

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("Conveyance") executed on this _____ day
of _____, _____.

By and Between

Magnolia Infrastructure Development Ltd.

Director



(1) **SRI DHIRENDRA NATH SAMADDER**, (PAN: AJJPS8002J) (AADHAAR NO. 999253319662) son of Late Bilash Chandra Samadder, by Nationality Indian, by faith Hindu, by occupation Advocate, residing at Shibtala, Nabapally Circular Road, Kolkata - 700126, P.O. Nabapally P.S. Barasat, District North 24 Parganas, State West Bengal (2) **SMT. LAXMI RANI SAMADDER**, (PAN: AJJPS8063M), (AADHAAR NO.892222515321) wife of Sri Dharendra Nath Samadder, by occupation Housewife, by faith Hindu, by Nationality Indian, residing at Shibtala, Nabapally Circular Road, Kolkata- 700126, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, State West Bengal (3) **SRI RAJIB SAMADDAR**, (PAN: AVZPS3738D) (AADHAAR NO. 603707540802) son of Sri Dharendra Nath Samadder, by Nationality Indian, by faith Hindu, by occupation Service, residing at Shibtala, Nabapally Circular Road, Kolkata-700126, P.O. Nabapally P.S. Barasat, District North 24 Parganas, State West Bengal, (4) **SRI SANJIB SAMADDER**, (PAN: DIJPS4058A), (AADHAAR NO. 638210213419) son of Sri Dharendra Nath Samadder, by Nationality Indian, by faith Hindu, by occupation Service, residing at Shibtala, Nabapally Circular Road, Kolkata-700126, P.O. Nabapally P.S. Barasat, District North 24 Parganas, State West Bengal (5) **SMT. SARMISTHA DEY**, (PAN: CEGPD4984J) (AADHAAR NO.855491249287) wife of Sri Prabir Dey, by Nationality Indian, by faith Hindu, by occupation Housewife, residing at Village- Akrapur, PIN-743263, P.O. Akrapur, P.S. Habra, District North 24 Parganas, State West Bengal and (6) **SRI PRABIR DEY**, (PAN-AFDPD1164L), (AADHAAR NO. 451410221252) son of Sri Abani Prasad Dey, by Nationality Indian, by faith Hindu, by occupation Service, residing at Village- Akrapur, PIN - 743263, P.O. Akrapur, P.S. Habra, District North 24 Parganas, State West Bengal, hereinafter called and referred to as the **VENDORS**, vendors nos. 2 to 6 being represented by their Constituted Attorney, Sri Dharendra Nath Samadder, (PAN: AJJPS8002J) (AADHAAR NO. 999253319662) son of Late Bilash Chandra Samadder, by Nationality Indian, by faith Hindu, by occupation Advocate residing at Shibtala, Nabapally Circular Road, Kolkata - 700126, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, State West Bengal, vide Power of Attorney dated 14th September 2015 registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-IV, Volume No. 1519-2015, at Pages 1177 to 1193, being No. 151900147 for the year 2015 (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors - interest and/or 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: 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, hereinafter called and referred to as the "**DEVELOPER**" (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) _____, (PAN : _____), (Aadhaar no. _____), _____ of _____, by Nationality - Indian, by Faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, PIN- _____, District - _____, State _____ and 2) _____ (PAN : _____), (Aadhaar no. _____), _____ of _____, by Nationality - Indian, by Faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, PIN- _____, District - _____, State _____ 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**.

Magnolia Infrastructure Development Ltd.

Director

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 Vendors are the absolute and lawful Vendors 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 Vendors as per the particulars of title deed of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- 1.2 Whereas The Developers have entered into two agreements with the Vendors dated Development Agreement executed on (i) 1st July, 2015 and registered on 6th July, 2015 before the Additional Registrar of Assurance, Office of the A.D.S.R. Kadambagachi, West Bengal, dated 13th July, 2015 in Book I, Volume No. 1519-2015, Page from 9764 to 9836, being no. 151901153 for the year 2015 and (ii) 19th November, 2018 and registered on 19th November, 2018 before the Additional Registrar of Assurance, Office of the A.D.S.R. Kadambagachi, West Bengal, dated 19th November, 2018 in Book I, Volume No. 1519-2018, Page from 80116 to 80163, being no. 151903189 for the year 2018 (the "**DEVELOPMENT AGREEMENT**") for developing and/or constructing a project consisting of several residential and other building(s), on the Said Land for the consideration and subject to the terms and conditions contained therein;
- 1.3 In terms of the provisions of the Development Agreements, the Vendors granted a general power of attorney, (i) dated 21st September, 2015 being no. 151901639 for the year 2015, duly registered in the Office of the Additional Registrar of Assurance (Office of the A.D.S.R. Kadambagachi, West Bengal) in Book I, Volume No. 1519 - 2015, Pages 18496 to 18541 and (ii) dated 19th November, 2018 being no. 151903193 for the year 2018, duly registered in the Office of the Additional Registrar of Assurance (Office of the A.D.S.R. Kadambagachi, West Bengal) in Book I, Volume No. 1519 - 2018, Pages 80220 to 80243 in favour of the Developer for the purpose of carrying out various works in connection with the development of the Said Land in terms of the Development Agreement (the "**POWER OF ATTORNEY**").
- 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, 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**").
- 1.5 **WHEREAS** the Developer has applied for conversion of the said portion of Land to Housing Complex before the District Land and Land Reforms Office, North 24 Parganas, Barasat, and the said application for conversion was allowed by the said office vide Certificate of Conversion Memo number L-13011(11)/14/2016-DL&LRO/130589, dated 28.04.2016; and also applied for conversion of the remaining portion of Land to Housing Complex before the SDL&LRO Barasat Office, North 24 Parganas, and the said application for conversion was allowed by the said office

vide Certificate of Conversion vide Memo numbers are S-24/Conv. 185/17/34/SDL-BST/2017, Dated 03.01.2018; S-24/Conv. 186/17/35/SDL-BST/2017, dated 03.01.2018; S-24/Conv. 138/18/3071/1(3)/SDL-BST/2018, dated 27.09.2018 and S-24/Conv. 139/18/3072/1(3)/SDL-BST/2018, Dated 27.09.2018.

