

DEED OF CONVEYANCE

This DEED OF CONVEYANCE ("Conveyance") executed on this _____ day of
_____ 202__ BY AND BETWEEN

Magnolia Infrastructure Development, Ltd.
Director

1. **SRI DEBASISH GHOSH alias DEBASISH LALA (PAN -BDEPG7891P), (AADHAAR NO.: 5086-1045-8770)** son of Late Panchanan Ghosh, by faith Hindu, by occupation: Retired Person, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
2. **SRI ARUN GHOSH alias ARUN LALA (PAN -BGNPG8049P), (AADHAAR NO. 4015-2840-2949)** son of Late Panchanan Ghosh, by faith Hindu, by occupation Retired Person, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
3. **SRI DIPANKAR GHOSH alias DIPANKAR LALA (PAN -BBXPG8226P), (AADHAAR NO. 8244-2531-2383)** son of Late Panchanan Ghosh, by faith Hindu, by occupation Retired Person, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
4. **SRI BISWAJIT GHOSH (PAN -BGBPG1979C), (AADHAAR NO. 6990-6855-8883)** son of Late Ambarish Ghosh, by faith Hindu, by occupation Business, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
5. **SRI ALOK GHOSH (PAN -ALKPG6412H), (AADHAAR NO. 2696-7708-8922)** son of Ambarish Ghosh, by faith Hindu, by occupation Business, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
6. **GITA RANI GHOSH (PAN - CLAPG5206R) (AADHAAR NO. 2785-5133-2315),** daughter of Late Panchanan Ghosh, by faith Hindu, by occupation House Wife, nationality Indian residing at **KRITTIPUR, SIMULIA, KRITIPUR, POST OFFICE: KRITIPUR, DISTRICT: NORTH 24 PARGANAS, PIN -700128, POLICE STATION: MADHYAMGRAM , WEST BENGAL, INDIA.**
7. **MITHU GHOSH (PAN - BGBPG1977N), (AADHAAR NO. 8154-0228-5794)** wife of Alok Ghosh, by faith Hindu, by occupation House Wife, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
8. **REKHA RANI GHOSH (PAN - BGBPG1976P), (AADHAAR NO. 7346-7921-7571)** wife of Biswajit Ghosh, by faith Hindu, by occupation House Wife nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
9. **SANJAY GHOSH (PAN - BFIPG7958H), (AADHAAR NO. 7617-2054-2418)** son of Late Samar Ghosh alias Samar Kumar Lala, by faith Hindu, by occupation Business, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**

10. **SUJAY GHOSH (PAN - BFIPG7960P) (AADHAAR NO. 8609-7403-6220)**, son of Late Samar Ghosh alias Samar Kumar Lala, by faith Hindu, by occupation Business, nationality Indian residing at **KASHINATHPUR, RAJARHAT, POST OFFICE KASHINATHPUR, POLICE STATION RAJARHAT, DISTRICT NORTH 24 PARGANAS, PIN - 700135, WEST BENGAL, INDIA.**
11. **SANDIP KUMAR GHOSH** alias **SANDIP KUMAR LALA (PAN: AMLPG2071J), (AADHAAR NO. _____)**, son of Late Amar Kumar Ghosh, by faith: Hindu, by occupation: _____, nationality: Indian, residing at Kashinathpur, Post office: Kashinathpur, Police Station: Rajarhat, District: North 24 Parganas, Pin - 700135, State - West Bengal, India.
12. **PRADIP KUMAR GHOSH** alias **PRADIP KUMAR LALA (PAN: APMPG1344L), (AADHAAR NO. _____)**, son of Late Amar Kumar Ghosh, by faith: Hindu, by occupation: _____, nationality: Indian residing at Kashinathpur, Post office: Kashinathpur, Police Station: Rajarhat, District: North 24 Parganas, Pin - 700135, State - West Bengal, India.
13. **AMAN GUPTA (PAN: BLZPG5476R), (AADHAAR NO. 2748 5035 2842)** son of Ajay Kumar Gupta, by faith: Hindu, by occupation: Business, nationality: Indian, residing at Avani Oxford, Block - 3, Flat No. 7B, 136 No. Jessore Road, Post Office: Bangur Avenue, Police Station: Lake Town, District - North 24 Parganas, Pin - 700055, West Bengal, India.

Now here present **vendor nos' 1, 2, 3, 4 & 5** represented by their constituted Attorney, **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**, (CIN: [U70200WB2010PLC152199](#)), (PAN: AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office: Beliaghata, Police Station: Beliaghata, District: South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR**, (PAN: APJPP9042B), (AADHAAR NO: 745559710223), son of Sri Milan Poddar, by nationality: Indian, by faith: Hindu, by occupation: Business, residing at BE-111, Sector-I, Salt Lake, Kolkata: 700064, Post Office: AE Market (Salt Lake City), Police Station: Bidhannagar (North), District: North 24 Parganas, State: West Bengal, vide Development Power of Attorney dated 23rd of May of 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat New Town, North 24 Parganas, and recorded in the Book No. I, Volume No. 1523-2018, Pages being 202039 to 202069 and being No. 152305803 & for the year 2018 and present **Vendor nos' 11 and 12** also represented by their constituted Attorney, **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**, (CIN: [U70200WB2010PLC152199](#)), (PAN: AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office: Beliaghata, Police Station: Beliaghata, District: South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR**, (PAN: APJPP9042B), (AADHAAR NO: 745559710223), son of Sri Milan Poddar, by nationality: Indian, by faith: Hindu, by occupation: Business, residing at BE-111, Sector-I, Salt Lake, Kolkata: 700064, Post Office: AE Market (Salt Lake City), Police Station: Bidhannagar (North), District: North 24 Parganas, State: West Bengal, vide Development Power of Attorney dated 20th June of 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat New Town, North 24 Parganas, and recorded in the Book No. I, Volume No. 1523-2018, Pages being 234782 to 234804 and being No. 152306927 & for the year 2018 and present **Vendor nos' 13** further also being represented by his constituted Attorney **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**, (CIN: [U70200WB2010PLC152199](#)), (PAN:

AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office: Beliaghata, Police Station: Beliaghata, District: South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR**, (PAN: APJPP9042B), (AADHAAR NO: 745559710223), son of Sri Milan Poddar, by nationality: Indian, by faith: Hindu, by occupation: Business, residing at BE-111, Sector-I, Salt Lake, Kolkata: 700064, Post Office: AE Market (Salt Lake City), Police Station: Bidhannagar (North), District: North 24 Parganas, State: West Bengal, vide Development Power of Attorney dated 29th July of 2022 registered in the Office of the Additional District Sub-Registrar, Rajarhat New Town, North 24 Parganas, and recorded in the Book No. I, Volume No. 1523-2022, Pages being 538034 to 538051 and being No. 152313398 & for the year 2022, further more **Vendor nos' 6,7,8,9 & 10** being represented by their constituted Attorney **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**, (CIN: [U70200WB2010PLC152199](#)), (PAN: AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office: Beliaghata, Police Station: Beliaghata, District South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR**, (PAN: APJPP9042B), (AADHAAR NO: 745559710223), son of Sri Milan Poddar, by nationality: Indian, by faith: Hindu, by occupation: Business, residing at BE-111, Sector-I, Salt Lake, Kolkata: 700064, Post Office: AE Market (Salt Lake City), Police Station Bidhannagar (North), District North 24 Parganas, State – West Bengal, vide Development Power of Attorney dated registered in the Office of the Additional District Sub-Registrar, Rajarhat New Town, North 24 Parganas, and recorded in the Book No., Volume No. 1523-....., Pages being to and being No. & for the year, all hereinafter collectively referred to as the “**VENDORS**” (which expression shall unless repugnant to the context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and permitted assigns) of the **FIRST PART**.

AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED, (CIN: U70200WB2010PLC152199), (PAN-AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office: Beliaghata, Police Station: Beliaghata, District South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR, (PAN: APJPP9042B), (AADHAAR NO: 7455 5971 0223)** son of Sri Milan Poddar, by nationality Indian, by faith Hindu, by occupation Business, residing at BE-111, Sector-I, Salt Lake, Kolkata-700064, Post Office AE Market (Salt Lake City), Police Station Bidhannagar (North), District North 24 Parganas, all hereinafter collectively referred to as the “**VENDOR-CUM-VENDOR-CUM-DEVELOPER**” (which expression shall unless repugnant to the context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

....., (PAN:), (AADHAAR No.),
), son/wife/daughter/Husband of
, by Nationality: Indian, by Faith:
 Hindu/Muslim/Christian/Sikh, by Occupation:, residing at
, **POST OFFICE:, POLICE
 STATION:, DISTRICT:, PIN:
, STATE:, INDIA**, hereinafter called the

“PURCHASER” (which expression shall unless repugnant to the context or meaning thereof shall include her respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The **LAND OWNER, VENDOR-CUM-VENDOR-CUM-DEVELOPER** and **PURCHASER** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Conveyance, unless the context otherwise requires:

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) “**Regulations**” means the Regulations made under the Act and the Rules;
- (d) “**Section**” means a section of the Act.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. **BACKGROUND:**

1.1 The Vendors no. 1 to 13 & the Vendor-Cum-Developer is the sole and absolute owner in respect of the **SCHEDULE PROPERTY**, morefully described in the **FIRST SCHEDULE** hereunder, which the Vendor-Cum-Developer has acquired right, title and interest thereof in the manner contemplated in the ‘Devolution of Title’ in respect of the Schedule Property, morefully described in the **SECOND SCHEDULE** hereto. The Vendor-Cum-Developer is undergoing the process of construction and development of the Schedule Property by constructing a housing complex thereon under the name and style of “**Magnolia Signature**” (hereinafter referred as the “**Project**”), the same being defined in the in the **PART - I** of the **THIRD SCHEDULE** hereto.

1.2 **WHEREAS** the Vendor-Cum-Developer may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Schedule Property (hereinafter referred as the “**ADDED AREA**”). The Added Area, as and when purchased from time to time, shall also be developed by the Vendor-Cum-Developer along with the Schedule Property and the said Added Area, when so developed, shall form part of a common integrated development along with the existing Schedule Property.

1.3 **WHEREAS** The Vendors no. 1 to 13 & the Vendor-Cum-Developer being seized, possessed and well sufficiently entitled to the Schedule Property has converted the same into a residential housing complex consisting of different phases and also consisting of several blocks therein, each of such blocks consisting of independent self-contained residential apartments, car parking spaces, units along with open areas with common areas and amenities therein under the name and style of “**Magnolia Signature**” (hereinafter referred as the “**Project**”) for the consideration and subject to the terms and conditions contained therein.

1.4 **WHEREAS** the Schedule Property (as also Added Area as and when purchased, if any), are earmarked for the purpose of building an integrated building complex as the Project. The buildings being part of the Project being constructed/has been constructed, on the existing quantum of the Schedule Property, as of now, (excluding any Added Area, if any) is comprised of residential apartments and also other spaces and common areas along with common amenities and facilities, comprised in numbers of building/blocks

being constructed/to be constructed in several phases (hereinafter referred as the “Complex”).

- 1.5 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within Schedule Property (as defined below) being constructed and the others are to be situated in other parts of the Complex and/or the Project to be built in the different phases of the Complex/Project on the Schedule Property and/or on the Added Areas (if any), all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the purchasers of the said Project/Complex and/or the purchasers of the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project/Complex on the Schedule Property and/or the Added Areas, as the case may be. The details of the common areas available for use in common by all the purchasers of the Complex and/or the Project are given in **PART - I** of the **THIRD SCHEDULE** hereunder written (hereinafter collectively referred as the “Common Areas”).
- 1.6 The said Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein) in accordance with the said Joint Development Agreements read with the General Power of Attorneys caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the complex/project and got the said plan Approved for sanctioned by Addl. Executive Officer of the North 24 Parganas Zilla Parishad, Barasat, being Memo No. 878/1(2)/ (N) Z.P. dated 20/01/2023.
- 1.7 The Project Property, morefully described in the **PART - I** of the **THIRD SCHEDULE** hereto is being developed by the Vendor-Cum-Developer by causing construction of the Project consisting of 176 (thirty-two) nos. of self-contained independent residential flats/apartments along with 142 Covered & 28 Open/Other parking spaces therein.
- 1.8 The Vendor-Cum-Developer has obtained its Registration No. _____ dated _____ issued by the Real Estate Regulatory Authority as per compliance under the provisions of Section 13(1) of the Act at West Bengal in respect of the Project at the Schedule Property in compliance with the Act and the Rules.
- 1.9 **WHEREAS** the Vendor-Cum-Developer has completed the construction of the said Building and obtained the Completion Certificate from the competent authority vide Completion Certificate No. _____, dated _____.
- 1.10 **WHEREAS** the Purchasers have applied for allotment of an apartment in the Project vide application no. _____ dated _____ and have been allotted **ALL THAT** Apartment No. _____, on the _____ floor, measuring a carpet area of _____ square feet, more or less, corresponding to built-up area of _____ square feet, more or less, in the Block named _____ (hereinafter referred as the “**Building**”), within the residential housing complex/project named “**MAGNOLIA SIGNATURE**” along with right to use _____ no. of _____ open/covered car parking space for parking a medium sized motor car, if any, as permissible under applicable law and of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **PART-II** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project (morefully

collectively described in the **FOURTH SCHEDULE** hereunder written and collectively the said "APARTMENT") and a floor plan showing the Apartment in "RED" border thereon is annexed hereto and marked as "ANNEXURE-A" and the Parties have entered into an Agreement for Sale dated _____, registered in the Office of the _____, recorded in Book No. I, Volume No. _____, at Pages _____ to _____, being Deed No. _____ for the year _____ (hereinafter referred as "Said Agreement") in this regard.

