGI ENCLAVE PRIVATE LIMITED DEVPUJANINFRATECH PRIVATE LIMITED TORONADONIWAS PRIVATE LIMITED RICARDIA VINCOM PRIVATE LIMITED</p> <p></p> <p>By their Authorised Signatory Shri.Siddhartha Bhalotia</p>
	<p>MAYA AGARWAL BIJAY KUMAR AGARWALA SMITA MORE,</p>



ADDITIONAL COPY
OF REPORT
27 JUN 2017

	<p>By their Constituted Attorney <u>Shri. Ashish More</u></p> <p>ASHISH MORE</p> <p><i>Ashish More</i></p>
	<p>_____</p> <p>CONQUEST COMMERCIAL COPRIVATE LIMITED MATRIBHUMI DEALERS PRIVATE LIMITED RUKMANI INTERNATIONAL PRIVATE LIMITED</p> <p><i>Ashish More</i></p> <p>_____</p> <p>By their Authorised Signatory <u>Shri. Ashish More</u></p>
	<p>LANSDOWN MEDICALS PRIVATE LIMITED SHRADDHA PROPERTIES PRIVATE LIMITED DAFFODIL VYAPAR PRIVATE LIMITED DEVKRIPA VANIJAYA PRIVATE LIMITED ANGIRA SALES PRIVATE LIMITED BHUMI VINIMAY PRIVATE LIMITED N K TOWER PRIVATE LIMITED ROLCON FINVEST PRIVATE LIMITED SRIJAN REALTY PRIVATE LIMITED</p> <p><i>Ram Naresh Agarwal</i></p> <p>_____</p> <p>By their Director <u>Shri. Ram Naresh Agarwal</u></p> <p>SITALA INFRADEV PRIVATE LIMITED</p>

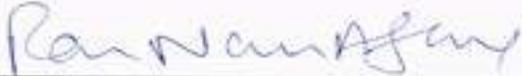


M
AUDITOR GENERAL OF CANADA
27 JUN 2017

<p>NEELKANTH INFRAREALTY PRIVATE LIMITED SHAGUN INFRAPROMOTERS PRIVATE LIMITED N K REGANCY PRIVATE LIMITED N K AGARWAL ESTATES PRIVATE LIMITED N K NIKETAN PRIVATE LIMITED EKTA VINIMAY PRIVATE LIMITED BASUKINATH VINIMAY PRIVATE LIMITED ELITE COMMODITIES PRIVATE LIMITED SIGMA CONSUMER GOODS PRIVATE LIMITED ZEST RETAILERS PRIVATE LIMITED KAMRUP MARKETING PRIVATE LIMITED ZEST COMMERCIAL PRIVATE LIMITED NORTH EAST CONSUMER GOODS PRIVATE LIMITED SALASAR DISTRIBUTORS PRIVATE LIMITED SHIVAM CONSUMER GOODS PRIVATE LIMITED BALAJI RETAILERS PRIVATE LIMITED MURLIDHAR TRADING PRIVATE LIMITED EXPRESS COMMODITIES PRIVATE LIMITED N K ABAAS PRIVATE LIMITED ADINATH DEVCON PRIVATE LIMITED EKDANT PROCON PRIVATE LIMITED UDAY INFOTECH PRIVATE LIMITED AASTHA NIKETAN PRIVATE LIMITED SITALA DEVCON PRIVATE LIMITED BHAGWATI INFRAREALTY PRIVATE LIMITED BALGOPAL INFRAPROMOTERS PRIVATE LIMITED BADRINATH INFRABUILD PRIVATE LIMITED BHOOTNATH INFOTECH PRIVATE LIMITED</p>
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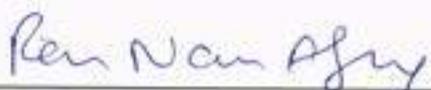
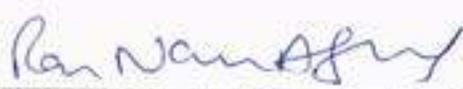


ADDITIONAL REGISTRAR
OF COMPANIES
27 JUN 2017

	<p>N.K. HIRISE PRIVATE LIMITED SHAGUN REALDEV PRIVATE LIMITED BHAGWATI INFRAPROMOTERS PRIVATE LIMITED BALGOPAL REALDEV PRIVATE LIMITED TIRUPATI CONSUMER GOODS PRIVATE LIMITED MAYFAIR VYAPAAR PRIVATE LIMITED KAMRUP DISTRIBUTORS PRIVATE LIMITED EXPRESS CONSUMER GOODS PRIVATE LIMITED SHIVAM RETAILERS PRIVATE LIMITED TANVI TOWER PRIVATE LIMITED NORTH EAST RETAILERS PRIVATE LIMITED ADINATH INFRACON PRIVATE LIMITED SALASAR CONSUMER GOODS PRIVATE LIMITED KAMRUP COMMERCIAL PRIVATE LIMITED EKDANT INFRAPROPERTIES PRIVATE LIMITED UDAY NIWAS PRIVATE LIMITED NEW WAYS CONSUMER GOODS PRIVATE LIMITED ELITE CONSUMER GOODS PRIVATE LIMITED RIDHI SIDHI NIKETAN PRIVATE LIMITED TIRUPATI ADVISORY SERVICES PRIVATE LIMITED</p> <p></p> <p>By their Authorised Signatory Shri Ram Naresh Agarwal</p>
	<p>MANISHA AGARWAL KIRAN AGARWAL</p> <p></p> <p>By their Constituted Attorney Shri Ram Naresh Agarwal</p>

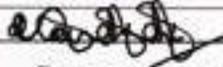


M
ATOL RECIPROCAL COMMISSION
CALIFORNIA
27 JUN 2017

	<p>AQUABLUE REALTY LLP ANGELICA REALTY LLP TRIMUKH REGENCY LLP AKSHI VYAPAR LLP ARIT DEALCOM LLP ELINA DEALERS LLP</p> <p></p> <p>By their Authorised Signatory Shri. Ram Naresh Agarwal</p> <p>SILVERLING REALTY LLP DUMONT REALTY LLP MORVEN REALTY LLP FOXTAIL REALTY LLP BHUVI DEALTRADE LLP SILVERBELL REALTY LLP DELMON REALTY LLP KYAL RESIDENCY LLP SUPERNOVA REALTORS LLP REDMAPLE REALTORS LLP WATERTOWN ESTATES LLP</p> <p></p> <p>By their Designated Partner Shri Ram Naresh Agarwal</p>
<p><u>SIGNED SEALED AND DELIVERED</u> by the <u>DEVELOPER</u> in the</p>	<p>SOUTHWINDS PROJECT LLP</p>



m
ADDITIONAL REGISTRAR
OF COMPANIES, WEST BENGAL
27 JUN 2017

presence of :-	 Partner
----------------	--

DRAFTED & PREPARED BY:

FOR M/S DMD LEGAL CONSULTANTS

Sulagna Rana

SULAGNA RANA

ADVOCATE

ENROLMENT NO. F/1070/861 of 2016

AAKASH KUMAR SINGH

9, ELGIN ROAD

KOLICATA - 700020

Aadesh Singl.

P-10 New Howrah Budge

Approach Road Kolkata 01