- 1.6 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within Said Land (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 Said Land and/or on the Added Areas, 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 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 (collectively the "COMMON AREAS").
- 1.7 **WHEREAS** the Developer caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the Complex and got the said plan sanctioned by the competent authority, being Sanction sanctioned vide Building Permit No. 1346 dated 12.10.2018 from the concerned authority of the Barasat Municipality (the "SAID PLAN").
- 1.8 **WHEREAS** the Developer has got the Project registered under Section 5 of the West Bengal Housing Industry Regulatory Act 2017 and the Rules framed thereunder vide Registration Certificate No: HIRA/P/NOR/2019/000420 dated 13/05/2019 [presently the Project named "MAGNOLIA NAKSHATRA (PHASE-II)" being governed under the Real Estate (Regulation and Development) Act, 2016 read with the West Bengal Real Estate (Regulation and Development) Rules, 2021]. The said Registration Certificate in respect of the Project had been issued by the West Bengal Housing Industry Regulatory Authority for a period of 3 (three) years and 6 (six) months, which got further extended by the West Bengal Housing Industry Regulatory Authority by issuing Form-3, being the Certificate for Extension of Registration of the Project, extending the completion time for the Project named "MAGNOLIA NAKSHATRA (PHASE-II)".
- 1.9 **WHEREAS** the Developer in corroboration of the Said Plan constructed 06 (six) nos. of Ground plus Four (G+IV) storied residential buildings at the Schedule Property, morefully described in the FIRST SCHEDULE hereunder, being known as Block Nos. A, B, C, D, E and F, Block - A, B, C, D and F each Block consisting of 32 (thirty-two) nos. of residential flats and Block - E of 24 (twenty-four) nos. of residential flats, and also certain numbers of car parking spaces therein, aggregating to a total of 184 (one hundred and eighty-four) nos. of residential flats along with 190 (one hundred ninety) nos. of Car Parking Spaces, all forming the said Project named "MAGNOLIA NAKSHATRA (PHASE-II)" at the Schedule Property.
- 1.10 **WHEREAS** the Developer has completed the construction of the said Building and obtained the Completion Certificate from the competent authority, i.e. Barasat Municipality, vide Completion Certificate Memo No. 951-BM/BD/2023-2024, dated 12.12.2023.
- 1.11 **WHEREAS** the Purchasers have applied for allotment of an apartment in the Project vide Customer ID 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"), within the Complex named "MAGNOLIA NAKSHATRA (PHASE-II)", also along with _____ number

of _____ car parking space, admeasuring about _____ square feet, more or less, 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 _____ (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 Developer for use and enjoyment by such other co-Vendors 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 Developer 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 Developer 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 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"), within the Complex named "MAGNOLIA NAKSHATRA (PHASE-II)", also along with _____ number of _____ car parking space, admeasuring about _____ square feet, more or less, 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 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 Developer in consideration of the Total Price (defined below), i.e. Rs. _____/- (Rupees _____) 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 Developer 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 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 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 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 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, debentures, 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 Developer to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 6.2 **Possession by the Purchasers:** The 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 Developer 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 DEVELOPER:** The Developer hereby represents and warrants to the Purchasers as follows:

- (i) The Vendors have 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 Said Project/Complex;
- (ii) The 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 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 Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Complex, Said Land, building, Apartment and Common Areas;
- (vi) The Developer have 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 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 said Apartment which will, in any manner, affect the right, title and interest of Purchasers under this Conveyance;
- (viii) The Developer confirms that the Developer are 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 property) has been received by or served upon the Developer 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 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 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-Purchasers 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 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 (3) months and shall keep the Vendors and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendors 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-Purchasers 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
- I. the elevation and exterior colour scheme of the Apartment and the Building;
 - II. 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.
- 9.1.16 **Extension/Addition:** The undertaking of the Purchasers to the Developer that notwithstanding anything contained in this Conveyance, the Purchasers have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) to the Said Property/Said Complex (Project Extension) and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the Common Areas (3) modifying the Sanctioned Plans, as may be necessary in this regard and (4) granting to other Flat owners of the Said Complex and/or the Project Extension, if any all forms of right to use the Common Areas and Facilities.