- 1.11 **WHEREAS** the Parties have gone through all the terms and conditions set out in the Said Agreement as well as in this Conveyance and have understood the mutual rights and obligations.
- 1.12 **WHEREAS** the Parties hereby confirm that they are signing this Conveyance with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project/Complex including the Phase(s) of the Complex and/or Project to which this Conveyance relates.
- 1.13 **WHEREAS** the Purchasers have been made aware and have unconditionally agreed that the purchasers of apartments in other phases of the entire Complex/Project shall also have complete and unhindered access to all Common Areas, as morefully described in **Part-II** of the **THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Vendor-Cum-Developer for use and enjoyment by such other co-owners and/or third parties, as the case may be.
- 1.14 **WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance as well as in the Said Agreement and all applicable laws, are now willing to enter into this Conveyance on the terms and conditions appearing hereinafter.
- 1.15 **WHEREAS** in accordance with the terms and conditions set out in the Said Agreement and in this Conveyance and as mutually agreed upon by and between the Parties, the Vendor-Cum-Developer hereby agrees to sell and the Purchasers hereby agrees to purchase the said Apartment, as specified in the manner mentioned below.
2. **Transfer Hereby Made** the Vendor-Cum-Developer hereby sells, conveys and transfers to and unto the Purchasers, absolutely and forever, free from encumbrances, the said Apartment described in **FOURTH SCHEDULE** below subject to covenants mentioned in this Conveyance, being:
- 2.1 **ALL THAT** Apartment No. _____, on the _____ floor, _____ side, having _____ flooring, measuring a carpet area of _____ square feet, more or less, corresponding to built-up area of _____ square feet, more or less, in the Block named _____, within the residential housing complex/project named "MAGNOLIA SIGNATURE", along with right to use _____ no. of _____ open/covered car parking space for parking a medium sized motor car, if any, as permissible under applicable law and of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **PART-II** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project and a floor plan showing the Apartment in "RED" border thereon is annexed hereto and marked as "ANNEXURE-A"

3. **Consideration and Payment:** The aforesaid transfer of the said Apartment is being made by the Vendor-Cum-Developer in consideration of the Total Price (defined below), i.e. **Rs. _____/- (Rupees _____ only)** subject to deduction of Tax Deducted at Source (TDS) @ 1% in compliance with Section 194-IA of the Income Tax Act 1961, paid by the Purchasers to the Vendor-Cum-Developer, receipt of which the Vendor-Cum-Developer hereby and by the **Receipt of Consideration** below, admits and acknowledges.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

4. **TERMS**

- 4.1 Subject to the terms and conditions as detailed in this Conveyance, the Vendor-Cum-Developer hereby sells to the Purchasers the said Apartment as more fully described in the **FOURTH SCHEDULE** herein below in consideration of the Total Price for the Apartment based on the carpet area of the Apartment, i.e. **Rs. _____/- (Rupees _____ Only)** (the "**TOTAL PRICE**").
- 4.2 The Total Price has been arrived at in the following manner:
- a) The Total Price above includes the booking amount paid by the Purchasers to the Vendor-Cum-Developer towards the Said Unit.
- b) The Total Price above includes taxes (consisting of tax paid or payable by the Vendor-Cum-Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor-Cum-Developer, up to the date of handing over the possession of the Said Unit to the Purchasers and the Project/Complex to the association of the flat owners or the Possession Date (as mentioned in the Sale Agreement) whichever is earlier.
- 4.2.1 In addition to the aforesaid Total Price, the following charges has been paid at actuals/or as mentioned by the Vendor-Cum-Developer:
- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and;
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required.
- 4.2.2 The Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actual at the time of possession.
- 4.2.3 The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Vendor-Cum-Developer in the name of such body as maybe so constituted by the Vendor-Cum-Developer.
- 4.2.4 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Vendor-Cum-Developer towards the Apartment.
 - (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Vendor-Cum-Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor-Cum-Developer, (by whatever name called) up to the date of handing over the possession of the Apartment to the Purchasers and the Project/Complex to the association of the flat owners or the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
 - (iii) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned hereinabove and includes cost for providing all other facilities, amenities and specifications provided within the Apartment and the Project.
- 4.3 The Vendor-Cum-Developer has not made any additions and/or alterations in the sanctioned plan of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part-II** of the **THIRD SCHEDULE** herein (which is in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Purchasers, as per the provisions of the Act, provided a few minor changes or alteration are as per the provisions of the Act.
- 4.4 The Vendor-Cum-Developer has confirmed to the Purchasers the final carpet area of the Apartment that has been allotted to the Purchasers after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price paid for the carpet area has been calculated upon confirmation by the Vendor-Cum-Developer. The Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendor-Cum-Developer, right and entitlement of the Vendor-Cum-Developer in the Said Property, the Sanctioned Plan, all background papers, the right of the Vendor-Cum- Vendor-Cum-Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchasers and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.
- 4.5 The Vendor-Cum-Developer agrees and acknowledges, that the Purchasers shall have the right to the Apartment as mentioned below:
- 4.5.1 The Purchasers shall have exclusive ownership of the Apartment;
 - 4.5.2 The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any

inconvenience or hindrance to them. It is clarified that the Vendor-Cum-Developer shall hand over the Common Areas to the association of all the flat owners as provided in the Act.

- 4.5.3 The rights of the Purchasers are limited to ownership of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 4.5.4 The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Vendor-Cum-Developer (without affecting the rights of the Purchasers, prejudicially) to accommodate its future plans regarding the Schedule Property and/or the Project/Complex and the Purchasers hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- 4.5.5 The Purchasers shall only have user rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas of the Project/Complex.
- 4.5.6 The computation of the price of the Apartment allotted to the Purchasers by the Vendor-Cum-Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.
- 4.6 It is made clear by the Vendor-Cum-Developer and the Purchasers agree that the Apartment (along with the covered independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Vendor-Cum-Developer and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Schedule Property and/or the additions made thereto and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers (including the Purchasers herein) of the Project/Complex.
- 4.7 The Vendor-Cum-Developer have paid all outgoing before transferring the physical possession of the apartments to the Purchasers, which the Vendor-Cum-Developer has collected from the all the flat/unit owners (including the Purchasers herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If any payment of such outgoings remains pending before transferring the said Apartment to the Purchasers, then, and in such event, the Vendor-Cum-Developer agrees to be liable, even after the transfer of the Apartment, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the

cost of any legal proceeding which may be taken therefore by such authority or person.

- 4.8 The transfer of the said Apartment being effected by this Conveyance is:
- 4.8.1 a sale within the meaning of Section 54 of the Transfer of Property Act, 1882.
- 4.8.2 absolute, irreversible and in perpetuity.
- 4.8.3 free from encumbrances including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutter*s, *wakfs*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 4.8.4 subject to the terms and conditions of this Conveyance, together with proportionate benefit of user and enjoyment of the Common Areas described in the **PART-II** of the **THIRD SCHEDULE** below, in common with the other co-owners of the said Building, the Said Complex and flat owners of the Added Area, including the Vendor-Cum-Developer.
- 4.9 The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:
- 4.9.1 Purchasers regularly and punctually paying costs, expenses, deposits and charges for Panchayet Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.
- 4.9.2 the Purchasers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described hereunder (collectively **Common Expenses/Maintenance Charge**).
- 4.9.3 observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **FIFTH SCHEDULE** below.
- 4.9.4 the Purchasers observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**) as mentioned hereunder in this conveyance.
- 4.9.5 indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchasers hereunder as well as under the Said Agreement. The Purchasers agree to keep indemnified the Vendor-Cum-Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor-Cum-Developer and/or their successors-in-interest by reason of any default of the Purchasers.
5. **CONSTRUCTION OF THE PROJECT/APARTMENT:**
The Purchasers have seen, inspected and accepted the said Apartment, the completion certificate/ occupancy certificate and also the floor plan as also shown in **Annexure-A** and also the specifications, amenities and facilities of the Apartment/Project as mentioned in the **Part-II** of the **THIRD SCHEDULE** hereto and have accepted the same which has been approved by the competent authority.

6. **POSSESSION OF THE APARTMENT:**

6.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Apartment has been handed over by the Vendor-Cum-Developer to the Purchasers, which the Purchasers admit, acknowledge and accept.

6.2 **Possession by the Purchasers-** The Vendor-Cum-Developer covenants with the Purchasers to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers (upon formation) or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Purchasers formed in the manner provided in the said Act.

7. **Compensation:** The Vendor-Cum-Developer shall compensate the Purchasers in case of any loss caused to him/them due to defective title of the Schedule Property, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATION AND WARRANTIES OF THE VENDOR-CUM-DEVELOPER:** The Vendor-Cum-Developer hereby represents and warrants to the Purchasers as follows:

- (i) The Vendor-Cum-Developer has absolute, clear and marketable title with respect to the Schedule Property; and the Vendor-Cum-Developer has the requisite rights to carry out development upon the Schedule Property and the Vendor-Cum-Developer is having absolute, actual, physical and legal possession of the Schedule Property and the Vendor-Cum-Developer is having permissive possession of the Schedule Property for construction and development of the Project/Complex;
- (ii) The Vendor-Cum-Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Complex;
- (iii) There are no encumbrances upon the Schedule Property or the Complex and the Purchasers will get the title of the Apartment free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule Property and/or Complex and/or the Apartment save and except as specifically mentioned, if any, in this Conveyance.
- (v) All approvals, licenses, permits and completion certificate issued by the competent authorities with respect to the Complex and/or the Schedule Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor-Cum-Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Project, Schedule Property, building, Apartment and Common Areas;

- (vi) The Vendor-Cum-Developer has the right to execute this Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- (vii) The Vendor-Cum-Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the Schedule Property, including the Project/Complex and the said Apartment which will, in any manner, affect the right, title and interest of Purchasers under this Conveyance;
- (viii) The Vendor-Cum-Developer confirms that the Vendor-Cum-Developer is not restricted in any manner whatsoever from selling the Apartment to the Purchasers in the manner contemplated in this Conveyance;
- (ix) The Vendor-Cum-Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas to the association of Purchasers or the competent authority, as the case may be at the time of completion of entire Complex/Project.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendor-Cum-Developer has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to Project/Complex to the competent Authorities till the date of completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part - II** of the **THIRD SCHEDULE** hereto) have been handed over to the Purchasers and the association of Purchasers or the competent authority, as the case may be or till the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Schedule Property) has been received by or served upon the Vendor-Cum-Developer in respect of the Schedule Property and/or the Complex.

9. COVENANTS & RIGHTS OF THE PURCHASERS:

9.1 The Purchasers hereby covenant and agree with the Vendor-Cum-Developer as follows:

- 9.1.1 that, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall at all times make timely payment of the proportionate Common Charges and Expenses to the Vendor-Cum-Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Vendor-Cum-Developer or the Association, as the case may be, failing which the Vendor-Cum-Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

- 9.1.2 that the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Complex, in such manner as may be decided by the Vendor-Cum-Developer or the Association, as the case be, from time to time in this regard;
- 9.1.3 that the right of the Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Vendor-Cum-Developer or the Association, as the case maybe, and performance by the Purchasers of all his/her/its obligations in respect of the terms and conditions specified by the Vendor-Cum-Developer or the Association, as the case maybe, from time to time;
- 9.1.4 that the Purchasers shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "OUTGOINGS") related to the Apartment on and from the Possession Date (as mentioned in the Said Agreement). However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies, surcharges and other outgoings, the Purchasers shall be liable to and will pay his/her/its proportionate outgoings attributable to the Apartment and/or Vendor-Cum-Developer and/or the Association, as the case may be. Further, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall be liable to pay proportionately all outgoings for the Common Areas on the basis of bills to be raised by the Vendor-Cum-Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchasers in respect thereof;
- 9.1.5 that the Purchasers shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Vendor-Cum-Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendor-Cum-Developer due to non-fulfilment and/or non-observance of this obligation by the Purchasers;
- 9.1.6 that the Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor-Cum-Developer or the Association;
- 9.1.7 that wherever in this Conveyance it is stipulated that the Purchasers have to make any payment, in common with other co-buyers in the Complex, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Complex;
- 9.1.8 that the Purchasers shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchasers shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.1.9 that the Purchasers agree that the Vendor-Cum-Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Complex, and the Purchasers agree to permit the Vendor-Cum-Developer and/or the Association to enter into the Apartment or any part thereof, after due notice and

during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 9.1.10 that the Purchasers hereby accept not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Purchasers shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Purchasers shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 9.1.11 that the Purchasers hereby accept not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Purchasers shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 9.1.12 that the Purchasers hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 9.1.13 that the Purchasers hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;
- 9.1.14 that the Purchasers hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Conveyance; and
- 9.1.15 that the Purchasers hereby accept, confirm and declare that the covenants of the Purchasers as contained in this Conveyance shall (A) run perpetually; and (B) bind the Purchasers and his/its successors-in-title or interest and that the Purchasers shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Conveyance.

10. MAINTENANCE OF THE APARTMENT/ PROJECT:

- 10.1 The Vendor-Cum-Developer has provided and shall maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association of Purchasers (upon formation).
- 10.2 The cost of such maintenance from the date of the Purchasers taking over physical possession and/or from the Possession Date, (as mentioned in the Said Agreement) whichever is earlier, is payable by the Purchasers for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment) and/or in the manner as provided in this Conveyance and/or as may be so decided by the Vendor-Cum-Developer and/or the association of all the flat owners, as the case may be.

11. INTERIM MAINTENANCE PERIOD:

- 11.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation of the Association the Vendor-Cum-Developer shall through itself

or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- 11.2 The Vendor-Cum-Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- 11.3 The Vendor-Cum-Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Project/Complex by the Association as provided in this Conveyance. The cost of such maintenance shall be borne and paid by the Purchasers proportionately for the Apartment.
- 11.4 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Complex such as fire detection and protection and management of general security control of the Complex.
- 11.5 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Vendor-Cum-Developer with such restrictions as may be necessary for proper maintenance and all the Purchasers are bound to follow the same.
- 11.6 After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Vendor-Cum-Developer, with or without amendments, as may be deemed necessary by the Association.

12. FORMATION OF ASSOCIATION

- 12.1 The Vendor-Cum-Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (hereinafter referred as the "ASSOCIATION"), and it shall be incumbent upon the Purchasers to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchasers shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchasers hereby authorize the Vendor-Cum-Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchasers shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 12.2 Each Apartment/unit in the Complex and/or the Project shall represent one share, irrespective of the number of persons owning such Apartment/unit. Further, in the event an Apartment/unit is owned by more than one person, then the person whose name first

appears in the nomenclature of this Conveyance as the Purchasers shall only be entitled to become a member of the Association. In the event that the purchaser/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of the Purchasers shall not be entitled to become a member of the Association.

