

DEED OF CONVEYANCE

This DEED OF CONVEYANCE ("Conveyance") executed on this
_____ day _____ of 20____

BY AND BETWEEN

Magnolia Infrastructure Development Ltd
Director



(1) **SMT. SUDIPTA MUKHERJEE** (PAN: CWQPM3145Q) (AADHAAR NO: 287541706636), wife of Sri Arnab Mukherjee, by nationality Indian, by faith Hindu, by occupation Housewife, residing at Village: Bhatenda, Kolkata-700135, Post Office and Police Station: Rajarhat, District-North 24 Parganas, West Bengal, (2) **SMT. PAPIA BANERJEE** (PAN: AEFPB8748B) (AADHAAR NO: 901588642369), daughter of Late Alok Banerjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Flat No. SP-302, Siddha Town, Sir Ramesh Mitra Road, Kolkata-700136, Post Office-Rajarhat-Gopalpur and Police Station: Narayanpur, District-North 24 Parganas, West Bengal, (3) **SRI ARNAB MUKHERJEE** (PAN: AYBPM0733B) (AADHAAR NO: 995007433345), son of Late Parimal Mukherjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Village: Bhatenda, Kolkata-700135, Post Office and Police Station: Rajarhat, District-North 24 Parganas, West Bengal, (4) **SRI ARINDAM BANERJEE** (PAN: AEFPB8754F) (AADHAAR NO: 747402904129), son of Late Alok Banerjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Flat No. SL-401, Silver 1 Block, Siddha Pines, AS185, Rajarhat Main Road, Kolkata-700136, Post Office and Police Station: Rajarhat, District-North 24 Parganas, West Bengal, all are hereinafter collectively referred to as the "**VENDORS**", (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and/or permitted assigns) of the **FIRST PART**, being represented by his Constituted Attorney, **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, being the Director of **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, appointed vide Development Power of Attorney dated 13.05.2023 registered in the Office of the A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2023, at Pages 115921 to 115943, being No. 190303076 for the year 2023.

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, Post Office: Beliaghata, Police Station: Beliaghata, District: South 24 Parganas, Pin: 700010, State: West Bengal, 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, Post Office: AE Market (Salt Lake City), Police Station: Bidhannagar (North), District: North 24 Parganas, Pin: 700064, State: West Bengal, hereinafter called and referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns of the **SECOND PART**.

AND

(1) _____ (AADHAAR NO. _____), _____ of _____, residing at _____, Post Office – Bhebia, Police Station – Hasnabad, PIN- _____, District – _____, State _____, **(PAN – _____)**, (2) _____ (AADHAAR NO. _____), _____ of _____, residing at _____, Post Office – _____, Police Station – _____, PIN- _____, District – _____, State _____, **(PAN – _____)**, hereinafter jointly called the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser's heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

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 **WHEREAS** the Owners are the absolute and lawful owner and/or otherwise well and sufficiently entitled to all that the land more fully described in **FIRST SCHEDULE** hereto, (the "**SAID LAND**") purchased by the Owner as per the particulars of title deed of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- 1.2 **WHEREAS** the Promoter may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Said Land (hereinafter referred as the "**ADDED AREA**"). The Added Area, as and when purchased from time to time, shall also be developed by the Promoter along with the Said Land and the said Added Area, when so developed, shall form part of a common integrated development along with the existing Said Land.
- 1.3 **WHEREAS** the Promoter has entered into a Development Agreement dated 16.06.2023 registered in the Office of A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2023, at Pages 147857 to 147894, being Deed No. 190303862 for the year 2023 (hereinafter referred as the "**Said Development Agreement**") with the said Vendors for 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 WATERFRONT"** (hereinafter referred as the **"Project"**) for the consideration and subject to the terms and conditions contained therein.