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 Purchasers' 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 Developer have 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 Developer have 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 carpet area of the Apartment bears to the total carpet 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 Developer 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 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 (1) piece and parcel Housing Complex land measuring 306 (three hundred and six) decimal, more or less, equivalent to 9 (nine) bighas 05 (five) cottahs 07 (seven) chittack and 12.24 (twelve point two four) square feet, more or less, comprised in R.S./L.R. Dag Nos. 98, 99, 102, 101, 100, 103, 104, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 80, 81, 80/845, recorded in L.R. Khatian Nos. 2450, 4000, 1277, 2218, 1905, 482, 1448, 1304, 448, 1272, 679, 5029, 5030, 5032 and 4000 and **(2)** piece and parcel of Housing Complex land measuring 97.6398 (ninety-seven point six three nine eight) decimal, more or less, equivalent to 2 (two) bighas 19 (nineteen) cottahs 2 (two) chittack and 36.43 (thirty-six point four three) square feet, more or less, comprised in R.S./L.R. Dag Nos. 129, 112, 97, 105, 101 and 102, recorded in R.S. Khatian Nos. 984, 183, 541 and 542, corresponding to L.R. Khatian Nos. 4780, 4779, 343, 1513, 291, 684, 247, 1696, 300, 1981, 175, 277, 1294, 1383, 1453, 773, 454, 1453, 2450, 6834, 6328, 6327, 6330, 6329, 7065, 6848, both aggregating to land measuring 403.6398 (four hundred and three point six three nine eight) decimal, more or less, [equivalent to 12 (twelve) bighas 4 (four) cottahs 10 (ten) chittacks and 3.74 (three point seven four) square feet, more or less], Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, now known and numbered as Municipal Holding No. N/68 Sastrijee Road (previously Municipal Holding Nos. N/67, N/68, N/69, N/72, N/71 and N/70 Sastrije Road), Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas and the said premise is butted and bounded as follows:-

ON THE NORTH	:	Baluria Mouza
ON THE SOUTH	:	Part of Paschim Ichapur & Mochpole Mouza
ON THE EAST	:	Part of Paschim Ichapur Mouza
ON THE WEST	:	Part of Mochpole Mouza

THE SECOND SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)

I. Ownership of First Property:

1. By way of the below mentioned sale and partition deeds as tabulated hereunder, the Vendors have become the joint and absolute Vendors in respect of the First Property (defined hereinafter):

<u>Sl. No.</u>	<u>Date</u>	<u>Deed No./Year</u>	<u>Vendor/s</u>	<u>Allottee/s</u>	<u>R.S./L.R. Dag No.</u>	<u>Land Area (in Decimal)</u>	<u>Classification of Land</u>	<u>Registration Details of Deed</u>	<u>Office of Registration</u>
1.	07/01/1999	853/2003	Jamshed Ali and Parul Bala Ghosh	Dhirendra Nath Samadder	113	16.00	Sali	Book-I, Volume No. 14, at Pages 191-198	Sub-Registrar, Kadambagachi
2.	07/01/1999 9	853/2003	Jamshed Ali and Parul Bala Ghosh	Dhirendra Nath Samadder	116	09.00	Sali	Book-I, Volume No. 14, at Pages 191-198	Sub-Registrar, Kadambagachi
3.	18/05/2011	1871/2011	Narayani Mondal	Dhirendra Nath Samadder	103	20.50	Sali	Book-I, Volume No. 07, at Pages 1235-1248	Additional District Sub-Registrar, Kadambagachi
4.	24/07/2013	2130/2014	Ananda Mondal, Maya Kole, Sachi Gayen, Ujjwala Biswas	Dhirendra Nath Samadder	103	20.50	Sali	Book-I, Volume No. 08, at Pages 1140-1154	Additional District Sub-Registrar, Kadambagachi
5.	07/01/2008	82/2008	Pradyut Bhattacharya	Dhirendra Nath Samadder	81	1.162	Sali	Book-I, Volume No. 01, at Pages 1077-1094	Additional District Sub-Registrar, Kadambagachi
6.	11/07/1996	5492/1996	Bhanu Chandra Das	Dhirendra Nath Samadder	109	07.00	Sali	Book-I, Volume No. 99, at Pages 164-173	District Registrar, Barasat
7.	11/07/1996	5492/1996	Bhanu Chandra Das	Dhirendra Nath Samadder	110	08.00	Sali	Book-I, Volume No. 99, at Pages 164-173	District Registrar, Barasat
8.	11/07/1996	5492/1996	Bhanu Chandra Das	Dhirendra Nath Samadder	111	10.00	Sali	Book-I, Volume No. 99, at Pages 164-173	District Registrar, Barasat