- 12.3 Upon formation of the Association, the Vendor-Cum-Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Vendor-Cum-Developer and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Vendor-Cum-Developer, and the Vendor-Cum-Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Purchasers and the Association shall keep the Vendor-Cum-Developer fully safe, harmless and indemnified in respect thereof.
- 12.4 The Purchasers agree and undertake to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Vendor-Cum-Developer, which deposit shall be pooled into a Sinking Fund (hereinafter referred as the "**Sinking Fund**"). The Purchasers further agree and acknowledge that such Sinking Fund shall be handed over to the Association by the Vendor-Cum-Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchasers and the several co-buyers of the Complex to the Vendor-Cum-Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchasers and the several co-buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Purchasers undertake to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Vendor-Cum-Developer as due and payable by the Purchasers and/or to replenish any shortfalls caused on account of the Purchasers. Further, it is hereby agreed that the Purchasers shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Vendor-Cum-Developer to the Association and the Purchasers and the Association shall jointly and severally keep the Vendor-Cum-Developer indemnified for the same.
- 12.5 The Purchasers acknowledge and agree to allow the Vendor-Cum-Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Purchasers hereby agree and undertake to bear all taxes that may be levied on the Vendor-Cum-Developer on account of making such adjustments and/or on account of the Vendor-Cum-Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchasers hereby undertake to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- 12.6 The Vendor-Cum-Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Vendor-Cum-Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Complex. Such payment towards the Sinking Fund shall not absolve the Purchasers of its obligation to pay the applicable maintenance charges in terms of this Conveyance.
- 12.7 The Purchasers acknowledge that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Vendor-Cum-Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.
- 12.8 The Purchasers expressly agree and acknowledge that it is obligatory on the part of the Purchasers to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Complex.
- 12.9 Further, the Purchasers agree and undertake to pay all necessary deposits/charges to the Vendor-Cum-Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Vendor-Cum-Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Vendor-Cum-Developer.
- 12.10 Without prejudice to the rights available under this Conveyance, in the event that any amount payable to the Vendor-Cum-Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Vendor-Cum-Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 12.11 It has been agreed by the Parties that the Association(s) of all the Purchasers of all the buildings in the Complex as and when the Complex is completed in its entirety shall own in common all common areas, amenities and facilities of the Complex together with all easement rights and appurtenances belonging thereto.
13. **DEFECT LIABILITY:**
- 13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor-Cum-Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor-Cum-Developer within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the Vendor-Cum-Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor-Cum-Developer's failure to rectify such defects within such time, the Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

14.1 The Vendor-Cum-Developer /maintenance agency/Association (upon formation) shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Purchasers agree to permit the Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

15.1 **Use of Basement and Service Area:** The basement(s) and service areas, if any, as located within the Complex is earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Purchasers shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association formed by the Purchasers or caused to be formed for the Purchasers for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 The Purchasers shall be solely responsible to maintain the Apartment at the Purchaser's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Purchasers further undertake, assure and guarantee that the Purchasers would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor-Cum-Developer and thereafter, the Association of the flat owners and/or maintenance agency appointed by the Association. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are executing this Conveyance with the full knowledge of all laws, rules, regulations, notifications applicable to the Complex.

18. **ADDITIONAL CONSTRUCTION:**

The Vendor-Cum-Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. **APARTMENT OWNERSHIP ACT**

The Vendor-Cum-Developer has assured the Purchasers that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Vendor-Cum-Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

20. **SEVERABILITY:**

If any provision of this Conveyance shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE:**

Wherever in this Conveyance it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in the Complex, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Complex.

22. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Conveyance or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. **PLACE OF EXECUTION:**

The execution of this Conveyance shall be complete only upon its execution by the Vendor-Cum-Developer through its authorized signatory at the Vendor-Cum-Developer's Office, or at some other place, which may be mutually agreed between the Vendor-Cum-Developer and the Purchasers in Kolkata after the Conveyance is duly executed by the Purchasers and the Vendor-Cum-Developer simultaneously with the execution the said Conveyance shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Conveyance shall be deemed to have been executed at Kolkata.

24. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchasers, in respect of the Apartment, prior to the execution and registration of this Conveyance for the Apartment, shall not be construed to limit the rights and interests of the Purchasers under this Conveyance or under the Act or the rules or the regulations made there under.

25. **GOVERNING LAW:**

That the rights and obligations of the Parties under or arising out of this Conveyance shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

26. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Conveyance, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE "SCHEDULE PROPERTY")

ALL THAT the pieces or parcels of land measuring **294.58 decimal**, being a demarcated portion of R.S./L.R. Dag Nos. 1346, 1347, 1348, 1349,1344 1345, 1316.1320,1321,1323,1352 AND 1354, recorded under L.R. Khatian Nos. 35, 289, 297, 713, 757, 1065, 1066, 1067, 1068, 1431, 1432, 2320 2321, 2459 AND 2021, at Mouza: Kashinathpur, J.L. No. 39, Police Station: Rajarhat, Sub-Registration District Rajarahat (formerly Bidhannagar), PIN- 700135, District: North 24 Parganas and butted and bounded as follows:

| | | |
|--------------|---|--------------------------------------------------------------------------------------|
| ON THE NORTH | : | Land of R.S. Dag Nos. 1342, 1343 and Land of Other Dag Nos. |
| ON THE EAST | : | Land of Dag nos. 1323, 1324, 1319, Part Land of Dag No. 1321& land of other Dag nos. |
| ON THE SOUTH | : | Land of R.S. Dag No. 1350 and Part Land of R.S. Dag No. 1352 |
| ON THE WEST | : | 100 Wide P.W.D. Road |

THE SECOND SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)

THE CHAIN OF TITLE REGARDING OWNERSHIP OF (1) SRI DEBASISH GHOSH ALIAS DEBASISH LALA, (2) SRI ARUN GHOSH ALIAS ARUN LALA, (3) SRI DIPANKAR GHOSH ALIAS DIPANKAR LALA, (4) SRI BISWAJIT GHOSH, (5) SRI ALOK GHOSH AND (6) SANDIP KUMAR GHOSH (LALA) AND (7) PRADIP KUMAR GHOSH (LALA), (8) GITA RANI GHOSH, (9) MITHU GHOSH, (10) REKHA RANI GHOSH IN R.S./L.R. DAG NOS. 1344, 1345, 1346, 1347, 1348, 1349, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

1. At all material time one Ambika Charan Ghosh alias Ambika Charan Lala was the sole, recorded and absolute owner recorded under R.S. Khatian Nos. 85, 139, 184 and 410 in respect of (1) land measuring 30 (thirty) decimal, being the entirety of R.S./L.R. Dag No. 1346, at *Mouza* Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**First Larger Property**), (2) land measuring 30 (thirty) decimal, being the entirety of R.S./L.R. Dag No. 1347, at *Mouza*-Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Second Larger Property**), (3) land measuring 47 (forty seven) decimal, being the entirety of R.S./L.R. Dag No. 1348, at *Mouza*-Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Third Larger Property**) and (4) land measuring 12 (twelve) decimal, being the entirety of R.S./L.R. Dag No. 1349, at *Mouza*-Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Fourth Larger Property**).
2. Said Ambika Charan Ghosh alias Ambika Charan Lala died intestate leaving behind him surviving his 2 (two) sons, namely, (1) Panchanan Ghosh alias Panchanan Lala and (2) Pashupati Ghosh alias Pashupati Lala, as his only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Ambika Charan Ghosh alias Ambika Charan Lala in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.
3. Said Panchanan Ghosh alias Panchanan Lala died intestate leaving behind him surviving his wife, PanchibalaDasi Ghosh (Lala), his 5 (five) sons, namely, (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias Dipankar Lala and his only daughter, Gita Rani Ghosh, as his only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Panchanan Ghosh alias PanchananLala in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.
4. Said Panchibala Dasi Ghosh (Lala) died intestate leaving behind her surviving her 5 (five) sons, namely, (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias Dipankar Lala and her only daughter, Gita Rani Ghosh, as her only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Panchibala Dasi Ghosh (Lala) in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.

5. By a Deed of Gift dated 2nd July, 2004, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), recorded in Book No. I, Volume No. 282, at Pages 76 to 95, being Deed No. 04752 for the year 2004, said Gita Rani Ghosh out of natural love and affection towards her brothers, gifted, granted and transferred her right, title and interest in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property in favour of (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias Dipankar Lala, free from all encumbrances.
6. Said Pashupati Ghosh alias Pashupati Lala, being a legal heir of Ambika Charan Ghosh alias Ambika Charan Lala died intestate leaving behind him surviving his wife, Santibala Ghosh and his 2 (two) sons, namely, (1) Samar Kumar Ghosh alias Samar Kumar Lala and (2) Amar Kumar Ghosh alias Amar Kumar Lala, as his only legal heirs and heiress, who jointly and in equal share inherited the right, title and interest of Late Pashupati Ghosh alias Pashupati Lala in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.
7. Said Santibala Ghosh died intestate leaving behind her surviving her 2 (two) sons, namely, (1) Samar Kumar Ghosh alias Samar Kumar Lala and (2) Amar Kumar Ghosh alias Amar Kumar Lala, as her only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Santibala Ghosh in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.
8. Said Amar Kumar Ghosh alias Amar Kumar Lala died intestate leaving behind him surviving his wife, Jaysree Ghosh, his 2 (two) sons, namely, (1) Sandip Kumar Ghosh (Lala) and (2) Pradip Kumar Ghosh (Lala) and his 2 (two) daughters, namely, (1) Pratima Ghosh and (2) Purnima Ghosh, as his only legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Amar Kumar Ghosh alias Amar Kumar Lala in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, free from all encumbrances.
9. By a Deed of Gift dated 12th July, 2004, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake), recorded in Book No. I, being Deed No. 00348 for the year 2005, said (1) Jayshree Ghosh (Lala), (2) Pratima Ghosh and (3) Purnima Ghosh out of natural love and affection towards their brothers, gifted, granted and transferred their right, title and interest in the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property in favour of (1) Sandip Kumar Ghosh (Lala) and (2) Pradip Kumar Ghosh (Lala), free from all encumbrances.
10. In the above mentioned events and circumstances (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias Dipankar Lala, (6) Samar Kumar Ghosh alias Samar Kumar Lala, (7) Sandip Kumar Ghosh (Lala) and (8) Pradip Kumar Ghosh (Lala) became the joint and absolute owners in respect of the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property, having diverse shares therein as mentioned in the chart below, free from all encumbrances.

| Sl. | Name of the Owner | Share in First, Second, Third and Fourth Larger Property |
|---------------|-------------------------------------------|----------------------------------------------------------|
| 1. | Ambarish Ghosh alias Ambarish Lala | 10% |
| 2. | Sailendra Nath Ghosh alias Sailendra Lala | 10% |
| 3. | Debasish Ghosh alias Debasish Lala | 10% |
| 4. | Arun Ghosh alias Arun Lala | 10% |
| 5. | Dipankar Ghosh alias Dipankar Lala | 10% |
| 6. | Samar Kumar Ghosh alias Samar Kumar Lala | 25% |
| 7. | Sandip Kumar Ghosh (Lala) | 12.5% |
| 8. | Pradip Kumar Ghosh (Lala) | 12.5% |
| Total: | | 100% |

11. By virtue of a Deed of Partition dated 5th August, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2016, Pages 261726 to 261758, being Deed No. 152308505 for the year 2016, said (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala, (5) Dipankar Ghosh alias Dipankar Lala, (6) Samar Kumar Ghosh alias Samar Kumar Lala, (7) Sandip Kumar Ghosh (Lala) and (8) Pradip Kumar Ghosh (Lala) caused partition of inter alia the First Larger Property, the Second Larger Property, the Third Larger Property and the Fourth Larger Property by metes and bounds and became the absolute owners in respect of their respective Plot as delineated and demarcated on the Plan annexed thereto. The area measurement of each Lot is given in the chart below:

| Plot | Owners | Area in First Larger Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Larger Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Larger Property R.S./L.R. Dag No. 1348 (indec.) | Area in Fourth Larger Property R.S./L.R. Dag No. 1349 (in dec.) | Total Area (in dec.) |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------|----------------------|
| A | (1) Ambarish Ghosh alias AmbarishLala, (2) Sailendra Nath Ghosh alias SailendraLala, (3) Debasish Ghosh alias DebasishLala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias Dipankar Lala | 19.15 | 13.76 | 20.85 | 2.74 | 56.5 |
| B | Samar Kumar Ghosh alias Samar Kumar Lala | 6.74 | 7.76 | 11.97 | 4.77 | 31.24 |
| C | (1) Sandip Kumar Ghosh (Lala) and (2) Pradip Kumar Ghosh (Lala) | 4.11 | 8.48 | 14.18 | 4.49 | 31.26 |
| Total: | | 30 | 30 | 47 | 12 | 119 |

12. In the above mentioned circumstances (1) Ambarish Ghosh alias AmbarishLala, (2) Sailendra Nath Ghosh alias SailendraLala, (3) Debasish Ghosh alias DebasishLala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias DipankarLala and (6) Samar Kumar Ghosh alias Samar Kumar Lala became the joint and absolute owners in respect of (1) land measuring 25.89 (twenty five point eight nine) decimal, out of the First Larger Property, being a demarcated portion of R.S./L.R. Dag No. 1346, at Mouza: Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**First Property**), (2) land measuring 21.52 (twenty one point five two) decimal, out of the Second Larger Property, being a demarcated portion of R.S./L.R. Dag No. 1347, at Mouza: Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Second Property**), (3) land measuring 32.85 (thirty two point eight five) decimal, out of the Third Larger Property, being a demarcated portion of R.S./L.R. Dag No. 1348, at Mouza: Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Third Property**) and (4) land measuring 7.51 (seven point five one) decimal, out of the Fourth Larger Property, being a portion of R.S./L.R. Dag No. 1349, at Mouza: Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Fourth Property**).
13. By a Deed of Gift dated 10th August, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2016, at Pages 268531 to 268569, being Deed No. 152308721 for the year 2016, said Ambarish Ghosh alias Ambarish Lala out of natural love and affection towards his sons, gifted, granted and transferred his right, title and interest in Plot-A as aforesaid being a portion of the First Property, the Second Property, the Third Property and the Fourth Property in favour of (1) Biswajit Ghosh and (2) Alok Ghosh, free from all encumbrances.
14. In the above mentioned events and circumstances said (1) Sailendra Nath Ghosh alias Sailendra Lala, (2) Debasish Ghosh alias Debasish Lala, (3) Arun Ghosh alias Arun Lala, (4) Dipankar Ghosh alias Dipankar Lala, (5) Biswajit Ghosh, (6) Alok Ghosh and (7) Samar Kumar Ghosh alias Samar Kumar Lala (8) Sandip Kumar Ghosh (Lala) and (9) Pradip Kumar Ghosh (Lala) became the joint and absolute owners of the First Property, the Second Property, the Third Property and the Fourth Property having diverse shares therein and mutated their name in the records of the Block Land and Land Reforms Office, Rajarhat, under follwin manner:

| NAME | KHATIAN NOS. |
|----------------------------|--------------|
| Sailendra Nath Ghosh(Lala) | 713,1065 |
| Arun Kumar Ghosh (Lala) | 35,1066 |
| Debasish Ghosh(Lala) | 297,1067 |
| Dipankar Ghosh (Lala) | 289,1068 |
| Alok Ghosh (Lala) | 2321 |
| Biswajit Ghosh (Lala) | 2320 |
| Pradip Kumar Ghosh (Lala) | 1431 |
| Sandip Kumar Ghosh (Lala) | 1432 |
| Samar Kumar Ghosh (Lala) | 757 |

15. At all material time (1) Ambarish Ghosh alias Ambarish Lala, (2) Sailendra Nath Ghosh alias Sailendra Lala, (3) Debasish Ghosh alias Debasish Lala, (4) Arun Ghosh alias Arun Lala and (5) Dipankar Ghosh alias DipankarLala were the joint, recorded and absolute owners of land measuring 44 (fourty four) decimal, being the entirety of R.S./L.R. Dag No. 1344, recorded under L.R. Khatian Nos. 29, 35, 289, 297 and 713, at Mouza - Kashinathpur, J. L. No. 39, Police

Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Fifth Property**) in diverse share therein as mentioned in the chart below, free from all encumbrances.