- 1.4 **WHEREAS** in terms of the provisions of the Said Development Agreement, the said Vendors granted a Development Power of Attorney dated 16.06.2023 registered in the Office of the A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2023, at Pages 146216 to 146245, being No. 190303867 for the year 2023 to the Promoter for the purpose of development and raising the Project in the Schedule Property in terms of the Said Development Agreement (hereinafter referred as the **"Said POA"**).
- 1.5 **WHEREAS** the Said Land (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 Said Land, as of now, (excluding any Added Area, if any) is comprised of residential apartments, car parking spaces, 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"**).
- 1.6 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within Said Land 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 Said Land 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 Said Land and/or the Added Areas as the case may be. The details of the common areas which will be available for use in common by all the purchasers after the completion of all Phases of the said Complex or the Project are given in **PART – I** of the **THIRD SCHEDULE** hereunder written (hereinafter collectively referred as the **"Common Areas"**).
- 1.7 **WHEREAS** the Promoter in accordance with the said Development Agreement and Said POA 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 sanctioned by the competent authority, being Sanction Memo No. _____, dated _____ issued by the _____ (hereinafter referred as the **"SAID PLAN"**).
- 1.8 **WHEREAS** The Promoter has registered the **MAGNOLIA WATERFRONT** as a "Real

Estate Project" under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata being Registration No. _____ dated _____.

- 1.9 **WHEREAS** the Promoter in corroboration of the Said Plan constructed standalone G+IV storied of building/block therein at the Said Land, morefully described in the **FIRST SCHEDULE** hereunder, total of 36 (thirty-six) nos. of self-contained independent flats/apartments therein along with 25 (twenty five) nos. of Covered Car Parking Spaces, all forming the said Project named "**MAGNOLIA WATERFRONT**" at the portion of the Said Land.
- 1.10 The Promoter has completed the construction of the said Project and obtained the Occupancy Certificate from the competent authority, i.e. _____ vide Occupancy Certificate dated _____.
- 1.11 **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 super built-up area of _____ square feet, more or less, in the Block no. _____, (hereinafter referred as the "**Building**"), also along with _____ number of _____ car parking space, admeasuring about _____ square feet, more or less, within the residential housing complex/project named "**MAGNOLIA WATERFRONT**", 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-I** 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.
- 1.12 **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.
- 1.13 **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.
- 1.14 **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-I** of the **THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoter for use and enjoyment by such other co-owners and/or third parties, as the case may be.

- 1.15 **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.
- 1.16 **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 Promoter hereby agree to sell and the Purchasers hereby agrees to purchase the said Apartment, as specified in the manner mentioned below.
2. **Transfer Hereby Made** the Promoter hereby sell, convey and transfer 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, measuring a carpet area of _____ square feet, more or less, corresponding to super built-up area of _____ square feet, more or less, in the Block no. _____, within the residential housing complex/project named "**MAGNOLIA WATERFRONT**", **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the said building on which the flat and the car parking space is situated, forming part of the Said Land **TOGETHER WITH** common rights in the common areas and facilities of the said building/Project/Said Land, which are morefully described in **PART-I** 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 Promoter 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 (on the assessed market value or circle rate) paid by the Purchasers to the Developer, receipt of which the 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 Promoter hereby sell 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 super built-up area of the Apartment, 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 (on the assessed market value or circle rate), if applicable, (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 Developer towards the Said Unit.
 - b) The Total Price above excludes taxes (consisting of tax paid or payable by the 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 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 Vendors or the Possession Date (as mentioned in the Sale Agreement) whichever is earlier.
- 4.3 The Promoter 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 Developer has confirmed to the Purchasers the final super built-up 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 super built-up area. The Total Price paid for the super built-up area has been calculated upon confirmation by the Developer. The Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendor, right and entitlement of the Developer in the Said Property,

the Sanctioned Plan, all background papers, the right of the 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 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, any other staffs etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of all the flat Vendors 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 Developer (without affecting the rights of the Purchasers, prejudicially) to accommodate its future plans regarding the Said Land 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 also includes the cost of 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 Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.
- 4.6 It is made clear by the 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 Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. 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 Developer has paid all outgoing before transferring the physical possession of the apartments to the Purchasers, which the Developer has collected from the all the flat/unit Vendors (including the Purchasers herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 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, debutters, 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-I** of the **THIRD SCHEDULE** below, in common with the other co-Vendors of the said Building, the Said Complex and flat Vendors of the Added Area, including the Owner and the Developer (if the Owner and/or the Developer retain any Unit in the Said Project).
- 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 No maintenance or Corpus Deposit has been kept by Developer. In the event of handing over of the said flat/unit Developer herein acknowledge to the Purchasers that the Developer will not be responsible for any maintenance within the said project constructed on the schedule land.
- 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 Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the 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 Promoter to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 6.2 **Possession by the Purchasers:** The Promoter covenants with the Purchasers that, after completion of all the phases of the said Projects, the Promoter will 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 Promoter shall compensate the Purchasers in case of any loss caused to him/them due to defective title of the Said Land, 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 PROMOTER:** The Promoter hereby represent and warrant to the Purchasers as follows:
 - (i) The Owner has absolute, clear and marketable title with respect to the Said Land; and the Developer has the requisite rights to carry out development upon the Said Land and the Owner is having absolute, actual, physical and legal possession of the Said Land and the Developer is having permissive possession of the Said Land for construction and development of the Project/Complex;
 - (ii) The Promoter 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 Said Land 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 Said Land 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 Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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, Said Land, building, Apartment and Common Areas;
 - (vi) The Promoter 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 Promoter 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 Said Land, 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 Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchasers in the manner