9.	08/12 /1997	1292/19 98	Nanda Dulal Ghosh & Others	Dhirendra Nath Samadder	108	25.00	Sali	Book-I, Volume No. 20, at Pages 299- 310	Additional District Sub- Registrar, Kadambagachi
10.	08/12 /1997	1292/19 98	Nanda Dulal Ghosh & Others	Dhirendra Nath Samadder	114	11.00	Sali	Book-I, Volume No. 20, at Pages 299- 310	Additional District Sub- Registrar, Kadambagachi
11.	08/08 /2007	14094/2 011	Ashraf Ali Mondal	Dhirendra Nath Samadder And Lakshmi Rani Samaddar	98	16.00	Sali	Book-I, Volume No. 47, at Pages 1513- 1525	District Sub- Registrar-II, North 24 Parganas
12.	08/08 /2007	14094/2 011	Ashraf Ali Mondal	Dhirendra Nath Samadder And Lakshmi Rani Samaddar	99	17.00	Sali	Book-I, Volume No. 47, at Pages 1513- 1525	District Sub- Registrar-II, North 24 Parganas
13.	19/08 /2013	2278/20 13	Tarulata Ghosh & Others	Lakshmi Rani Samaddar	100	4.50	Sali	Book-I, Volume No. 08, at Pages 3105- 3122	Additional District Sub- Registrar, Kadambagachi
14.	19/08 /2013	2278/20 13	Tarulata Ghosh & Others	Lakshmi Rani Samaddar	115	2.571	Sali	Book-I, Volume No. 08, at Pages 3105- 3122	Additional District Sub- Registrar, Kadambagachi
15.	08/06 /2011	2168/20 11	Sk. Akher Ali & Others	Lakshmi Rani Samaddar	100	7.50	Sali	Book-I, Volume No. 08, at Pages 1322- 1349	Additional District Sub- Registrar, Kadambagachi
16.	08/06 /2011	2168/20 11	Sk. Akher Ali & Others	Lakshmi Rani Samaddar	101	6.00	Sali	Book-I, Volume No. 08, at Pages 1322- 1349	Additional District Sub- Registrar, Kadambagachi
17.	08/06 /2011	2168/20 11	Sk. Akher Ali & Others	Lakshmi Rani Samaddar	104	17.00	Sali	Book-I, Volume No. 08, at Pages 1322- 1349	Additional District Sub- Registrar, Kadambagachi
18.	08/06 /2011	2168/20 11	Sk. Akher Ali & Others	Lakshmi Rani Samaddar	106	8.00	Sali	Book-I, Volume No. 08, at Pages 1322- 1349	Additional District Sub- Registrar, Kadambagachi
19.	08/06	2168/20	Sk.	Lakshmi	107	7.00	Sali	Book-I,	Additional

	/2011	11	Akher Ali & Others	Rani Samaddar				Volume No. 08, at Pages 1322-1349	District Sub-Registrar, Kadambagachi
20.	02/08/2006	6623/2011	Lakshmi Rani Ghosh	Lakshmi Rani Samaddar and Putul Ganguly	81	1.135	Sali	Book-I, Volume No. 22, at Pages 668-681	District Sub-Registrar-II, North 24 Parganas
21.	26/02/2007	1748/2007	Pradyut Bhattacharya, Mohan Kumar Ray, Pallab KLumar Ghosh, Prabir Kumar Ghosh	Lakshmi Rani Samaddar and Dharendra Nath Samaddar	81	5.162	Sali	Book-I, Volume No. 2, at Pages 9307-9321	District Sub-Registrar-II, North 24 Parganas
22.	02/08/2006	6621/2011	Lakshmi Rani Ghosh and Jharna Rani Ghosh	Dhirendra Nath Samaddar	81	5.229	Sali	Book-I, Volume No. 22, at Pages 636-649	District Sub-Registrar-II, North 24 Parganas
23.	19/06/2015	151901041/2015	Putul Ganguly and Others	Prabir Dey	122	6.40	Sali	Book-I, Volume No. 1519-2015, at Pages 6962-6982	Additional District Sub-Registrar, Kadambagachi
24.	19/06/2015	151901041/2015	Putul Ganguly and Others	Sarmistha Dey	108	11.20	Sali	Book-I, Volume No. 1519-2015, at Pages 6983-7004	Additional District Sub-Registrar, Kadambagachi
25.	19/06/2015	151901041/2015	Putul Ganguly and Others	Lakshmi Rani Samaddar	121	5.60	Sali	Book-I, Volume No. 1519-2015, at Pages 6918-6940	Additional District Sub-Registrar, Kadambagachi
26.	19/06/2015	151901041/2015	Putul Ganguly and Others	Lakshmi Rani Samaddar	120	5.60	Sali	Book-I, Volume No. 1519-2015, at Pages 6962-6982	Additional District Sub-Registrar, Kadambagachi
27.	19/06/2015	151901045/2015	Putul Ganguly and	Rajib Samaddar	123	5.60	Sali	Book-I, Volume No. 1519-	Additional District Sub-Registrar,

			Others					2015, at Pages 6872-6892	Kadambagachi
28.	19/06/2015	1519010/45/2015	Putul Ganguly and Others	Rajib Samaddar	118	3.20	Sali	Book-I, Volume No. 1519-2015, at Pages 6872-6892	Additional District Sub-Registrar, Kadambagachi
29.	19/06/2015	1519010/42/2015	Putul Ganguly and Others	Sanjib Samaddar	119	4.00	Sali	Book-I, Volume No. 1519-2015, at Pages 6941-6861	Additional District Sub-Registrar, Kadambagachi
30.	19/06/2015	1519010/45/2015	Putul Ganguly and Others	Rajib Samaddar	117	3.20	Sali	Book-I, Volume No. 1519-2015, at Pages 6872-6892	Additional District Sub-Registrar, Kadambagachi
31.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	122	1.60	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
32.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	123	1.40	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
33.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	118	0.80	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
34.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	119	1.00	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
35.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	117	0.80	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
36.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	120	1.40	Sali	Book-I, Volume No. 1519-2015, at	Additional District Sub-Registrar, Kadambagachi