| Sl. | Owner | L.R. Khatian No. | Area Owned (in dec.) |
|---------------|-------------------------------------------|------------------|----------------------|
| 1. | Ambarish Ghosh alias AmbarishLala | 29 | 24 |
| 2. | Sailendra Nath Ghosh alias Sailendra Lala | 713 | 05 |
| 3. | Debasish Ghosh alias DebasishLala | 297 | 05 |
| 4. | Arun Ghosh alias Arun Lala | 35 | 05 |
| 5. | Dipankar Ghosh alias DipankarLala | 289 | 05 |
| Total: | | | 44 |

16. By a Deed of Gift dated 10th August, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2016, at Pages 268531 to 268569, being Deed No. 152308721 for the year 2016, said Ambarish Ghosh alias Ambarish Lala out of natural love and affection towards his sons, gifted, granted and transferred his right, title and interest in the Fifth Property being land measuring 24 (twenty four) decimal, more or less, out of the Fifth Property, in favour of (1) Biswajit Ghosh and (2) Alok Ghosh, free from all encumbrances.
17. In the above mentioned circumstances said (1) Biswajit Ghosh and (2) Alok Ghosh became the joint and absolute owners in respect of land measuring 24 (twenty four) decimal, more or less, out of the Fifth Property and also mutated their name in the records of the Block Land and Land Reforms Office, Rajarhat, in L.R. Khatian Nos. 2320 and 2321, respectively.
18. In the above mentioned events and circumstances (1) Biswajit Ghosh, (2) Alok Ghosh, (3) Sailendra Nath Ghosh alias Sailendra Lala, (4) Debasish Ghosh alias Debasish Lala, (5) Arun Ghosh alias Arun Lala and (6) Dipankar Ghosh alias Dipankar Lala became the joint and absolute owners in respect of the Fifth Property having diverse share therein, free from all encumbrances.
19. At all material time Arun Ghosh alias Arun Lalawas the sole, recorded and absolute owner of land measuring 2.25 (two point two five) decimal, being a portion of R.S./L.R. Dag No. 1345, recorded under L.R. Khatian No. 35, at *Mouza*Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas (**Sixth Property**), free from all encumbrances.
20. In the aforesaid manner said (1) **SRI SAILENDRA NATH GHOSH** alias **SAILENDRA LALA**, (2) **SRI DEBASISH GHOSH** alias **DEBASISH LALA**, (3) **SRI ARUN GHOSH** alias **ARUN LALA**, (4) **SRI DIPANKAR GHOSH** alias **DIPANKAR LALA**, (5) **SRI BISWAJIT GHOSH**, (6) **SRI ALOK GHOSH** and (7) **SRI SAMAR KUMAR GHOSH** alias **SAMAR KUMAR LALA** (8) **SANDIP KUMAR GHOSH (LALA)** AND (9) **PRADIP KUMAR GHOSH (LALA)** became the joint and absolute owners of land measuring **165.25 Decimal** in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property free from all encumbrances as detailed in the chart below:

| Owners | Area in First Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Property R.S./L.R. Dag No. 1348 (in dec.) | Area in Fourth Property R.S./L.R. Dag No. 1349 (in dec.) | Area in Fifth Property R.S./L.R. Dag No. 1344 (in dec.) | Area in Sixth Property R.S./L.R. Dag No. 1345 (in dec.) | Total Area (in dec.) |
|-------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|----------------------|
| Biswajit Ghosh | 3.20 | 2.29 | 3.475 | 0.45 | 12 | Nil | 21.415 |
| Alok Ghosh | 3.19 | 2.30 | 3.475 | 0.45 | 12 | Nil | 21.415 |
| Sailendra Nath Ghosh alias Sailendra Lala | 3.19 | 2.30 | 3.475 | 0.46 | 5 | Nil | 14.425 |
| Debasish Ghosh alias Debasish Lala | 3.19 | 2.29 | 3.475 | 0.46 | 5 | Nil | 14.415 |
| Arun Ghosh alias Arun Lala | 3.19 | 2.29 | 3.475 | 0.46 | 5 | 2.25 | 16.665 |
| Dipankar Ghosh alias Dipankar Lala | 3.19 | 2.29 | 3.475 | 0.46 | 5 | Nil | 14.415 |
| Samar Kumar Ghosh alias Samar Kumar Lala | 6.74 | 7.76 | 11.97 | 4.77 | Nil | Nil | 31.24 |
| | | | | | | Total: | 133.99 |
| Sandip Kumar Ghosh (Lala) | 2.055 | 4.24 | 7.09 | 2.245 | Nil | Nil | 15.63 |
| Pradip Kumar Ghosh (Lala) | 2.055 | 4.24 | 7.09 | 2.245 | Nil | Nil | 15.63 |
| | | | | | | Total: | 31.26 |
| | | | | | | All Total | 165.25 |

21. Said (1) Biswajit Ghosh, (2) Alok Ghosh, (3) Sailendra Nath Ghosh alias Sailendra Lala, (4) Debasish Ghosh alias Debasish Lala, (5) Arun Ghosh alias Arun Lala and (6) Dipankar Ghosh alias Dipankar Lala (7) Samar Kumar Ghosh alias Samar Kumar Lala intend to develop the aforesaid plot of their land measuring an area **133.99 decimal** by raising construction of multi storied building thereon but due to paucity of funds and lack of experience they jointly entered into a Registered Development Agreement with the Present Vendor-Cum-Developer herein on 23rd May of 2018 Registered at A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2018, Pages 200121 to 200182, being No. 152305799 in the year 2018 & Registered Development power of attorney on 23rd May of 2018 Registered at A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2018, Pages 202039 to 202069, being No. 152305803 in the year 2018.
22. In the subsequent time one (1) Sandip Kumar Ghosh (Lala) and (2) Pradip Kumar Ghosh (Lala), also intend to develop the aforesaid plot of their land measuring an area **31.26 decimal** by raising construction of multi storied building thereon but due to paucity of funds and lack of experience they jointly entered into a Registered Development Agreement with the Present

Vendor-Cum-Developer herein on 20th June of 2018 Registered at the Office of the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2018, Pages 234215 to 234266, being No. 152306899 in the year 2018 & Registered Development power of attorney on 20th June of 2018 Registered at A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2018, Pages 234782 to 234804, being No. 152306927 in the year 2018.

23. Thus on the basis of the aforesaid facts and circumstances said **Sailendra Nath Ghosh alias Sailendra Lala** became the absolute owners of the aforesaid land measuring 14.425 decimal comprised in R.S. Dag Nos. 1344, 1346, 1347, 1348, 1349 at Mouza: Kashinathpur, J.L. No. 39, Police Station: Rajarhat, Sub-Registration District Rajarahat, District: North 24 Parganas.
24. The said Sailendra Nath Ghosh alias Sailendra Lala died intestate on, in unmarried /bachelor condition leaving behind his brothers namely Ambarish Ghosh alias Ambarish Lala, Debasish Ghosh alias Debasish Lala, Arun Ghosh alias Arun Lala, Dipankar Ghosh alias Dipankar Lala, & sister namely **Gita Rani Ghosh** as his only heirs and successors-in-interest in respect of his aforesaid land measuring **14.425 Decimal**, left by the said Sailendra Nath Ghosh alias Sailendra Lala, since deceased. Each got 1/5th undivided share of his land i.e. measuring **2.885 decimal** be the same a little more or less free from all encumbrances as detailed in the chart below:

| Owners | Area in First Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Property R.S./L.R. Dag No. 1348 (in dec.) | Area in Fourth Property R.S./L.R. Dag No. 1349 (in dec.) | Area in Fifth Property R.S./L.R. Dag No. 1344 (in dec.) | Total Area (in dec.) |
|------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|
| Ambarish Ghosh alias Ambarish Lala | 0.638 | 0.46 | 0.695 | 0.092 | 1 | 2.885 |
| Debasish Ghosh alias Debasish Lala | 0.638 | 0.46 | 0.695 | 0.092 | 1 | 2.885 |
| Arun Ghosh alias Arun Lala | 0.638 | 0.46 | 0.695 | 0.092 | 1 | 2.885 |
| Dipankar Ghosh alias Dipankar Lala | 0.638 | 0.46 | 0.695 | 0.092 | 1 | 2.885 |
| Gita Rani Ghosh | 0.638 | 0.46 | 0.695 | 0.092 | 1 | 2.885 |

Total 14.425 Decimal

25. Thus on the basis of the aforesaid facts and circumstances and on the basis of inheritance said Ambarish Ghosh alias Ambarish Lala became the absolute owner of his deceased brother's (Late Sailendra Nath Ghosh alias Sailendra Lala) 1/5th share of land measuring **2.885 decimal** comprised in R.S. Dag No- 1344, 1346, 1347, 1348, 1349 at Mouza - Kashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas.

26. The said Ambarish Ghosh alias Ambarish Lala gifted aforesaid land measuring **2.885 decimal** to his own daughter in law, the said **Mithu Ghosh & Rekha Rani Ghosh**, by the strength of a Registered Deed of Gift, registered on 10/10/2020, registered in the office of the A.D.S.R. RAJARHAT, and recorded in Book No.- I, Volume No.1523-2020, Pages 24997 to 248024, being Deed No. 06021 for the year 2020.
27. Thus on the basis of the aforesaid facts and circumstances and on the basis of aforesaid deed of gift said **Mithu Ghosh & Rekha Rani Ghosh** became the absolute joint owner of land measuring 2.885 decimal comprised in R.S. Dag No- 1344, 1346, 1347, 1348, 1349 at MouzaKashinathpur, J.L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas, free from all encumbrances as detailed in the chart below:

| Owners | Area in First Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Property R.S./L.R. Dag No. 1348 (in dec.) | Area in Fourth Property R.S./L.R. Dag No. 1349 (in dec.) | Area in Fifth Property R.S./L.R. Dag No. 1344 (in dec.) | Total Area (in dec.) |
|------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|
| Mithu Ghosh | 0.319 | 0.23 | 0.3475 | 0.046 | 0.5 | 1.4425 |
| Rekha Rani Ghosh | 0.319 | 0.23 | 0.3475 | 0.046 | 0.5 | 1.4425 |
| Total | | | | | 2.885 decimal | |

28. Thus on the basis of the aforesaid facts and circumstances said **Samar Kumar Ghosh alias Samar Kumar Lala** became the absolute owners of the aforesaid land measuring **31.24 decimal** comprised in R.S. Dag No- 1346,,1347,1348, 1349 at Mouza - Kashinathpur, J. L. No. 39, Police Station Rajarhat, Sub-Registration District Rajarahat, District North 24 Parganas.
29. The said Samar Kumar Ghosh died intestate on 30/08/2021 leaving behind his two son namely .1. Sanjay Ghosh 2. Sujoy Ghosh as his only heirs and successors-in-interest in respect of his aforesaid land measuring 31.24 Decimal, left by the said Samar Kumar Ghosh, since deceased. Each got 1/2 undivided share of his land .i.e. measuring **15.62 decimal** out of his total land measuring 31.24 decimal be the same a little more or less free from all encumbrances as detailed in the chart below:

| Owners | Area in First Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Property R.S./L.R. Dag No. 1348 (in dec.) | Area in Fourth Property R.S./L.R. Dag No. 1349 (in dec.) | Total Area (in dec.) |
|--------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|----------------------|
| Sanjay Ghosh | 3.37 | 3.88 | 5.985 | 2.385 | 15.62 |
| Sujoy Ghosh | 3.37 | 3.88 | 5.985 | 2.385 | 15.62 |
| Total | | | | | 31.24 decimal |

30. In the aforesaid manner the Owners (No 1 to 12) became the joint and absolute owners of land measuring **165.25 Decimal** in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property free from all encumbrances as detailed in the chart below:

| Owners | Area in First Property R.S./L.R. Dag No. 1346 (in dec.) | Area in Second Property R.S./L.R. Dag No. 1347 (in dec.) | Area in Third Property R.S./L.R. Dag No. 1348 (in dec.) | Area in Fourth Property R.S./L.R. Dag No. 1349 (in dec.) | Area in Fifth Property R.S./L.R. Dag No. 1344 (in dec.) | Area in Sixth Property R.S./L.R. Dag No. 1345 (in dec.) | Total Area (in dec.) |
|-----------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|----------------------|
| Biswajit Ghosh | 3.20 | 2.29 | 3.475 | 0.45 | 12 | Nil | 21.415 |
| Alok Ghosh | 3.19 | 2.30 | 3.475 | 0.45 | 12 | Nil | 21.415 |
| Debasish Ghosh Alias Debasishlala | 3.828 | 2.75 | 4.17 | 0.552 | 6 | Nil | 17.3 |
| Arun Ghosh Alias Arunlala | 3.828 | 2.75 | 4.17 | 0.552 | 6 | 2.25 | 19.55 |
| Dipankar Ghosh Alias Dipankarlala | 3.828 | 2.75 | 4.17 | 0.552 | 6 | Nil | 17.3 |
| Gita Rani Ghosh | 0.638 | 0.46 | 0.695 | 0.092 | 1 | | 2.885 |
| Mithu Ghosh | 0.319 | 0.23 | 0.3475 | 0.046 | 0.5 | | 1.4425 |
| Rekha Rani Ghosh | 0.319 | 0.23 | 0.3475 | 0.046 | 0.5 | | 1.4425 |
| Sanjay Ghosh | 3.37 | 3.88 | 5.985 | 2.385 | | | 15.62 |
| Sujoy Ghosh | 3.37 | 3.88 | 5.985 | 2.385 | | | 15.62 |
| | | | | | | Total | 133.99 |
| Sandip Kumar Ghosh (Lala) | 2.055 | 4.24 | 7.09 | 2.245 | Nil | Nil | 15.63 |
| Pradip Kumar Ghosh (Lala) | 2.055 | 4.24 | 7.09 | 2.245 | Nil | Nil | 15.63 |
| | | | | | | Total: | 31.26 |
| | | | | | | All Total | 165.25 |

31. After demise of Sri Sailendra Nath Ghosh alias Sailendra Lala on dated and Sri Samar Kumar Ghosh alias Sri Samar Kumar Lala on dated 30/08/2021 said 1) Sri Debasish Ghosh Alias Debasish Lala, 2) Sri Arun Ghosh Alias Arun Lala, 3) Sri Dipankar Ghosh Alias Dipankar Lala, 4) Sri Biswajit Ghosh, 5) Sri Alok Ghosh, 6) Gita Rani Ghosh, 7) Mithu Ghosh, 8) Rekha Rani Ghosh, 9) Sanjay Ghosh and 10) Sujay Ghosh, being the present Land Owners herein, with continuation and with some terms and conditions morefully mentioned in the said Principal Registered Development Agreement being no. 152305799 registered on Dated 23rd May of 2018, into a SUPPLEMENTARY DEVELOPMENT AGREEMENT and DEVELOPMENT POWER OF ATTORNEY with the Present Vendor-Cum-Developer MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED on dated at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book No., Volume No., pages from To, being no. For the year