contemplated in this Conveyance;

- (ix) The 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 Said Land 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 Said Land;
- (xi) The 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 - I** and **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 Said Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Complex.

9. COVENANTS & RIGHTS OF THE PURCHASERS:

9.1 The Purchasers hereby covenant and agree with the Promoter 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 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 Developer or the Association, as the case may be, failing which the 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 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 any other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the 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 Developer or the Association, as the case maybe, from time to time;

- 9.1.4 that the Purchasers shall bear and pay all the panchayet/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 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 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 (03) months and shall keep the Owner and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendor and/or the Promoter 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 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 super built-up Area of the Apartment bears to the total super built-up 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 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 any 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 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. **FORMATION OF ASSOCIATION**

- 10.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment Vendors 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 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.
- 10.2 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.

- 10.3 Upon formation of the Association, the Developer shall handover the Common Areas, the relevant documents and plans relating to the said project, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**").
- 10.4 The Purchasers acknowledge that they shall be bound by the rules and regulations which may be framed in relation to management of the Building and/or the Complex by 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 Vendors or occupiers of the Building and/or the Complex.
- 10.5 Further, the Purchasers agree and undertake to pay all necessary deposits/charges to the 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 Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Developer.
- 10.6 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.

11. **DEFECT LIABILITY:**

- 11.1 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 Developer as per the agreement for sale relating to such development is brought to the notice of the 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 Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of 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.

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

- 12.1 The Developer/ Association (upon formation) shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary services and the Purchasers agree to permit 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.

13. USAGE:

- 13.1 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, 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 services.

14. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 14.1** 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.
- 14.2** 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.
- 14.3** The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter by the Association. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15. **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.

16. **ADDITIONAL CONSTRUCTION:**

The 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.

17. **APARTMENT OWNERSHIP ACT**

The Promoter 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 Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

18. **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.

19. **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 super built-up area of the Apartment bears to the total super built-up area of all the Apartments in the Complex.

20. **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.

21. PLACE OF EXECUTION:

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

22. 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.

23. 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.

24. 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
(SAID LAND)

ALL THAT piece and parcel of land classified as *bastu* **(i)** measuring 04 (four) Decimal, more or less, comprised in R.S./L.R. Dag No. 148 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 5329 and **(ii)** measuring 28 (twenty-eight) Decimal, more or less, comprised in R.S. Dag No. 149, recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian Nos. 5326, 5320, 5332 and 5328, Mouza Bhatenda, J.L. No. 28, within the limits of

Rajarhat-Bishnupur No. I Gram Panchayat, Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal and butted and bounded as under:

On the North : R.S./L.R. Dag Nos. 152 & 155
On the East : R.S./L.R. Dag Nos. 147 & 150
On the South : Panchayet Road
On the West : R.S./L.R. Dag No. 156

THE SECOND SCHEDULE ABOVE REFERRED TO
(PARTICULARS OF THE TITLE DEEDS)

1. One Santosh Chandra Ray was the recorded Owners in respect of *inter alia* **ALL THAT** piece and parcel of **(i)** land measuring 04 (four) Decimal, more or less, comprised in R.S. Dag No. 148 and **(ii)** land measuring 28 (twenty-eight) Decimal, more or less, comprised in R.S. Dag No. 149, both recorded under R.S. Khatian No. 539, Mouza Bhatenda, J.L. No. 28, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Police Station: Rajarhat, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal (hereinafter referred as the "**Schedule Property**"), morefully described in the '**Fourth Schedule**' hereunder.
2. The said Santosh Chandra Ray, a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him, surviving his 02 (two) sons, namely, (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Santosh Chandra Ray in respect of the Schedule Property, as per Hindu Succession Act, 1956. The said (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray each having an undivided $\frac{1}{2}$ (one-half) share and/or interest in the said Schedule Property.
3. The said (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray consequently got their names mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas and duly paid khajna/taxes thereof in respect of the Schedule Property, in the following manner:

Name	R.S./L.R. Dag No.	L.R. Khatian	Land Share (as per ROR)	Land Area (in Decimal)
Anil Ray	148	35	0.5000	02
	149		0.5000	14
Sunil Ray	148	814	0.5000	02
	149		0.5000	14

4. The said Sri Anil Ray *alias* Anil Kumar Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 03rd November 1989 leaving behind him, surviving his, widow, Smt. Urmila Ray and 03 (three) sons, namely, (1) Sri Basudeb Ray, (2) Sri Amal Kumar Ray and (3) Sri Swapan Kumar Ray, as his only surviving legal heir and heiresses, who

jointly and equally inherited all right, title and interest of Late Anil Ray *alias* Anil Kumar Ray in respect of undivided $\frac{1}{2}$ (one-half) share and/or interest in the Schedule Property, each having an undivided $\frac{1}{8}$ th share and/or interest therein, as per Hindu Succession Act, 1956.

5. The said Sri Sunil Ray *alias* Sunil Kumar Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 14th October 1994 leaving behind him, surviving his, widow, Smt. Triptimayi Ray and 02 (two) sons, namely, (1) Sri Biswajit Ray and (2) Sri Subir Prasad Ray and 03 (three) married daughters, namely, (1) Smt. Kabita Bhattacharjee, (2) Smt. Babita Mukherjee and (3) Smt. Ruba Chakraborty, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Sunil Ray *alias* Sunil Kumar Ray in respect of undivided $\frac{1}{2}$ (one-half) share and/or interest in the Schedule Property, each having an undivided $\frac{1}{12}$ th share and/or interest therein, as per Hindu Succession Act, 1956.
6. The said (1) Smt. Urmila Ray *alias* Urmila Devi (2) Sri Basudeb Ray (3) Sri Amal Kumar Ray (4) Sri Swapan Kumar Ray (5) Smt. Triptimayi Ray (6) Sri Biswajit Ray (7) Sri Subir Prasad Ray (8) Smt. Kabita Bhattacharjee (9) Smt. Babita Mukherjee and (10) Smt. Ruba Chakraborty, as the owners of the Schedule Property granted a General Power of Attorney dated 12th February 2010 registered in the Office of the District Sub-Registrar-II, North 24 Parganas and recorded in Book-IV, CD Volume No. 1, at Pages 2671 to 2686, being No. 00268 for the year 2010 wherein they collectively appointed, Smt. Sujata Ray, wife of Sri Basudeb Ray, as their true, lawful and constituted attorney in order to cause sale and transfer of the Schedule Property on their behalf during their absence.
7. The said (1) Smt. Urmila Ray *alias* Urmila Devi, wife of Late Anil Ray *alias* Anil Kumar Ray (2) Sri Amal Kumar Ray (3) Sri Swapan Kumar Ray, both sons of Late Anil Ray *alias* Anil Kumar Ray collectively executed a Deed of Gift (*Daanpatra Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1226 to 1239, being No. 00057 for the year 2014, gifted and conveyed in consideration of their natural love and affection in favour of Sri Basudeb Ray, their undivided $\frac{3}{8}$ th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 01.50 (one point five zero) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 10.50 (ten point five zero) decimal, more or less, comprised in R.S./L.R. Dag No. 149, both recorded under L.R (*Kri*) Khatian No. 35 corresponding to L.R. (*Akrishi*) Khatian No. 16, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's First Land**") out of the said Schedule Property.
8. The said (1) Smt. Kabita Bhattacharjee (2) Smt. Babita Mukherjee, both daughters of Late Sunil Ray *alias* Sunil Kumar Ray represented by their constituted attorney, Smt. Sujata Ray, (as mentioned above) as the vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District

Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1277 to 1288, being No. 00061 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.66 (zero point six six) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.67 (four point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 149, both recorded under L.R. (*Kri*) Khatian No. 814 corresponding to L.R. (*Akrishi*) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Second Land**"), out of the Schedule Property along with other plot of land, for the consideration mentioned therein.