								Pages 7316-7338	
37.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	121	1.40	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
38.	19/06/2015	1519010/37/2015	Kairabi Ganguly	Dhirendra Nath Samaddar	108	2.80	Sali	Book-I, Volume No. 1519-2015, at Pages 7316-7338	Additional District Sub-Registrar, Kadambagachi
39.	19/06/2015	1519010/48/2015 (PARTITION DEED)	Putul Ganguly	Lakshmi Rani Samaddar	80/845	0.37	Sali	Book-I, Volume No. 1519-2015, at Pages 7290-7315	Additional District Sub-Registrar, Kadambagachi
40.	19/06/2015	1519010/48/2015 (PARTITION DEED)	Putul Ganguly	Lakshmi Rani Samaddar	80-	8.63	Sali	Book-I, Volume No. 1519-2015, at Pages 7290-7315	Additional District Sub-Registrar, Kadambagachi
41.	08/10/2010	2644/2013	Narayan Ganesh Mondal	Lakshmi Rani Samaddar	102	09.00	Sali	Book-I, Volume No. 09, at Pages 4233-4248	Additional District Sub-Registrar, Kadambagachi
42.	26/06/2015	1519010/73/2015	Asit Naskar	Lakshmi Rani Samaddar	102	06.00	Sali	Book-I, Volume No. 1519-2015, at Pages 7686-7704	Additional District Sub-Registrar, Kadambagachi
TOTAL LAND: (IN DECIMAL)						306.00			

- In the above mentioned manner as tabulated hereinabove, (1) Sri Dhirendra Nath Samadder (2) Smt. Lakshmi Rani Samadder (3) Sri Rajib Samadder (4) Sri Sanjib Samadder (5) Smt. Sarmistha Dey and (6) Sri Prabir Dey (the Vendors herein) became the joint and absolute Vendors of **ALL THAT** piece and parcel of Sali (agricultural) land measuring 306 (three hundred and six) decimal, more or less, equivalent to 9 (nine) bighas 05 (five) cottahs 07 (seven) chittack and 12.24 (twelve point two four) square feet, more or less, comprised in R.S./L.R. Dag Nos. 98, 99, 102, 101, 100, 103, 104, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 80, 81 and 80/845, recorded in L.R. Khatian Nos. 2450, 4000, 1277, 2218, 1905, 482, 1448, 1304, 448, 1272, 679, 5029, 5030 and 5032, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, now known and numbered as Municipal Holding No. N/68 Sastrijee Road (previously Municipal Holding Nos. N/67, N/68, N/69, N/72, N/71 and N/70 Sastrije Road), Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "First Property").
- The said (1) Sri Dhirendra Nath Samadder (2) Smt. Lakshmi Rani Samadder (3) Sri Rajib Samadder (4) Sri Sanjib Samadder (5) Smt. Sarmistha Dey and (6) Sri Prabir Dey (the Vendors

herein) hereinafter entered into a Development Agreement dated 01st July 2015 registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2015, at Pages 9764 to 9836, being No. 151901153 for the year 2015, with Magnolia Infrastructure Development Limited (the Developer herein) for developing and constructing inter alia the First Property with an understanding to share the revenue receivables out of the total constructed area in the proposed project in the First Property by selling the units constructed therein in the ratio of 30%:70% for the Vendors and the Developer respectively.

4. In terms of the aforesaid Development Agreement, the said (1) Sri Dharendra Nath Samadder (2) Smt. Lakshmi Rani Samadder (3) Sri Rajib Samaddar (4) Sri Sanjib Samadder (5) Smt. Sarmistha Dey and (6) Sri Prabir Dey (the Vendors herein) executed a Development Power of Attorney after registration of Development Agreement dated 12th September 2015 registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2015, at Pages 18496 to 18541, being No. 151901639 for the year 2015, wherein exclusive powers and authorities were given by the said Vendors to and in favour of Sri Vivek Poddar, as Director of Magnolia Infrastructure Development Limited (the Developer herein) for construction and development of a residential housing project in the land of the First Property and doing all acts, things needful for the purpose of the same.

II. Ownership of Second Property:

1. Mosammat Raziya Bibi, wife of Mohammad Ashraf Ali by way of a Deed of Sale in Bengali language (kobala) dated 04th February 2016 registered in the office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2016, at Pages 5088 to 5120, being No. 151900226 for the year 2016, sold, conveyed and transferred in favour of Sri Dharendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 9.25 (nine point two five) decimal, more or less, [out of total land measuring 37 (thirty-seven) decimal, more or less], being part of R.S./L.R. Dag No. 129, recorded in R.S. Khatian No. 984, corresponding to L.R. Khatian No. 4780, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's First Land").
2. Mosammat Hamida Bibi, wife of Mohammad Rashid Ali by way of a Deed of Sale in Bengali language (kobala) dated 04th February 2016 registered in the office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2016, at Pages 5103 to 5117, being No. 151900227 for the year 2016, sold, conveyed and transferred in favour of Sri Dharendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 9.25 (nine point two five) decimal, more or less, [out of total land measuring 37 (thirty-seven) decimal, more or less], being part of R.S./L.R. Dag No. 129, recorded in R.S. Khatian No. 984, corresponding to L.R. Khatian No. 4779, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's Second Land").
3. (1) Gitadevi Shaw, wife of Sri Ramnarayan Shaw (2) Smt. Sabita Shaw, wife of Suro Shaw alias Suresh Shaw and (3) Sri Sunil Shaw, son of Sri Debarek Shaw, by way of a Deed of Sale in Bengali language (kobala) dated 05th October 2016 registered in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1525-2016, at Pages 203964 to 203993, being No. 152508817 for the year 2016, sold, conveyed and transferred in favour of Sri Dharendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 06.75 (six point seven five) decimal, more or less, [out of total land measuring 18 (eighteen) decimal, more or less], being part of R.S./L.R. Dag No. 112, recorded in R.S. Khatian No. 183, corresponding to L.R. Khatian No. 343, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat

Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's Third Land").