32. In this above mentioned condition said (1) Sandip Kumar Ghosh (Lala) and (2) Pradip Kumar Ghosh (Lala) being the present Land Owners herein, with continuation and with some terms and conditions morefully mentioned in the said Principal Registered Development Agreement being no. **152306899** registered on Dated **20th June of 2018**, into a **SUPPLEMENTARY DEVELOPMENT AGREEMENT** with the Present Vendor-Cum-Developer **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED** on dated at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book No., Volume No., pages from To, being no. for the year

THE CHAIN OF TITLE REGARDING OWNERSHIP OF AMAN GUPTA IN R.S./L.R. DAG NOS. 1320, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Deed of conveyance dated 25th July, 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Sale Lake City) and recorded in Book No. I, Volume No. 516, Pages from 54 to 68, Being No. 9228 for the year 2002 the one Rabindra Nath Ghosh and others sold, transferred, conveyed All that piece and parcel of land measuring **10** (ten) decimal comprised in R.S./L.R. Dag No. 1320 out of the their Land in favour of Nihar Bindu Mukherjee.
- B. By virtue of a Deed of conveyance dated 13rd August, 2018 registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2018, Pages from 305779 to 305799, Being No. 152309194 for the year 2018 the said Nihar Bindu Mukherjee sold, transferred, conveyed All that piece and parcel of said land measuring **10** (ten) decimal comprised in R.S./L.R. Dag No. 1320 in favour of Aman Gupta free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|------------|--------------|--------------------|---------------|-------------------------------|
| Aman Gupta | Kashinathpur | 1320 | 09194/2017 | 10 |

- C. Said Aman Gupta mutated his name in respect of 10 (ten) decimal of land in R.S./L.R. Dag No. 1320 under L.R. Khatian No. 2459.
- D. Said Aman Gupta also being one of the present land owners also intend to develop the aforesaid plot of their land measuring an area **10 decimal** by raising construction of multi storied building thereon but due to paucity of funds and lack of experience they jointly entered into a Registered Development Agreement with the Present Vendor-Cum-Developer herein on 29th day of July of 2022 Registered at the Office of the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2022, Pages 503346 to 503382, being No. 152312404 in the year 2022 & Registered Development power of attorney on 29th day of July of 2022 Registered at A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2022, Pages 538034 to 538051, being No. 152313398 in the year 2022.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1316, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Deed of Gift dated 31st November, 1968, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 108, Pages from 262 to 269, Being No. 7959 for the year 1968, one Dasurathi Ghosh gifted All that piece and parcel of land measuring **17** (seventeen) decimal out of 44 (forty four decimal) in R.S./L.R. Dag No.1316, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present

- jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of **Biswanath Ghosh, Baidyanth Ghosh and Dilip Ghosh**.
- B. By virtue of a Will dated 3rd March, 1957, registered in Alipur Registry office, recorded in Book No. III, Volume No. 2, Pages from 11 to 12, Being No. 14 for the year 1957, one Maharani Dasi bequeathed inter alia All that piece and parcel of land measuring 27 (twenty seven) decimal out of 44 (forty four decimal) in R.S./L.R. Dag No.1316, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of **Satish Chandra Ghosh**.
- C. Said Maharani Dasi died and subsequently Satish Chandra Ghosh got probate on 12th April 1966 from Learned District Judge at Alipur in respect of above stated Will dated 3rd March, 1957.
- D. Said Satish Chandra Ghosh, governed by the Dayabhaga School of Hindu Law, died *intestate* leaving behind him surviving his wife Bijali Bala Ghosh, three sons Biswanath Ghosh, Baidyanth Ghosh and Dilip Ghosh and six daughters Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh, Radha Rani Ghosh and Manjushri Ghosh who jointly inherited all the right, title and interest of Late Satish Chandra Ghosh in R.S./L.R. Dag No. 1316, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Pargana.
- E. In the above mentioned circumstances, said Biswanath Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh, Radha Rani Ghosh and Manjushri Ghosh became owners of All that piece and parcel of land measuring 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1316 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas
- F. By virtue of a Deed of Conveyance in Bengali language (Bikray Kobala) dated 30th September, 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 493, Pages from 296 to 309, Being No. 08815 for the year 2002, said Biswanath Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh, Radha Rani Ghosh and Manjushri Ghosh sold, transferred and conveyed All that piece and parcel of land measuring 6.60 (six point six zero) decimal equivalent to 04 (four) cottah, be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Laxman Chandra Paul and Ram Chandra Paul**.
- G. By virtue of a Deed of Gift dated 5th February, 2003, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 60, Pages from 67 to 80, Being No. 1087 for the year 2003, said Dilip Ghosh and Manjushree Ghosh gifted their remaining portion of share which they inherited from their father Satish Chandra Ghosh in R.S./L.R. Dag No.1316 out of the aforesaid land in favour of **Bidyanath Ghosh**.
- H. By virtue of a Deed of Conveyance dated 4th March, 2004, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 90, Pages from 258 to 279, Being No. 01513 for the year 2004, said Biswanath Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh and Radha Rani Ghosh sold, transferred and conveyed All that piece and parcel of land measuring 8.25 (eight point two five) decimal equivalent to 05 (five)

- cottah, be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Renu Chhetri**.
- I. By virtue of a Deed of Conveyance dated 4th March, 2004, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 90, Pages from 280 to 305, Being No. 01514 for the year 2004, said Biswanath Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh and Radha Rani Ghosh sold, transferred and conveyed All that piece and parcel of land measuring **0.39** (zero point three nine) decimal equivalent to 03 (three) chitak 35 (thirty five) square feet be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Sonali Chakraborty**.
- J. By virtue of a Deed of Conveyance in Bengali language (Bikray Kobala) dated 7th December, 2007, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, CD Volume No. 5, Pages from 8062 to 8080, Being No. 06679 for the year 2007, said Renu Chhetri sold, transferred and conveyed All that piece and parcel of land measuring **8.25** (eight point two five) decimal equivalent to 05 (five) cottah, be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Shikha Rani Das**.
- K. By virtue of a Deed of Conveyance in Bengali language (Bikray Kobala) dated 4th September, 2012, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, CD Volume No. 16, Pages from 6314 to 6327, Being No. 11494 for the year 2012, said Shikha Rani Das sold, transferred and conveyed All that piece and parcel of land measuring **8.25** (eight point two five) decimal equivalent to 05 (five) cottah, be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Ajay Kumar Gupta**.
- L. By virtue of a Deed of Conveyance dated 8th August, 2013, registered in the office of the Additional District Sub-Registrar, Rjarhat, recorded in Book No. I, CD Volume No. 14, Pages from 10452 to 10474, Being No. 09808 for the year 2013, said Sonali Chakraborty sold, transferred and conveyed All that piece and parcel of land measuring **0.38** (zero point three eight) decimal equivalent to 03 (three) chitak 35 (thirty five) square feet be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Ajay Kumar Gupta**.
- M. By virtue of a Deed of Conveyance dated 12th March, 2014, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 5, Pages from 4662 to 4682, Being No. 0319 for the year 2014, said Ajay Kumar Gupta sold, transferred and conveyed All that piece and parcel of land measuring **8.25** (eight point two five) decimal equivalent to 05 (five) cottah, be the same a little more less, in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- N. By virtue of a Deed of Conveyance dated 12th March, 2014, registered in the office of the Additional District Sub-Registrar, Rjarhat, recorded in Book No. I, CD Volume No. 05, Pages from 4641 to 4661, Being No. 03020 for the year 2014, said Ajay Kumar Gupta sold, transferred and conveyed All that piece and parcel of land measuring **0.38** (zero point three eight) decimal equivalent to 03 (three) chitak 35 (thirty five) square feet be the same a little more less in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- O. By virtue of a Deed of Conveyance dated 14th December, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 373688 to 373708, Being No. 152312379 for the year 2016, said Laxman Chandra Paul and Ram Chandra Paul sold, transferred and conveyed All that piece and parcel of land

measuring 6.60 (six point six zero) decimal equivalent to 04 (four) cottah, be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1316, out of the aforesaid land in favour of **Onward Tradelink Private Limited**.

- P. By virtue of a Deed of Conveyance dated 2nd June, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 136840 to 136866, Being No. 152304782 for the year 2017, said Onward Tradelink Private Limited sold, transferred and conveyed All that piece and parcel of land measuring 6.60 (six point six zero) decimal equivalent to 04 (four) cottah, be the same a little more less, in R.S./L.R. Dag No.1316, out of the said aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- Q. By Virtue of above stated three Deeds of conveyance said Magnolia Infrastructure Development Limited became owner of All that piece and parcel of land measuring 15.29 (fifteen point two nine) decimal free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|----------------------------------------------------|--------------|-----------------------|---------------|-------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1316 | 04782/2017 | 6.66 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1316 | 03019/2014 | 8.25 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1316 | 03020/2014 | 0.38 |
| Total: | | | | 15.29 |

- R. Said **Magnolia Infrastructure Development Limited** mutated its name in L.R. record of rights in respect of aforesaid land in R.S./L.R. Dag No. 1316 recorded under L.R. Khatian No. 2021.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1320, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 4th August, 1969, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 92, Pages from 102 to 103, Being No. 5729 for the year 1969, one Moriyam Nechha Bibi sold transferred and conveyed All that piece and parcel of land measuring 3.33 (three point three three) decimal out of 30 (thirty) decimal comprised in R.S./L.R. Dag No. 1320 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Kinu Mondal, Jubbar Ali Mondal, Fakir Ali Mondal and Haran Molla.
- B. Said Jubbar Ali Mobdal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his four sons Nooor Mohammad Mondal, Anar Ali

- Mondal, Samser Ali Mondal, Chhohan Ali Mondal and two daughters Fatema Bibi, Rahima Bibi who jointly and in diverse share inherited all the right, title and interest of Late Jubbar Ali Mobdal in the aforesaid land.
- C. Said Fakir Ali Mondal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his wife Najiman Bibi, four sons Fajir Ali Molla, Majed Ali Molla, Esmail Molla, Esrail Molla and three daughters Lalmon Bibi, Rijia Bibi, Supia Bibi who jointly and in diverse share inherited all the right, title and interest of Late Fakir Ali Mondal in the said aforesaid land.
- D. Said Haran Molla, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his, four sons Abed ali Molla, Noor Ali Molla, Sabed Ali Molla, Iyar Ali Molla and three daughters Jayeda Bibi, Shokar Jan Bibi, Anarjan Bibi who jointly and in diverse share inherited all the right, title and interest of Late Haran Molla in the aforesaid land.
- E. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 14th December, 2008, registered in the office of the District Sub-Registrar-II, North 24 Parganas, recorded in Book No. I, CD Volume No. 11, Pages from 1714 to 1739, Being No. 05014 for the year 2014, said Kinu Mondal, Noor Mohammad Mondal, Anar Ali Mondal, Samser Ali Mondal, Chhohan Ali Mondal, Fatema Bibi, Rahima Bibi, Najiman Bibi, Fajir Ali Molla, Majed Ali Molla, Esmail Molla, Esrail Molla, Lalmon Bibi, Rijia Bibi, Supia Bibi, Abedali Molla, Noor Ali Molla, Sabed Ali Molla, Iyar Ali Molla, Jayeda Bibi, Shokar Jan Bibi, Anarjan Bibi sold transferred and conveyed All that piece and parcel of land measuring **3.33** (three point three three) decimal in R.S./L.R. Dag No. 1320 comprised in aforesaid land in favour of Tarak Nath Sardar which is confirmed by Mujibar Rahman, Chaypan Nechha Bibi, Khatun Necha Bibi, legal heirs of Moriyam Nechha Bibi.
- F. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 16th December, 2014, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 23, Pages from 4789 to 4802, Being No. 14028 for the year 2014, said Tarak Nath Sardar sold transferred and conveyed All that piece and parcel of land measuring **1.65** (one point six five) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- G. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 16th December, 2014, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 23, Pages from 4735 to 4748, Being No. 14024 for the year 2014, said Tarak Nath Sardar sold transferred and conveyed All that piece and parcel of land measuring **1.65** (one point six five) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of Asit Ghosh.
- H. By virtue of a Deed of conveyance dated 22nd September, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 1523-2015, Pages from 138696 to 138715, Being No. 152310712 for the year 2015, said Asit Ghosh sold transferred and conveyed All that piece and parcel of land measuring **1.25** (one point two five) decimal comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of **Onward Tradelink Private Limited**.
- I. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 4th October, 2016, registered in the office of the District Sub-Registrar-II, North 24 Parganas, recorded in Book No. I, CD Volume No. 1502-2016, Pages from 86736 to 86754, Being No. 150203448 for the year 2016, one Khatimanechha Bibi alias Khatun Bibi, one of the legal heirs of Moriyam Nechha Bibi, sold transferred and conveyed All that piece and parcel of land measuring **01** (one) decimal comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of Ajiyar Rahaman Molla.

- J. By virtue of a Deed of conveyance dated 3rd April, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 1523-2017, Pages from 94978 to 94994, Being No. 152303304 for the year 2017, Ajiyar Rahaman Molla sold transferred and conveyed All that piece and parcel of land measuring **0.83** (zero point eight three) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- K. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 24th September, 1974, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 135, Pages from 52 to 53, Being No. 7651 for the year 1974, Haran Molla sold transferred and conveyed All that piece and parcel of land measuring **7.5** (seven point five) decimal comprised in R.S./L.R. Dag No. 1320, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh.
- L. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 24th September, 1974, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 135, Pages from 54 to 56, Being No. 7652 for the year 1974, Altaf Saheb sold transferred and conveyed All that piece and parcel of land measuring **7.5** (seven point five) decimal comprised in R.S./L.R. Dag No. 1320 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh.
- M. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 13th December, 1974, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 162, Pages from 103 to 105, Being No. 9642 for the year 1974, Fakir Ali Mondal and Kaljan Bibi sold transferred and conveyed All that piece and parcel of land measuring **7.5** (seven point five) decimal comprised in R.S./L.R. Dag No. 1320 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh.
- N. By virtue of above stated three Deeds of conveyance said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh became of owners of **22.5** (twenty two point five) decimal of land in R.S./L.R. Dag No. 1320 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- O. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 13th December, 2002, registered in the office of the Additional District Sub-Registrar, Bidhanagar (Salt Lake City), recorded in Book No. I, Volume No. 516, Pages from 147 to 167, Being No. 9235 for the year 2002, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of land measuring