9. The said (1) Sri Subir Prasad Ray and (2) Smt. Triptimayi Ray, represented by their constituted attorney, Smt. Sujata Ray, (as mentioned above) as the vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1289 to 1300, being No. 00062 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.67 (zero point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.66 (four point six six) decimal, more or less, comprised in R.S./L.R. Dag No. 149 recorded under L.R. (*Kri*) Khatian No. 814 corresponding to L.R. (*Akrishi*) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Third Land**"), out of the Schedule Property, along with other plot of land, for the consideration mentioned therein.
10. The said (1) Sri Biswajit Ray, son of Late Sunil Ray *alias* Sunil Kumar Ray and (2) Smt. Ruba Chakraborty, daughter of Late Sunil Ray *alias* Sunil Kumar Ray represented by their constituted attorney, Smt. Sujata Ray, as the Vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1326 to 1337, being No. 00063 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.67 (zero point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.67 (four point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 149 recorded under L.R. (*Kri*) Khatian No. 814 corresponding to L.R. (*Akrishi*) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Fourth Land**"), out of the Schedule Property, along with other plot of land, for the consideration mentioned therein.

11. And the said Sri Basudeb Ray by virtue of inheritance and the aforesaid Basudeb's First Land, Basudeb's Second Land, Basudeb's Third Land and Basudeb's Fourth Land from the legal heirs of Late Anil Ray *alias* Anil Kumar Ray and Late Sunil Ray *alias* Sunil Kumar Ray, the said Basudeb Ray became the sole and absolute owner of the Schedule Property.
12. The said Sri Basudeb Ray consequently got his name mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas in respect of the Schedule Property vide L.R. Khatian No. 4759 and duly paid khajna/taxes thereof.
13. The said Sri Basudeb Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 10th April 2022, leaving behind him, surviving his widow, Smt. Sujata Ray and only son, Sri Kaushik Ray and only daughter, Smt. Moutrisha Ray, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Basudeb Ray in respect of the Schedule Property, each having an undivided 1/3rd share and/or interest therein, as per Hindu Succession Act, 1956.
14. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray jointly decided to transfer the said Schedule Property for which they have demarcated the Schedule Property, the land comprised in L.R. Dag No. 149 in Lot Nos. A, B, C and D, measuring 07 decimal each Lot and in L.R. Dag No. 148 in Lot E measuring 04 decimal.
15. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218605 to 218628, being No. 190103650 for the year 2022, sold conveyed and transferred in favour of Sri Alok Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot A therein, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, out of the said Schedule Property, for the consideration mentioned therein.
16. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 224829 to 224851, being No. 190103652 for the year 2022, sold conveyed and transferred in favour of Sri Arindam Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot B therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.

17. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218648 to 218670, being No. 190103653 for the year 2022, sold conveyed and transferred in favour of Smt. Sudipta Mukherjee, **ALL THAT** piece and parcel of land measuring 04 (four) decimal, more or less, marked in Lot E therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 148 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.
18. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218117 to 218140, being No. 190103654 for the year 2022, sold conveyed and transferred in favour of Sri Arnab Mukherjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot D therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.
19. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218617 to 218694, being No. 190103655 for the year 2022, sold conveyed and transferred in favour of Smt. Papia Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot C therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.
20. The said (1) Alok Banerjee (now deceased) (2) Sri Arindam Banerjee (3) Smt. Sudipta Mukherjee (4) Sri Arnab Mukherjee and (5) Smt. Papia Banerjee consequently got their names mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas in respect of the Schedule Property and duly paid khajna/taxes thereof. The said records are the following manner:

Name	R.S./L.R. Dag No.	L.R. Khatian	Land Share (as per ROR)	Land Area (in Decimal)
Alok Banerjee (now deceased)	149	5332	0.2500	07
Sri Arindam Banerjee	149	5326	0.2500	07
Smt. Sudipta Mukherjee	148	5329	1.0000	04
Sri Arnab Mukherjee	149	5320	0.2500	07
Smt. Papia Banerjee	149	5328	0.2500	07

21. The said Alok Banerjee (now deceased), Sri Arindam Banerjee, Smt. Sudipta Mukherjee, Sri Arnab Mukherjee and Smt. Papia Banerjee on basis of causing mutation of the Schedule Property in their respective names in the above manner, with the purview of conveying the Schedule Property for residential purpose, got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion under Section 4C of the West Bengal Land Reforms Act, 1955 for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Bastu*" vide Memo Nos.