4. (1) Sri Ranajit Shaw alias Ranajit Kumar Shaw (2) Sri Sanjib Shaw (3) Sri Pappu Shaw and (4) Sri Pawan Shaw, all sons of Late Bharat Shaw, by way of a Deed of Sale in Bengali language (kobala) dated 05th October 2016 registered in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1525-2016, at Pages 206142 to 206172, being No. 152508861 for the year 2016, sold, conveyed and transferred in favour of Sri Dhirendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 09 (nine) decimal, more or less, [out of total land measuring 18 (eighteen) decimal, more or less], being part of R.S./L.R. Dag No. 112, recorded in R.S. Khatian No. 183, corresponding to L.R. Khatian No. 343, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's Fourth Land").
5. Sri Bijandar Shaw, son of Late Narayan Shaw and Smt. Anita Devi, wife of Sri Modi by way of a Deed of Sale in Bengali language (kobala) dated 05th December 2016 registered in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1525-2016, at Pages 228196 to 228220, being No. 152509849 for the year 2016, sold, conveyed and transferred in favour of Sri Dhirendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 2.25 (two point two five) decimal, more or less, [out of total land measuring 18 (eighteen) decimal, more or less], being part of R.S./L.R. Dag No. 112, recorded in R.S. Khatian No. 183, corresponding to L.R. Khatian No. 343, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's Fifth Land").
6. (1) Sri Kenaram Naskar (2) Sri Chanchal Naskar (3) Sri Ashit Naskar, all sons of Late Raghunath Naskar and (4) Smt. Parul Naskar, wife of Late Raghunath Naskar, by way of a Deed of Sale in Bengali language (kobala) dated 09th December 2016 registered in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1525-2016, at Pages 228410 to 228439, being No. 152509967 for the year 2016, sold, conveyed and transferred in favour of Sri Dhirendra Nath Samadder, son of Late Bilash Chandra Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 25 (twenty-five) decimal, more or less, [out of total land measuring 50 (fifty) decimal, more or less], being part of R.S./L.R. Dag No. 97, recorded in C.S. Khatian No. 350, corresponding to R.S. Khatian No. 984, corresponding to L.R. Khatian No. 1513, Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Dhirendra's Sixth Land").
7. The Dhirendra's First Land, Dhirendra's Second Land, Dhirendra's Third Land, Dhirendra's Fourth Land, Dhirendra's Fifth Land and Dhirendra's Sixth Land, are hereinafter collectively referred as "Dhirendra's Land". The said Sri Dhirendra Nath Samadder got his name mutated in the records of the Block Land & Land Reforms Office at Barasat in respect of inter alia Dhirendra's land vide L.R. Khatian No. 2450.
8. (1) Zinnat Ali (2) Sheikh Alauddin (3) Nabab Ali (4) Ayub Ali, all sons of Late Aahad Baux Mondal (5) Chaffura Bibi, wife of Late Aahad Baux Mondal (6) Arjina Khatun alias Arjina Bibi, wife of Jamir Hussain (7) Ashura Bibi, wife of Rahmat Ali (8) Sehran Bibi alias Mahran Bibi, wife of Late Mohammad Ali (9) Rafiq Molla (10) Safiq Molla (11) Sharif Molla (12) Mohammad Arif Molla, all sons of Late Sukur Ali Molla (13) Anjura Khatun, wife of Late Sukur Ali Molla and (14) Sri Shyamapada Mondal, son of Late Maheshwar Mondal, who has been represented by his lawfully constituted attorney Sri Dhirendra Nath Samadder, son of Late Bilash Chandra Samadder, by way of a Deed of Sale in Bengali language (kobala) dated 03rd June 2016 registered

in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1519-2016, at Pages 23140 to 23177, being No. 151901072 for the year 2016, sold, conveyed and transferred in favour of Smt. Lakshmi Rani Samadder, wife of Sri Dharendra Nath Samadder, **ALL THAT** (1) piece and parcel of Sali (agricultural) land measuring 12 (twelve) decimal, more or less, comprised in R.S./L.R. Dag No. 105, recorded under L.R. Khatian Nos. 291, 684, 247, 1696, 300, 1981, 175, 277, 1294 and 1383 and (2) piece and parcel of Sali (agricultural) land measuring 0.88 (zero point eight eight) decimal, more or less, equivalent to 383.64 (three hundred and eighty three point six four) square feet, more or less [out of total land measuring 08 (eight) decimal, more or less], being part of R.S./L.R. Dag No. 101, recorded in L.R. Khatian No. 1811, both aggregating to land measuring 12.88 (twelve point eight eight) decimal, more or less, Mouza Paschim Ichchapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Lakshmi's First Land").