- 1.90** (one point nine zero) decimal equivalent to 01 (one) cottah 02 (two) chitak 21 (twenty one) square feet, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of Prodyut Kumar Mondal.
- P. Said Prodyut Kumar Mondal mutated his name in L.R. record of rights in respect of 1.90 decimal of land recorded under L.R. Khatian No. 1539.
- Q. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 16th December, 2014, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 23, Pages from 4826 to 4841, Being No. 14030 for the year 2014, said Prodyut Kumar Mondal sold transferred and conveyed All that piece and parcel of land measuring **1.90** (one point nine zero) decimal equivalent to 01 (one) cottah 02 (two) chitak 21 (twenty one) square feet, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of **Onward Tradelink Private Limited**.
- R. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 5th March, 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 102, Pages from 204 to 224, Being No. 01879 for the year 2002, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of land measuring **4.44** (four point four four) decimal equivalent to 02 (two) cottah 11 (eleven) chitak square feet, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of Parul Ghosal.
- S. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 25th April, 2008, registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, recorded in Book No. I, CD Volume No. 5, Pages from 19052 to 19062, Being No. 05601 for the year 2008, said Parul Ghosal sold transferred and conveyed All that piece and parcel of land measuring **4.44** (four point four four) decimal equivalent to 02 (two) cottah 11 (eleven) chitak square feet, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of Subrata Mukherjee.
- T. Said Subrata Mukhopadhyay mutated his name in respect of 3.25 decimal of land in R.S./L.R. Dag No. 1320 recorded under L.R. Khatian No. 1513.
- U. By virtue of a Deed of conveyance dated 23rd November, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 1523-2016, Pages from 356439 to 356457, Being No. 152311811 for the year 2016, said Subrata Mukherjee sold transferred and conveyed All that piece and parcel of land measuring **4.44** (four point four four) decimal equivalent to 02 (two) cottah 11 (eleven) chitak square feet, be the same a little more or less comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- V. One Iyachhin Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to All the piece and parcel of land measuring **7** (seven) decimal in R.S./L.R. Dag No. 1320 out of 30 (thirty) decimal lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- W. Said Iyachhin Mondal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his wife Shokarjan Bibi, only son Kenu Mondal and

- only daughter Rahila Bibi who jointly and in diverse share inherited all the right, title and interest of Late Iyachhin Mondal in the aforesaid land.
- X. Said Shokarjan Bibi, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving her only son Kenu Mondal and only daughter Rahila Bibi who jointly and in diverse share inherited all the right, title and interest of Late Shokarjan Bibi in the aforesaid land.
- Y. By way above said inheritance said Kenu Mondal alias Kinu Mondal and Rahila Bibi became owners of All the piece and parcel of land measuring 7 (seven) decimal in R.S./L.R. Dag No. 1320.
- Z. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 6th November, 2001, registered in the office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Volume No. 385 Pages from 52 to 59, Being No. 07224 for the year 2001, said Kenu Mondal alias Kinu Mondal sold transferred and conveyed All that piece and parcel of land measuring 4.44 (four point four four) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of Prashanta Ghosh.
- AA. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 1st February 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Being No. 00873 for the year 2002, said Rahila Bibi sold transferred and conveyed All that piece and parcel of land measuring 1.78 (one point seven eight) decimal comprised in R.S./L.R. Dag No. 1320 out of the said 'Iyachhin's Land' in favour of Prashanta Ghosh.
- AB. By virtue of the two Deeds of conveyance stated above said Prashanta Ghosh became owner of All that piece and parcel of land measuring 6.22 (six point two two) decimal out of aforesaid land.
- AC. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 1st February 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Being No. 00898 for the year 2002, said Prashanta Ghosh sold transferred and conveyed All that piece and parcel of land measuring 05 (five) decimal comprised in R.S./L.R. Dag No. 1320 along with easement right on 10 ft wide common passage out of aforesaid land in favour of Arati Paul.
- AD. Said Arati Paul mutated her name in respect of 4.44 decimal of land in R.S./L.R. Dag No. 1320 recorded under L.R. Khatian no. 902.
- AE. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 13th July 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 233833 to 233858, Being No. 152307560 for the year 2016, said Arati Paul sold transferred and conveyed All that piece and parcel of land measuring 05 (five) decimal comprised in R.S./L.R. Dag No. 1320 along with easement right on 10 feet wide common passage out of the aforesaid land in favour of **Onward Tradelink Private Limited.**
- AF. Said Rahila Bibi, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving her husband Osman Gazi, three sons Noor Islam Gazi, Aktar Rahaman Gazi, Maynauddin Gazi and three daughters Khadiza Bibi, Ayesha Bibi and Rabeya Bibi alias Rabiya Khatun Bibi who jointly and in diverse share inherited all the right, title and interest of Late Rahila Bibi in the aforesaid land.
- AG. By virtue of a Deed of conveyance dated 8th November, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 341830 to 341866, Being No. 152311323 for the year 2016, said Osman Gazi, Noor Islam Gazi, Aktar Rahaman Gazi, Maynauddin Gazi, Khadiza Bibi, Aysha Bibi and Rabeya Bibi alias Rabiya Khatun Bibi sold transferred and conveyed All that piece and parcel of land

- measuring **2.22** (two point two two) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- AH. By virtue of above stated seven Deeds of conveyance said **Onward Tradelink Private Limited** became owner of All that piece and parcel of land **17.29** (seventeen point two nine) decimal comprised in R.S./L.R. Dag No. 1320 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- AI. Said Onward Tradelink Private Limited executed a Development Agreement dated 6th October, 2015 with Magnolia Infrastructure Development Limited in respect of interalia 3.55 decimal of land in R.S./L.R. Dag No 1320 registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 151510 to 151539, Being No. 152311178 for the year 2015 along with a Power of attorney, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 200776 to 200792, Being No. 152312868 for the year 2015.
- AJ. By Virtue of a Deed of cancelation of Development Agreement dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Page from 63138 to 63151, Being No. 152302127 for the year 2017 and a Revocation of Power of Attorney registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. IV, Volume No. 1523-2017, Page from 3266 to 3277, Being No. 152300198 for the year 2017, said Onward Tradelink Private Limited canceled and revoked the above said Development Agreement and Power of attorney.
- AK. By virtue of a Deed of conveyance dated 23rd November, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 357087 to 357107, Being No. 152311818 for the year 2016, said Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **05** (five) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- AL. By virtue of a Deed of conveyance dated 2nd June, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 136840 to 136866, Being No. 152304782 for the year 2017, said Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **8.74** (eight point seven four) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- AM. By virtue of a Deed of conveyance dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 65841 to 65874, Being No. 152302134 for the year 2017, said Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **3.55** (three point five five) decimal comprised in R.S./L.R. Dag No. 1320 out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- AN. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 13th February, 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 161, Pages from 119 to 140, Being No. 2933 for the year 2002, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of land measuring **5** (five) decimal equivalent to 03 (three) cottah, be the same a little more or less land comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of **Ila Sarkar**.

- AO. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 21th February, 2011, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 4, Pages from 4790 to 4802, Being No. 02037 for the year 2011, said **Ila Sarkar** sold transferred and conveyed All that piece and parcel of land measuring 5 (five) decimal equivalent to 03 (three) cottah, be the same a little more or less land comprised in R.S./L.R. Dag No. 1320 in favour **SUBHAS SAMANTA**.
- AP. By virtue of a Deed of conveyance dated 23rd September 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016. Pages from 305743 to 305759, Being No. 10011 for the year 2016, said **SUBHAS SAMANTA** sold transferred and conveyed All that piece and parcel of land measuring 4.95 (four point nine five) decimal comprised in R.S./L.R. Dag No. 1320 out of aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- AQ. By virtue of above stated five Deeds of conveyance said **Magnolia Infrastructure Development Limited** became owner of All that piece and parcel of land **22.24** (twenty two point two four) decimal comprised in R.S./L.R. Dag No. 1320 ,free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|------------------------------------------------------|--------------|-----------------------|---------------|-------------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1320 | 02134/2017 | 3.55 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1320 | 04782/2017 | 8.74 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1320 | 11818/2016 | 5 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1320 | 10011/2016 | 4.95 |
| Total: | | | | 22.24 |

- AR. Said **Magnolia Infrastructure Development Limited** mutated its name in L.R. record of rights in respect of aforesaid total land in R.S./L.R. Dag No. 1320 recorded under L.R. Khatian No. 2021.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1321 & 1323, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Mourashi Mokabori Patta dated 22nd December, 1944, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 39, Pages from 160 to 162, Being No. 2482 for the year 1944, Sushila Bala Dasi and Nishikanta Ghosh, a minor, represented by her mother said Sushila Bala Dasi, transferred and conveyed inter alia All that piece and parcel of land measuring 50 (fifty) decimal comprised in C.S. Dag No. 1256 corresponding to R.S./L.R. Dag No.1321 and 17 (seventeen) decimal comprised in C.S. Dag

- No. 1257 corresponding to R.S./L.R. Dag No.1323, aggregating to **67** (sixty seven) decimal, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of **Nagendra Nath Ghosh**.
- B. By virtue of a Deed of settlement dated 24th July, 1979, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 105, Pages from 214 to 217, Being No. 5503 for the year 1979, said Nagendra Nath Ghosh, settled inter alia All that piece and parcel of land measuring **50** (fifty) decimal in R.S./L.R. Dag No. 1321 and **17** (seventeen) decimal comprised in C.S. Dag No. 1257 corresponding to R.S./L.R. Dag No.1323, aggregating to **67** (sixty seven) decimal comprised in the said land in favour of his three sons **Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh**.
- C. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 13th December, 2002, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 516, Pages from 147 to 167, Being No. 9235 for the year 1974, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of demarcated land measuring **3.05** (three point zero five) decimal equivalent to 01 (one) cottah 13 (thirteen) chitak 24 (twenty four) square feet, be the same a little more or less along with easement right on 10 ft wide common passage, comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Prodyut Kumar Mondal**.
- D. Said Pradyut Kumar Mondal mutated his name in L.R. record of rights in respect of 3.05 decimal in R.S./L.R. Dag No. 1321 recorded under L.R. Khatian no. 1539 comprised in Kashinathpur Mouza.
- E. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 16th December, 2014, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 23, Pages from 4826 to 4841, Being No. 14030 for the year 2014, said Prodyut Kumar Mondal sold transferred and conveyed All that piece and parcel of demarcated land measuring **3.05** (three point zero five) decimal equivalent to 01 (one) cottah 13 (thirteen) chitak 24 (twenty four) square feet, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- F. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 05th March, 2002, registered in the office of the Additional District Sub-Registrar, Bidhanagar (Saltlake City), recorded in Book No. I, Volume No. 102, Pages from 123 to 143, Being No. 1874 for the year 2002, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of demarcated land measuring **05** (five) decimal equivalent to 03 (three) cottah 23 (twenty three) chitak, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Sanjay Kumar Dutta**.
- G. By virtue of a Deed of conveyance dated 26th August, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 282668 to 282685, Being No. 152309188 for the year 2016, said Sanjay Kumar Dutta sold transferred and conveyed All that piece and parcel of demarcated land measuring **05** (five) decimal equivalent to 03 (three) cottah 23 (twenty three) chitak, be the same a little

- more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- H. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 27th December, 2001, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 426, Pages from 117 to 132, Being No. 7972 for the year 2001, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of demarcated land measuring **5.29** (five point two nine) decimal equivalent to 03 (three) cottah 03 (three) chitak, 09 (nine) square feet in R.S./L.R. Dag No. 1321 and **3.80** (three point eight zero) decimal equivalent to 02 (two) cottah 04 (four) chitaks 36 (thirty six) square feet in R.S./L.R. Dag No. 1323, aggregating to **9.09** (nine point zero nine), be the same a little more or less along with easement right on 10 ft wide common passage out of the said aforesaid land in favour of **Purabi Manna**.
- I. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 27th December, 2001, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 426, Pages from 53 to 66, Being No. 7967 for the year 2001, said Rabindranath Ghosh alias Rabindra Ghosh, Pravas Chandra Ghosh alias Pravas Ghosh and Sachindra Nath Ghosh alias Sachindra Ghosh along with their mother Menoka Ghosh sold transferred and conveyed All that piece and parcel of demarcated land measuring **5.79** (five point seven nine) decimal equivalent to 03 (three) cottah 08 (eight) chitak, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1321 out of the said aforesaid land in favour of **Sanajy Roy**.
- J. By virtue of a Deed of conveyance dated 4th September, 2007, registered in the office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 10, Being No. 7940 for the year 2007, said Purabi Manna sold transferred and conveyed All that piece and parcel of demarcated land measuring **5.29** (five point two nine) decimal equivalent to 03 (three) cottah 03 (three) chitak, 09 (nine) square feet in R.S./L.R. Dag No. 1321 and **3.80** (three point eight zero) decimal equivalent to 02 (two) cottah 04 (four) chitaks 36 (thirty six) square feet in R.S./L.R. Dag No. 1323, aggregating to **9.09** (nine point zero nine) be the same a little more or less along with easement right on 10 ft wide common passage out of the aforesaid land in favour of **Ritu Basu**.
- K. By virtue of a Deed of conveyance dated 23rd February, 2008, registered in the office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, CD Volume No. 77, Pages from 2394 to 2406, Being No. 10865 for the year 2008, said Sanajy Roy sold transferred and conveyed All that piece and parcel of demarcated land measuring **5.79** (five point seven nine) decimal equivalent to 03 (three) cottah 08 (eight) chitak, be the same a little more or less along with easement right on 10 ft wide common passage comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Ritu Basu**.
- L. By virtue of above stated two Deeds of conveyance said Ritu Basu became owner of All that piece and parcel of demarcated land measuring **11.07** (eleven point zero seven) decimal equivalent to 06 (six) cottah 11 (eleven) chitak 09 (nine) square feet in R.S./L.R. Dag No. 1321 and **3.80** (three point eight zero) decimal equivalent to 02 (two) cottah 04 (four) chitaks 36 (thirty six) square feet in R.S./L.R. Dag No. 1323, be the same a little more or less, out of the aforesaid land and mutated her name in L.R. record of rights in respect of 9.85 decimal in R.S./L.R. Dag No. 1321 and 3.78 decimal in R.S./L.R. Dag No. 1323 recorded under 1629.
- M. By virtue of a Deed of conveyance dated 31st July, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015,

Pages from 68853 to 68876, Being No. 152308383 for the year 2015, said Ritu Basu sold transferred and conveyed All that piece and parcel of demarcated land measuring **11.07** (eleven point zero seven) decimal equivalent to 06 (six) cottah 11 (eleven) chitak 09 (nine) square feet in R.S./L.R. Dag No. 1321 and **3.80** (three point eight zero) decimal equivalent to 02 (two) cottah 04 (four) chitaks 36 (thirty six) square feet in R.S./L.R. Dag No. 1323, be the same a little more or less along with easement right on 10 ft wide common passage out of the aforesaid land in favour of **Onward Tradelink Private Limited**.