- i) CON/1775/BL&LRO/RAJ/22
 - ii) CON/1776/BL&LRO/RAJ/22
 - iii) CON/1777/BL&LRO/RAJ/22
 - iv) CON/1778/BL&LRO/RAJ/22
 - v) CON/1779/BL&LRO/RAJ/22
- all dated 01st September 2022.

22. The said Alok Banerjee (now deceased), a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 26th January 2023 leaving behind him, surviving his widow, Smt. Sunanda Banerjee and only son, Sri Arindam Banerjee and only daughter, Smt. Papia Banerjee, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Alok Banerjee in respect of the Schedule Property, each having an undivided 01/3rd share and/or interest therein, as per Hindu Succession Act, 1956.

23. Said Smt. Sunanda Banerjee and Smt. Papia Banerjee jointly executed a Deed of Gift dated 28th April, 2023 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book-I, Volume No. 1904-2023, at Pages 305514 to 305532, being No. 190405995 for the year 2023, gifted and conveyed in consideration of their natural love and affection in favour of Sri Arindam Banerjee, their undivided 2/3rd (two-third) share and/or interest in the said Schedule Property, being equivalent to **ALL THAT** piece and parcel of land classified as *bastu* measuring about 04.66 (four point six six) Decimal, more or less, comprised in R.S./L.R. Dag No. 149, recorded under R.S. Khatian

No. 539 corresponding to L.R. Khatian No. 4759 corresponding to new L.R. Khatian No. 5332, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. *Sabek* 2998 *Hal* 10, within the limits of Rajarhat Bishnupur No. I Gram Panchayat, Police Station: Rajarhat, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal.

24. In the above mentioned circumstances, the said Sri Arindam Banerjee has purchased 07 Decimal, more or less, comprised in R.S./L.R. Dag No. 149 through the aforesaid Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 224829 to 224851, being No. 190103652 for the year 2022 along with an undivided 1/3rd (one-third) share and/or interest, equivalent to land measuring about 02.34 (two point three four) Decimal, more or less which he has inherited as son, from his father, Late Alok Banerjee along with undivided 2/3rd (two-third) share and/or interest equivalent to land measuring about 04.66 (four point six six) Decimal, more or less which has been gifted by Smt. Sunanda Banerjee and Smt. Papia Banerjee in favour of Sri Arindam Banerjee. Therefore, the said Sri Arindam Banerjee has become the absolute owner in respect of land measuring about 14 Decimal, more or less, comprised in R.S./L.R. Dag No. 149.
25. The Owners being seized, possessed and well sufficiently entitled to the Schedule Property in the aforesaid manner intended to develop and commercially exploit the same and in such regard hereby appoints the Promoter herein to erect and construct a integrated development consisting of residential housing complex, commercial units together with open and covered car parking spaces therein (hereinafter referred as "**Said Project**") upon the Schedule Property by using and deploying necessary men, materials and labour by obtaining necessary building plan sanctioned from the concerned authority.
26. Based on the mutual representations and assurances, the Parties have agreed to develop the Schedule Property for raising the Said Project on the terms and conditions that are mutually agreed between the Parties and set forth herein below.
27. The Promoter entered into a Development Agreement dated 16.06.2023 registered in the Office of A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2023, at Pages 147857 to 147894, being Deed No. 190303862 for the year 2023 with the said Vendors for 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 WATERFRONT**" for the consideration and subject to the terms and conditions contained therein.
28. In terms of the said Development Agreement, the Vendors also executed a Power of Attorney dated 16.06.2023, registered in the Office of the A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2023, at Pages 146216 to 146245, being No. 190303867 for the year 2023, wherein the Vendors granted exclusive powers

and authorities to the Promoter for carrying out all works, actions incidental with regard to construction of the Project.

29. Now, the Purchasers herein has approached the Promoter 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 REFERRED TO
(PART – I)
COMMON AREA

All that the common areas, and/or the portions of the project/complex, earmarked/meant by the promoter for beneficial, common use and enjoyment of the Purchaser/other Purchaser of the project/complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the promoter.