9. (1) Saukat Ali (2) Abdul Ali, both sons of Late Mokshed Ali (3) Mahadeb Mondal, son of Late Tarapada Mondal (4) Smt. Durga Mondal, wife of Late Tarapada Mondal (5) Smt. Debala Naskar alias Devi Naskar, wife of Sri Babul Monadal (6) Smt. Mongola Mondal, wife of Suren Mondal (7) Smt. Jayapati Mondal, wife of Sri Prasanta Mondal and (8) Sri Kalipada Mondal, son of Late Maheshwar Mondal, all are represented by their lawfully constituted attorney Sri Dharendra Nath Samadder, son of Late Bilash Chandra Samadder, by way of a Deed of Sale in Bengali language (kobala) dated 16th September 2016 registered in the office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2016, at Pages 35071 to 35092, being No. 151901638 for the year 2016, sold, conveyed and transferred in favour of Smt. Lakshmi Rani Samadder, wife of Sri Dharendra Nath Samadder, **ALL THAT** (1) piece and parcel of Sali (agricultural) land measuring 8.0938 (eight point zero nine three eight) decimal, more or less, [out of total land measuring 37 (thirty-seven) decimal, more or less], comprised in R.S./L.R. Dag No. 129, recorded under L.R. Khatian No. 1453 and (2) piece and parcel of Sali (agricultural) land measuring 1.76 (one point seven six) decimal, more or less, [out of total land measuring 08 (eight) decimal, more or less], being part of R.S./L.R. Dag No. 101, recorded in L.R. Khatian Nos. 773 and 454, both aggregating to land measuring 9.8538 (nine point eight five three eight) decimal, more or less, Mouza Paschim Ichchapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Lakshmi's Second Land").
10. (1) Ketaman Bibi, wife of Late Makshed Ali (2) Samsul Ali Mondal (3) Rafiq Ali, both sons of Late Mokshed Ali, all are represented by their lawfully constituted attorney Sri Dharendra Nath Samadder, son of Late Bilash Chandra Samadder, by way of a Deed of Sale in Bengali language (kobala) dated 16th September 2016 registered in the office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2016, at Pages 35054 to 35070, being No. 151901639 for the year 2016, sold, conveyed and transferred in favour of Smt. Lakshmi Rani Samadder, wife of Sri Dharendra Nath Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 10.406 (ten point four zero six) decimal, more or less, [out of total land measuring 37 (thirty-seven) decimal, more or less], being part of R.S./L.R. Dag No. 129, recorded in L.R. Khatian No. 1453, Mouza Paschim Ichchapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Lakshmi's Third Land").
11. Sri Amit Naskar, son of Sri Ashit Naskar, by way of a Deed of Sale in Bengali language (kobala) dated 08th November 2017 registered in the office of the District Sub-Registrar-III, North 24 Parganas and recorded in Book-I, Volume No. 1525-2017, at Pages 228899 to 228924, being No. 152509916 for the year 2017, sold, conveyed and transferred in favour of Smt. Lakshmi Rani Samadder, wife of Sri Dharendra Nath Samadder, **ALL THAT** piece and parcel of Sali (agricultural) land measuring 03 (three) decimal, more or less, [out of total land measuring 18

- (eighteen) decimal, more or less], being part of R.S./L.R. Dag No. 102, recorded in R.S. Khatian Nos. 541 and 542, corresponding to L.R. Khatian No. 1869, Mouza Paschim Ichchapur, J.L. No. 29, Re.Sa. No. 202, Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Lakshmi's Fourth Land").
12. The Lakshmi's First Land, Lakshmi's Second Land, Lakshmi's Third Land and Lakshmi's Fourth Land, are hereinafter collectively referred as "Lakshmi's Land".
 13. In the circumstances above, the said (1) Sri Dharendra Nath Samadder and (2) Smt. Lakshmi Rani Samadder became the joint and absolute Vendors of Dharendra's Land and Lakshmi's Land respectively i.e. ALL THAT piece and parcel of Sali (agricultural) land measuring 97.6398 (ninety-seven point six three nine eight) decimal, more or less, equivalent to 2 (two) bighas 19 (nineteen) cottahs 2 (two) chittack and 36.43 (thirty-six point four three) square feet, more or less, comprised in R.S./L.R. Dag Nos. 129, 112, 97, 105, 101 and 102, recorded in R.S. Khatian Nos. 984, 183, 541 and 542, corresponding to L.R. Khatian Nos. 4780, 4779, 343, 1513, 291, 684, 247, 1696, 300, 1981, 175, 277, 1294, 1383, 1453, 773, 454, 1453 and 1869, Mouza Paschim Ichchapur, J.L. No. 29, Re.Sa. No. 202, now known and numbered as Municipal Holding No. N/68 Sastrijee Road (previously Municipal Holding Nos. N/67, N/68, N/69, N/72, N/71 and N/70 Sastrije Road), Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Second Property").
 14. The said (1) Sri Dharendra Nath Samadder and (2) Smt. Lakshmi Rani Samadder (being the Vendor Nos. 1 and 2 herein) entered into a Development Agreement dated 19th November 2018 registered in the office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2018, at Pages 80116 to 80163, being No. 151903189 for the year 2018, with Magnolia Infrastructure Development Limited (the Developer herein) for developing and constructing inter alia the Second Property with an understanding to share the revenue receivables out of the total constructed area in the proposed project in the Second Property by selling the units constructed therein in the ratio of 30%:70% for the Vendors and the Developer respectively.
 15. In terms of the aforesaid Development Agreement, the said (1) Sri Dharendra Nath Samadder and (2) Smt. Lakshmi Rani Samadder (being the Vendor Nos. 1 and 2 herein) executed a Development Power of Attorney after registration of Development Agreement dated 19th November 2018 registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2015, at Pages 80220 to 80243, being No. 151903193 for the year 2018, wherein exclusive powers and authorities were given by the said Vendors to and in favour of Sri Vivek Poddar, as Director of Magnolia Infrastructure Development Limited (the Developer herein) for construction and development of a residential housing project in the land of the Second Property and doing all acts, things needful for the purpose of the same.
 16. The Developer pursuant acquiring developmental rights in respect of the First Property and the Second Property by way of the aforesaid Development Agreements dated 01st July 2015 and 19th November 2018 and the Power of Attorney dated 12th September 2015 and 19th November 2018 in respect of the First Property and the Second Property respectively intended to integrate the land parcels of the First Property and the Second Property, the same being adjacent and contiguous and construct a residential housing complex thereon as an integrated development as the project thereon. i.e. ALL THAT (1) piece and parcel of Sali (agricultural) land measuring 306 (three hundred and six) decimal, more or less, equivalent to 9 (nine) bighas 05 (five) cottahs 07 (seven) chittack and 12.24 (twelve point two four) square feet, more or less, comprised in R.S./L.R. Dag Nos. 98, 99, 102, 101, 100, 103, 104, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 80, 81, 80/845, recorded in L.R. Khatian Nos. 2450, 4000, 1277, 2218, 1905, 482, 1448, 1304, 448, 1272, 679, 5029, 5030, 5032 and 4000 and (2) piece and parcel of Sali (agricultural) land