- N. By virtue of a Deed of conveyance in Bengali Language (Bikray Kobala) dated 31st July, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Pages from 68836 to 68852, Being No. 152308382 for the year 2015, said Pravas Chandra Ghosh alias Pravas Ghosh sold transferred and conveyed All that piece and parcel of land measuring **0.83** (zero point eight three) decimal in R.S./L.R. Dag No. 1321 and **01.71** (one point seven one) decimal in R.S./L.R. Dag No. 1323, be the same a little more or less out of the aforesaid land in favour of **Onward Tradelink Private Limited**.
- O. By virtue of above stated four Deeds of conveyance said Onward Tradelink Private Limited became of owner of All that piece and parcel of land measuring **19.95** (nineteen point nine five) decimal in R.S./L.R. Dag No. 1321 and **5.51** (five point five one) decimal in R.S./L.R. Dag No. 1323, aggregating to **25.46** (twenty five point four six) decimal be the same a little more or less, out of the aforesaid land and mutated its name in L.R. record of rights recorded under L.R. Khatian no.2132.
- P. Said Onward Tradelink Private Limited executed a Development Agreement dated 6th October, 2015 with Magnolia Infrastructure Development Limited in respect of interalia 14.95 decimal of land in R.S./L.R. Dag No 1321 and 5.51 decimal of land in R.S./L.R. Dag No. 1323, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 151510 to 151539, Being No. 152311178 for the year 2015 along with a Power of attorney, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 200776 to 200792, Being No. 152312868 for the year 2015.
- Q. By Virtue of a Deed of cancelation of Development Agreement dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Page from 63138 to 63151, Being No. 152302127 for the year 2017 and a Revocation of Power of Attorney registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. IV, Volume No. 1523-2017, Page from 3266 to 3277, Being No. 152300198 for the year 2017, said Onward Tradelink Private Limited canceled and revoked the above said Development Agreement and Power of attorney.
- R. By virtue of a Deed of conveyance dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 65841 to 65874, Being No. 152302134 for the year 2017, Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **14.95** (fourteen point nine five) decimal in R.S./L.R. Dag No. 1321 and **5.51** (five point five one) decimal in R.S./L.R. Dag No. 1323 be the same a little more or less out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- S. By virtue of a Deed of conveyance dated 23rd November, 2016, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, Pages from 3571108 to 357128, Being No. 152311819 for the year 2016, Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **05** (five) decimal be the same a little more or less comprised in R.S./L.R. Dag No. 1321 out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.

- T. By virtue of above stated two Deeds of conveyance said Magnolia Infrastructure Development Limited became of owner of All that piece and parcel of land measuring **19.95** (nineteen point nine five) decimal in R.S./L.R. Dag No. 1321 and **5.51** (five point five one) decimal in R.S./L.R. Dag No. 1323, be the same a little more or less free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|---------------------------------------------|--------------|-----------------------|---------------|-------------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1321 | 02134/2017 | 14.95 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1321 | 11819/2016 | 5 |
| Magnolia Infrastructure Development Limited | Kashinathpur | 1323 | 02134/2017 | 5.51 |
| Total: | | | | 25.46 |

- U. Said **Magnolia Infrastructure Development Limited** mutated its name in L.R. record of rights in respect of aforesaid total land in R.S./L.R. Dag No. 1321 & 1323 recorded under L.R. Khatian No. 2021.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1345, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Deed of Gift dated 17th January, 1969, registered in the office of the Sub-Registrar, Cossipur, Dum Dum, recorded in Book No. I, Volume No. 18, Pages from 31 to 49, Being No. 337 for the year 1969, one Nagendra Nath Ghosh (Mouri) gifted All that piece and parcel of land measuring **33** (thirty three) decimal out of 36 (thirty six) decimal in C.S. Dag No. 1280 corresponding to R.S./L.R. Dag 1345, lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of his son Gopal Chandra Ghosh (Mouri).
- B. Said Gopal Chandra Ghosh (Mouri) mutated his name in L.R. record of rights in respect of 33.75 (thirty three point seven five) decimal of land under L.R. Khatian No. 190 in above said R.S./L.R. Dag No. 1345.
- C. By virtue of a Deed of Gift dated 04th November, 1991, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), Being No. 9262 for the year 1991, said Gopal Chandra Ghosh (Mouri) gifted All that piece and parcel of land measuring **33** (thirty three) decimal out of 36 (thirty six) decimal in C.S. Dag No. 1280 corresponding to R.S./L.R. Dag 1345 comprised in aforesaid land in favour of his three sons Shankar Prasad Ghosh (Mouri), Shib Prasad Ghosh (Mouri) and Deb Prasad Ghosh (Mouri).
- D. Said Shankar Prasad Ghosh (Mouri), Shib Prasad Ghosh (Mouri) and Deb Prasad Ghosh (Mouri) mutated their names in L.R. record of rights in respect of 11.25 decimal of land each under L.R. Khatian No. 674, 698 and 294 respectively in above said R.S./L.R. Dag No. 1345.

- E. By virtue of a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 13th February, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 3, Pages from 9753 to 9768, Being No. 01631 for the year 2015, said Shankar Prasad Ghosh (Mouri), Shib Prasad Ghosh (Mouri) and Deb Prasad Ghosh (Mouri) sold transferred and conveyed All that piece and parcel of land measuring **33.75** (thirty three point seven five) decimal out of 36 (thirty six) decimal in C.S. Dag No. 1280 corresponding to R.S./L.R. Dag 1345 comprised in aforesaid land in favour of **Onward Tradelink Private Limited**.
- F. Said Onward Tradelink Private Limited mutated its name in L.R. record of rights in respect of 33.75 decimal of land under L.R. Khatian No. 2132 in above said R.S./L.R. Dag No. 1345.
- G. Said Onward Tradelink Private Limited executed a Development Agreement dated 6th October, 2015 with Magnolia Infrastructure Development Limited in respect of interalia 33.75 decimal of land in R.S./L.R. Dag No 1345 registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 151510 to 151539, Being No. 152311178 for the year 2015 along with a Power of attorney, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Page from 200776 to 200792, Being No. 152312868 for the year 2015.
- H. By Virtue of a Deed of cancelation of Development Agreement dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Page from 63138 to 63151, Being No. 152302127 for the year 2017 and a Revocation of Power of Attorney registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. IV, Volume No. 1523-2017, Page from 3266 to 3277, Being No. 152300198 for the year 2017, said Onward Tradelink Private Limited canceled and revoked the above said Development Agreement and Power of attorney.
- I. By virtue of a Deed of Conveyance dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 65841 to 65874, Being No. 152302134 for the year 2017, said **Onward Tradelink Private Limited** sold transferred and conveyed All that piece and parcel of land measuring **33.75** (thirty three point seven five) decimal in C.S. Dag No. 1280 corresponding to R.S./L.R. Dag 1345 comprised in aforesaid land in favour of **Magnolia Infrastructure Development Limited**, free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S/ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|----------------------------------------------------|--------------|----------------------|---------------|-------------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1345 | 02134/2017 | 33.75 |

- J. Said Magnolia Infrastructure Development Limited mutated its name in L.R. records of rights in respect of 33.75 decimal of land under L.R. Khatian No. 2021 in above said R.S./L.R. Dag No. 1345.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1352, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. By virtue of a Deed of conveyance dated 13th December, 1955, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 135, Pages from 92 to 94, Being No. 9550 for the year 1955, one Hefajuddin Gaji sold transferred and conveyed All that piece and parcel of land measuring **40** (forty) decimal out of 122 (one twenty two)

- decimal, be the same a little more or less, in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Elem Box Mondal.
- B. By virtue of a Deed of conveyance dated 13th May, 1957, registered in the office of the Sub-Registrar, Cossipur Dum Dum, recorded in Book No. I, Volume No. 71, Pages from 131 to 132, Being No. 3850 for the year 1957, one Miyachhuddin Gaji sold transferred and conveyed All that piece and parcel of land measuring **40** (forty) decimal out of 122 (one twenty two) decimal, be the same a little more or less in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Elem Box Mondal.
- C. By virtue of above said two deeds of conveyance said Elem Box Mondal became owner of **80** (eighty) decimal out of 122 (one twenty two) decimal, be the same a little more or less, in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- D. Said Elem Box Mondal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his three sons Badsha Mondal, Khosdel Mondal and Delbor Mondal who jointly inherited all the right, title and interest of Late Elem Box Mondal in the aforesaid land.
- E. Said Delbor Mondal alia Denabor Mondal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his wife Jamila Bibi and five sons Mohammad Ali Molla (Mondal), Abul Hossain Molla(Mondal), Abu Hossain Molla(Mondal), Ali Hossain Molla (Mondal) and Noor Hossain Molla (Mondal) who jointly inherited all the right, title and interest of Late Delbor Mondal alia Denabor in the aforesaid land.
- F. By virtue of a Deed of conveyance in Bengali language (Bikray Kobala) dated 4th May, 2004, registered in the office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, Volume No. 183, Pages from 227 to 245, Being No. 7072 for the year 2005, said Jamila Bibi, Mohammad Ali Molla (Mondal), Abul Hossain Molla(Mondal), Abu Hossain Molla(Mondal), Ali Hossain Molla (Mondal) and Noor Hossain Molla (Mondal) sold transferred and conveyed All that piece and parcel of land measuring **11.674** (eleven point six seven four) decimal equivalent to 7 (seven) cottah 1 (one) chitaks out of 110 decimal (previously 122 decimal), be the same a little more or less, along with easement right on 8 feet wide common passage in R.S./L.R. Dag No. 1352 out of aforesaid land in favour of Sushil Naskar.
- G. Said Sushil Naskar, a Hindu governed by the provisions of Dayavaga School of Hindu Law died *intestate* leaving behind him surviving his wife Chekan Naskar and two sons Abhijit Naskar and Indrajit Naskar who jointly inherited all the right, title and interest of Late Sushil Naskar in the aforesaid land.
- H. By virtue of a Deed of conveyance in Bengali language (Bikray Kobala) dated 3rd July, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Pages from 41107 to 41126, Being No. 152307353 for the year 2015, said Chekan Naskar, Abhijit Naskar and Indrajit Naskar sold transferred and conveyed All that piece and parcel of land measuring **11.55** (eleven point five five) decimal equivalent

to 7 (seven) cottah out of 110 decimal (previously 122 decimal), be the same a little more or less, along with easement right on 8 feet wide common passage in R.S./L.R. Dag No. 1352 out of aforesaid land in favour of **Onward Tradelink Private Limited**.

- I. Said Badsha Mondal, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind him surviving his wife Chhabila Bibi and four sons Mohammad Ali Mondal alias Mamud Ali Mondal, Ahammad Ali Mondal, Arsaf Ali Mondal, Ajgar Ali Mondal and five daughters Motijan Bbi, Rabeya Bibi, Chalehar Nechha Bibi, Ratijan Bibi and Kulchum Bibi who jointly inherited all the right, title and interest of Late Badsha Mondal in the aforesaid land.
- J. Said Chhabila Bibi, a Muslim governed by the provisions of Mohmeddan Law died *intestate* leaving behind her four sons Mohammad Ali Mondal alias Mamud Ali Mondal, Ahammad Ali Mondal, Arsaf Ali Mondal, Ajgar Ali Mondal and five daughters Motijan Bbi, Rabeya Bibi, Chalehar Nechha Bibi, Ratijan Bibi and Kulchum Bib who jointly inherited all the right, title and interest of Late Chhabila Bibi in the aforesaid land.
- K. By virtue of a Deed of Gift dated 2nd February, 2011, registered in the office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, CD Volume No. 3, Pages from 2077 to 2090, Being No. 1207 for the year 2011, said Ratijan Bibi and Kulchum Bib gifted All that piece and parcel of land measuring **1.85** (one point eight five) decimal out of 110 decimal (previously 122 decimal), be the same a little more or less, in R.S./L.R. Dag No. 1352 out of aforesaid land in favour of Mohammad Ali Mondal alias Mamud Ali Mondal.
- L. By virtue of a Deed of conveyance dated 21st December, 1981, registered in the office of the Sub-Registrar, Cossipur, DumDum, recorded in Book No. I, Volume No. 417, Pages from 15 to 24, Being No. 12696 for the year 1981, one Hameda Bibi alias Hamida Nechha Bibi sold transferred and conveyed All that piece and parcel of land measuring **2.96** (two point nine six) decimal out of 110 decimal (previously 122 decimal), be the same a little more or less, in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas in favour of Mohammad Ali Mondal alias Mamud Ali Mondal, Ahammad Ali Mondal, Arsaf Ali Mondal, Ajgar Ali Mondal.
- M. By way of above said inheritance and gift and purchase said Mohammad Ali Mondal alias Mamud Ali Mondal became owner of **5.36** (five point three six) decimal of land out of 110 decimal (previously 122 decimal), be the same a little more or less, in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- N. By virtue of a Deed of conveyance in Bengali language dated 9th July, 2015, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2015, Pages from 48416 to 48435, Being No. 152307572 for the year 2015, said Mohammad Ali Mondal alias Mamud Ali Mondal sold transferred and conveyed All that piece and parcel of land measuring **3.30** (three point three zero) decimal out of 110 decimal (previously 122 decimal), be the same a little more or less, in R.S./L.R. Dag No. 1352 out of aforesaid land in favour of **Onward Tradelink Private Limited**.
- O. By virtue of above stated two deeds of conveyance said **Onward Tradelink Private Limited** became owner of **14.85** (fourteen point eight five) decimal of land out of 110 decimal (previously 122 decimal), be the same a little more or less, in R.S./L.R. Dag No. 1352 lying and situated at *Mouza Kashinathpur*, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas .

- P. By virtue of a Deed of conveyance in Bengali dated 17th March, 2017, registered in the office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 65841 to 65874, Being No. 152302134 for the year 2017, said Onward Tradelink Private Limited sold transferred and conveyed All that piece and parcel of land measuring **14.85** (fourteen point eight five) decimal out of 110 decimal (previously 122 decimal), be the same a little more or less, comprised in R.S./L.R. Dag No. 1352 in favour of **Magnolia Infrastructure Development Limited**, free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|----------------------------------------------------|--------------|--------------------|---------------|-------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1352 | 02134/2017 | 14.85 |

- Q. Said Magnolia Infrastructure Development Limited mutated its name in L.R. record of rights in respect of 14.85 decimal of land recorded under L.R. Khatian no. 2021 in respect of L.R. Dag No. 1352.