(PART – II)
TECHNICAL SPECIFICATIONS

FOUNDATION	RCC Foundation
SUPERSTRUCTURE	RCC Framed Structure
WALLS	Bricks Masonry
ROOMS	
Floor	Vitrified Tiles in Living / Dining area & Bedrooms
Wall	Putty finish
KITCHEN	
Floor	Ceramic Tiles
Counter	Granite Counter Top
Sink	Stainless Steel Sink
Dado	Ceramic Tiles (2 ft. above counter)
TOILETS	
Floor	Anti-Skid Ceramic Tiles
Dado	Glazed Tiles
WC	European type of Jaquar / Parryware or similar reputed brand
Wash Basin	Jaquar / Parryware or similar reputed brand
FITTINGS CP	
Door Frame	Wooden Frame
Shutter	Flush Door
Windows	Sliding Aluminium

ELECTRICAL

Wiring

Power Supply

Generator

Lift

Staircase / Lobby

Water Supply

Concealed Copper Wiring

Through WBSEB network

Power backup - 24x7

Reputed brand

Spacious staircase, elegant lobby & floor corridors with good quality Vitrified Tiles/Kota stone/granite

24x7 captive water supply

THE FOURTH SCHEDULE ABOVE REFERRED TO

(APARTMENT)

ALL THAT Apartment No. _____, on the _____ floor, having tiles flooring, measuring a carpet area of _____ square feet, more or less, corresponding to super built-up of _____ square feet, more or less, in the Block no. _____, within the residential housing complex/project named "**MAGNOLIA WATERFRONT**" **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 Said Land **TOGETHER WITH** common rights in the common areas and facilities of the said building/Project/Said Land, morefully described in the First Schedule above.

(PARKING SPACE)

One _____ (open/covered) car parking space, measuring _____ square feet, more or less, within the residential housing complex/project named "**MAGNOLIA WATERFRONT**".

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Stipulations)

The Purchasers and the other co-owners shall allow each other, the Owner, the 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 Block/Said Complex/Said Land including the other Units and the Common Areas;
3. Right of support, shelter and protection of each portion of the Said Building/Said Block/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 Block/ 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 Owner 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 WHERE OF the Parties hereinabove named have set the irrespective hands and signed this Conveyance at Kolkata in the presence of attesting witness, signing as such on the day first above written.

For and on Behalf of **SMT. SUDIPTA MUKHERJEE, SRI ARNAB MUKHERJEE, SMT. PAPIA BANERJEE AND SRI ARINDAM BANERJEE**

Being Represented by their lawful and Constituted Attorney

SRI VIVEK PODDAR

(as the Director of MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED)

[VENDORS]

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Director, **SRI VIVEK PODDAR**

[DEVELOPER]

[PURCHASERS]

Witnesses:

1.

2.

Drafted By:

MEMO OF CONSIDERATION

Received a sum of Rs. _____ /- (Rupees _____ Only) towards
Unit/Apartment Price:

Project Name, Flat No.	Cheque/TRANSACTION	Dated	Drawn On	Amount
MAGNOLIA WATERFRONT,				
				Rs. _____ .0

Note : This Present is valid subject to realization of cheque(s).

For Magnolia Infrastructure Development Limited

Director, **SRI VIVEK PODDAR**
[CO-OWNER/DEVELOPER]

ANNEXURE-A

**LAYOUT PLAN OF FLAT NO. _____ ON THE _____ FLOOR, ADMEASURING
ABOUT _____ SQ. FT. SUPER BUILT-UP AREA (_____ SQ. FT. CARPET AREA)
APPROX.**

For and on Behalf of **SMT. SUDIPTA MUKHERJEE, SRI ARNAB MUKHERJEE, SMT. PAPIA BANERJEE AND SRI ARINDAM BANERJEE**

Being Represented by their lawful and Constituted Attorney

SRI VIVEK PODDAR

(as the Director of MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED)

[VENDORS]

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Magnolia Infrastructure Development Ltd

Director

Director, **SRI VIVEK PODDAR**

[DEVELOPER]

[PURCHASERS]

DATED THIS THE _____ DAY OF _____, 20____

DEED OF CONVEYANCE

OF

APARTMENT NO. _____ ON THE _____ FLOOR IN BLOCK _____

AT

"MAGNOLIA WATERFRONT"

Address for Correspondence of Magnolia Infrastructure Development Limited

MANI CASADONA
10W1, 10th Floor, West Tower,
Plot No. 2F/04, Street No. – 372,
Action Area 2 F, Kolkata – 700160,
West Bengal.
E-mail: info@magnoliainfrastructure.com