THE CHAIN OF TITLE REGARDING OWNERSHIP OF MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED IN R.S./L.R. DAG NOS. 1354, IN MOUZA - KASHINATHPUR, IS AS FOLLOWS :-

- A. One Dasurathi Ghosh and Satish Chandra Ghosh were seized and possessed of and/or otherwise well and sufficiently entitled to All that piece and parcel of land measuring **19** (nineteen) decimal of land comprised in R.S./L.R. Dag No. 1354 lying and situated at *Mouza* Kashinathpur, J.L. No. 39, within present Police Station Rajarhat, within the local limits of Patharghata Gram Panchayat, within the present jurisdiction of Additional District Sub-Registry Office at Rajarhat, in the present District North 24 Parganas.
- B. By virtue of a Deed of Gift dated 2nd November, 1968, one Dasurathi Ghosh gifted his share All that piece and parcel of land measuring **7.125** (seven point one two five) decimal out of 19 (nineteen) decimal in R.S./L.R. Dag No.1354, out of aforesaid land in favour of Biswanath Ghosh, Baidyanth Ghosh and Dilip Ghosh.
- C. Said Satish Chandra Ghosh, governed by the Dayabhaga School of Hindu Law, died *intestate* leaving behind him surviving his wife Bijali Bala Ghosh, three sons Biswanath Ghosh, Baidyanth Ghosh and Dilip Ghosh and six daughters Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh, Radha Rani Ghosh and Manjushri Ghosh, who jointly inherited all the right, title and interest of Late Satish Chandra Ghosh in aforesaid land.
- D. In the above mentioned circumstances, said Biswanath Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh, Radha Rani Ghosh and Manjushri Ghosh became owners of All that piece and parcel of land measuring **19** (nineteen) decimal comprised in R.S./L.R. Dag No. 1354.
- E. By virtue of a Deed of Gift dated 5th February, 2003, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 60, Pages from 67 to 80, Being No. 1087 for the year 2003, said Dilip Ghosh and Manjushree Ghosh gifted their share which they inherited from their father Satish Chandra Ghosh in R.S./L.R. Dag No.1354 comprised in the aforesaid land in favour of **Bidyanath Ghosh**.
- F. By virtue of a Deed of Conveyance dated 4th March, 2004, registered in the office of the Additional District Sub-Registrar, Bidhannagar (Saltlake City), recorded in Book No. I, Volume No. 90, Pages from 280 to 305, Being No. 01514 for the year 2004, said Biswanath

Ghosh, Baidyanth Ghosh, Dilip Ghosh, Bijali Bala Ghosh, Arati Biswas, Minati Ghosh, Ava Rani Ghosh, Sushama Ghosh and Radha Rani Ghosh sold, transferred and conveyed All that piece and parcel of land measuring **15.52** (fifteen point five two) decimal equivalent to 09 (nine) cottah 06 (six) chitak 10 (ten) square feet be the same a little more less, along with easement right on 10 ft wide common passage in R.S./L.R. Dag No.1354, out of the aforesaid land in favour of Sonali Chakraborty.

- G. By virtue of a Deed of Conveyance dated 8th August, 2013, registered in the office of the Additional District Sub-Registrar, Rjarhat, recorded in Book No. I, CD Volume No. 14, Pages from 10452 to 10474, Being No. 09808 for the year 2013, said Sonali Chakraborty sold, transferred and conveyed All that piece and parcel of land measuring **7.74** (seven point seven four) decimal equivalent to 04 (four) cottah 10 (ten) chitak 40 (forty) square feet be the same a little more less, in R.S./L.R. Dag No.1354, out of the aforesaid land in favour of **Ajay Kumar Gupta**.
- H. By virtue of a Deed of Conveyance dated 12th March, 2014, registered in the office of the Additional District Sub-Registrar, Rjarhat, recorded in Book No. I, CD Volume No. 05, Pages from 4641 to 4661, Being No. 03020 for the year 2014, said Ajay Kumar Gupta sold, transferred and conveyed All that piece and parcel of land measuring **7.74** (seven point seven four) decimal equivalent to 04 (four) cottah 10 (ten) chitak 40 (forty) square feet be the same a little more less in R.S./L.R. Dag No.1354, out of the aforesaid land in favour of **Magnolia Infrastructure Development Limited**.
- I. By Virtue of above stated Deed of conveyance said Magnolia Infrastructure Development Limited became owner of All that piece and parcel of land measuring **7.74** (seven point seven four) decimal comprised in R.S./L.R. Dag No.1354 free from all encumbrances as detailed in the chart below:

| Owner | Mouza | R.S./ L.R. Dag No. | Deed No/Year. | Total Area Owned (In Decimal) |
|----------------------------------------------------------------|--------------|-------------------------------|----------------------|----------------------------------------------|
| Magnolia Infrastructure Development Limited | Kashinathpur | 1354 | 03020/2014 | 7.74 |

- J. Said **Magnolia Infrastructure Development Limited** mutated its name in L.R. record of rights in respect of aforesaid total land in R.S./L.R. Dag No. 1354 recorded under L.R. Khatian No. 2021.
- K. Thus on the basis of the aforesaid facts and circumstances the Owners (No **1 to 14**) became the absolute owners of land measuring **294.58** decimal, being a demarcated portion, more fully described in PART - I of the **FIRST SCHEDULE** comprised in R.S./L.R. Dag Nos. 1346, 1347, 1348, 1349, 1344 1345, 1316, 1320, 1321, 1323, 1352 and 1354, recorded under L.R. Khatian Nos. 35, 289, 297, 713, 757, 1065, 1066, 1067, 1068, 1431, 1432, 2320, 2321, 2459 and 2021, at Mouza: Kashinathpur, J.L. No. 39, Police Station: Rajarhat, Sub-Registration District Rajarahat (formerly Bidhannagar), PIN- 700135, District: North 24 Parganas free from all encumbrances as detailed in the chart below:

| | | | | | | | | | | | | | | |
|---------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|--------------|---------------|
| Limited | | | | | | | | | | | | | | |
| Magnolia Infrastructure Development Limited | Nil | 14.85 | Nil | 14.85 |
| Magnolia Infrastructure Development Limited | Nil | 7.74 | 7.74 | |
| | | | | | | | | | | | | | Total | 294.58 |

- The said Vendors 1 to 13 & Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein) being the sole and absolute owner in respect of the Schedule Property got its name recorded as owner of the Schedule Property under the records of the Patharghata Gram Panchayat and thereafter intended to develop and commercially exploit the Schedule Property by constructing a housing complex thereon under the name and style of "*Magnolia Signature*" (hereinafter referred as "**Project**") and in such regard got necessary plan sanctioned from the Panchayat Pradhan of the Rajarhat Panchayat Samity vide Approval Order No. 878/1(2)/(N) Z.P. dated 20.01.2023 with regard to developing the Project at the Schedule Property and presently the Project is undergoing construction and yet to obtain completion certificate from the concerned authority.
- The Vendor-Cum-Developer has obtained its Registration No. _____ dated _____ issued by the Real Estate Regulatory Authority as per compliance under the provisions of Section 13(1) of the Act at West Bengal in respect of the Project at the Schedule Property in compliance with the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- Now, the Allottee herein has approached the Vendor-Cum-Developer for allotment of a residential unit in the Project and in such regard this agreement is being executed to record such allotment of the Said Unit, morefully described in the **Fourth Schedule** hereunder.

THE THIRD SCHEDULE ABOVE REFER1RED TO

(PART - I)

Project Property

The divided and demarcated portion of the **SCHEDULE PROPERTY / SAID PROPERTY** described in Part I of the 1st Schedule above, such divided and demarcated portion being land measuring **223 decimal**, being a demarcated portion of R.S./L.R. Dag Nos. 1346, 1347, 1348, 1349, 1344, 1345, 1316, 1320, 1321, 1323, 1352 AND 1354, recorded under L.R. Khatian Nos. 35, 289, 297, 713, 757, 1065, 1066, 1067, 1068, 1431, 1432, 2320 2321, 2459 AND 2021, at Mouza: Kashinathpur, J.L. No. 39, Police Station: Rajarhat, Sub-Registration District Rajarahat (formerly Bidhannagar), PIN- 700135, District: North 24 Parganas and butted and bounded as follows:

ON THE NORTH : Land of R.S. Dag Nos. 1342, 1343 and Land of Other Dag Nos.
ON THE EAST : Land of Dag nos. 1323, 1324, 1319, Part Land of Dag No. 1321& land of other Dag nos.
ON THE SOUTH : Land of Dag No. 1353 & Part land of Dag nos. 1352 and land of Dag Nos. 1348, 1347, 1346 & other Dag Nos.
ON THE WEST : 100 feet wide P.W.D. Road

PART - II
Common Area

The Common Areas shall include –

- A) Paths and passages, internal roads, common passages, drive ways, entrance gates
- B) Administrative and care taker's Room
- C) The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
- D) Drains and sewers from the premises to the Municipal/Panchayet Duct.
- E) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- F) Common toilets and bathrooms on the Ground Floor meant for use of durwans, drivers, maintenance staff, etc.
- G) Boundary walls of the entire project including outer side of the walls of the Said Building and main gates.
- H) Water pump and motor with installation and room therefore.
- I) Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- J) Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- K) Windows/doors/grills and other fittings of the Common Areas Generator its installations and its allied accessories and spaces required therefore.
- L) Lifts, Lift Machine Room and their accessories installations and spaces required therefore.
- M) Such other Common Areas, equipments, installations, fixtures, fittings in covered and open space in or about the Said Project and/or the Said Building as are necessary for passage to or use and occupancy of the Flats as are necessary.
- N) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plant, if any.
- O) AC Community Hall with Toilets and Cooking Area.
- P) Gymnasium with equipments and accessories.
- Q) Swimming Pool.
- R) Indoor Games Room with equipments and accessories.
- S) Landscaped Garden.
- T) Top Roof of the Said Building for common use.
- U) Closed Circuit Camera/T.V. at the ground floor level, with Central Security Surveillance.

(Specifications, Amenities and Facilities)

| | | |
|-----------------------|--------------------------------|------------------------------------------------------------------------------------------------------------|
| FOUNDATION | | RCC Foundation |
| SUPERSTRUCTURE | | RCC Framed Structure |
| WALLS | | Bricks Masonry |
| ROOMS | FLOOR | Vitrified tiles in Living/Dining & Bedrooms |
| | WALL | Wall Putty |
| KITCHEN | FLOOR | Ceramic Tiles |
| | COUNTER | Black granite counter top |
| | FITTINGS & FIXTURES | Stainless steel sink & Provision for Exhaust fan |
| | SINK | Stainless Steel Sink |
| | DADO | Ceramic tiles (2 ft. above counter) |
| TOILETS | FLOOR | Ceramic tiles |
| | DADO | Glazed tiles |
| | W.C. | European type of Jaquar/Parryware or similar reputed brand |
| | Wash Basin | Jaquar/Parryware or similar reputed brand |
| FITTINGS C.P. | DOOR FRAME | Wooden Frame |
| | SHUTTER | Flush Door (Laminated) |
| | WINDOWS | Sliding Aluminium (anodized) |
| ELECTRICAL | WIRING | Concealed copper wiring |
| | POWER SUPPLY | Through WBSEB network |
| | GENERATOR | Power back-up - 24x7 |
| | LIFT | Reputed brand |
| | STAIRCASE/LOBBY | Spacious staircase, elegant lobby & floor corridors with good quality marble/Kota stone/granite |
| | WATER SUPPLY | 24x7 captive water supply |

AMENITIES AND FACILITIES

- AC COMMUNITY HALL
- SEPARATE INDOOR GAMES
- YOGA
- BADMINTON COURT
- FULLY EQUIPPED GYMNASIUM
- CHILDREN'S PLAY AREA
- LANDSCAPED GARDEN
- ELEVATORS
- CCTV
- SECURITY
- 24 HOURS WATER SUPPLY

THE FOURTH SCHEDULE ABOVE REFERRED TO**(Apartment)**

ALL THAT Apartment No._____, on the _____ floor, measuring a carpet area of _____ square feet, more or less, corresponding to built-up area of _____ square feet, more or less, in the Block named _____, within the residential housing complex/project named “**MAGNOLIA SIGNATURE**” **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the Schedule Property together with common rights in the common areas and facilities of the said building/Project/Schedule Property, morefully described in the First Schedule above.

PARKING SPACE

Right to use _____ no. of _____ open/covered car parking space for parking a medium sized motor car, at the _____ level of the Project named “**MAGNOLIA SIGNATURE**”.

THE FIFTH SCHEDULE ABOVE REFERRED TO**(Stipulations)**

The Purchasers and the other co-owners shall allow each other, the Vendor-Cum-Developer and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

1. The right of common passage, user and movement in all Common Areas of the Said Complex;
2. The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Cluster/Said Complex/Said Property including the other Units and the Common Areas;
3. Right of support, shelter and protection of each portion of the Said Building/Said Cluster/Said Complex;
4. The absolute, unfettered and unencumbered right in common over the Common Areas of the Said Complex **subject to** the terms and conditions herein contained;
5. The right, with or without workmen and necessary materials, to enter upon the Said Building/Said Cluster/ Project Extension, including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 24 (twenty four) hours prior notice in writing to the persons affected thereby;
6. Right of access to the Top Roof by all the owners of the Said Building;
7. Right of use and enjoyment of all the Common Areas.
8. The Common Areas and Facilities can be used by the Transferees and his/her immediate family members only however if a Transferee lets out his/her Flat/Unit, he/she may request a temporary suspension of his/her usage right of the Common Areas and Facilities and permission for usage of the Said Common Areas and Facilities by the tenant under his/her, only during the tenure of the tenancy.

IN WITNESS WHEREOF Parties hereinabove named have set the irrelative hands and signed this Conveyance at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SRI DEBASISH GHOSH alias DEBASISH LALA, SRI ARUN GHOSH alias ARUN LALA, SRI DIPANKAR GHOSH alias DIPANKAR LALA, SRI BISWAJIT GHOSH, SRI ALOK GHOSH, GITA RANI GHOSH, MITHU GHOSH, REKHA RANI GHOSH, SANJAY GHOSH, SUJAY GHOSH, SANDIP KUMAR GHOSH alias SANDIP KUMAR LALA, PRADIP KUMAR GHOSH alias PRADIP KUMAR LALA & AMAN GUPTA
being represented by its constituted attorney MR. VIVEK PODDAR [Land Owner]

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED
represented by its' Director namely SRI VIVEK PODDAR [Vendor-Cum-Developer]

[Allottees]

WITNESSES:

1.

2.

RECEIPT OF CONSIDERATION

Received from the within named Purchasers the within mentioned sum of **Rs.**_____/-
(Rupees _____) towards full and final payment of the Total Price
 for the said Apartment described in **Fourth Schedule** above, in the following manner:

| Mode | Date | Bank | Amount |
|-------------|-------------|-------------|---------------|
| | | | |
| | | | |

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Director, **SRI VIVEK PODDAR**
[VENDOR-CUM-DEVELOPER]

Identified By:

Name: _____

Father's Name: _____

Address: _____

Post Office: _____; Police Station: _____

Occupation : _____; Phone: _____

LAYOUT PLAN OF
FLAT NO. ON THE FLOOR
MEASURING ABOUT SQ. FT. CARPET AREA APPROX.,
ADMEASURING ABOUT SQ. FT. BUILT-UP AREA APPROX.

SRI DEBASISH GHOSH alias DEBASISH LALA, SRI ARUN GHOSH alias ARUN LALA, SRI
DIPANKAR GHOSH alias DIPANKAR LALA, SRI BISWAJIT GHOSH, SRI ALOK GHOSH,
GITA RANI GHOSH, MITHU GHOSH, REKHA RANI GHOSH,
SANJAY GHOSH, SUJAY GHOSH, SANDIP KUMAR GHOSH alias SANDIP KUMAR LALA,
PRADIP KUMAR GHOSH alias PRADIP KUMAR LALA & AMAN GUPTA
being represented by its constituted attorney MR. VIVEK PODDAR [Land Owner]

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED
represented by its' Director namely SRI VIVEK PODDAR [Vendor-Cum-Developer]

[Allottees]

Magnolia Infrastructure Development Ltd.

Director