measuring 97.6398 (ninety-seven point six three nine eight) decimal, more or less, equivalent to 2 (two) bighas 19 (nineteen) cottahs 2 (two) chittack and 36.43 (thirty-six point four three) square feet, more or less, comprised in R.S./L.R. Dag Nos. 129, 112, 97, 105, 101 and 102, recorded in R.S. Khatian Nos. 984, 183, 541 and 542, corresponding to L.R. Khatian Nos. 4780, 4779, 343, 1513, 291, 684, 247, 1696, 300, 1981, 175, 277, 1294, 1383, 1453, 773, 454, 1453, 2450, 6834, 6328, 6327, 6330, 6329, 7065, 6848, both aggregating to land measuring 403.6398 (four hundred and three point six three nine eight) decimal, more or less, [equivalent to 12 (twelve) bighas 4 (four) cottahs 10 (ten) chittacks and 3.74 (three point seven four) square feet, more or less], Mouza Paschim Ichapur, J.L. No. 29, Re.Sa. No. 202, now known and numbered as Municipal Holding No. N/68 Sastrijee Road (previously Municipal Holding Nos. N/67, N/68, N/69, N/72, N/71 and N/70 Sastrijee Road), Police Station Barasat, within the limits of Ward No. 34 of Barasat Municipality, Sub-Registration District Kadambagachi, District North 24 Parganas (hereinafter referred as "Schedule Property"), morefully described in the Schedule hereunder.

17. The said (1) Sri Dhirendra Nath Samadder (2) Smt. Lakshmi Rani Samadder (3) Sri Rajib Samaddar (4) Sri Sanjib Samadder (5) Smt. Sarmistha Dey and (6) Sri Prabir Dey (the Vendors herein) recorded their respective names under ward No.34 of the Barasat Municipality vide Municipal Holding Nos. N/67, N/68, N/69, N/72, N/71 and N/70 Sastrijee Road, which later got amalgamated by the office of the Municipal Councillors of Barasat vide a Letter bearing Memo No. A/Aml-BM/123/2018-19 and came to be known as Municipal Holding No. N/68, Sastrijee Road in respect of the Schedule Property.
18. The said (1) Sri Dhirendra Nath Samadder (2) Smt. Lakshmi Rani Samadder (3) Sri Rajib Samaddar (4) Sri Sanjib Samadder (5) Smt. Sarmistha Dey and (6) Sri Prabir Dey (the Vendors herein) thereafter applied for conversion of the existing classification of land in inter alia the Schedule Property from Sali (agricultural) to Housing complex for the purpose of raising and constructing the proposed residential project in the Schedule Property under Section 4C of the West Bengal Land Reforms Act 1955. On receipt of such application from the Vendors, the Office of the Additional District Magistrate and the District Land and Land Reforms Officer, Barasat, North 24 Parganas by way of sanction letters vide (1) Memo No. L-13011(11)/142016-DL&LRO/130589 dated 28/04/2016 against Conversion Case No. C-318/2016 to C-329/2016 (2) Memo No. S-24/Conv.186/17/35/SDL-BST/2017 dated 03/01/2018 against Conversion Case No. 186/17/SDL-BST/Bst-1 (3) Memo No. S-24/Conv.185/17/34/SDL-BST/2017 dated 03/01/2018 against Conversion Case No. 186/17/SDL-BST/Bst-1 (4) Memo No. S-24/Conv.138/18/3071/1(3)/SDL-BST/2018 dated 27/09/2018 against Conversion Case No. 138/18/SDL-BST/Bst-1 and (5) Memo No. S-24/Conv.139/18/3072/1(3)/SDL-BST/2018 dated 27/09/2018 against Conversion Case No. 139/18/SDL-BST/Bst-1 (hereinafter referred as "Said Conversion").
19. In the aforesaid circumstance, pursuant to the Said Conversion of the Schedule Property by the Vendors, the Developer has commenced construction of the 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 Nakshatra-Phase-II" (hereinafter referred as the "Project").
20. Now, the Purchasers herein has approached the 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 REFERRED TO

(PART - I)

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, any staffs, 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) Fire fighting system in the Said Building/Said Project.
- O) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plant, if any.
- P) AC Community Hall with Toilets and Cooking Area.
- Q) AC Gymnasium with equipments and accessories.
- R) Swimming Pool will be constructed irrespective of construction of different phases to be use in common by all the intending purchasers.
- S) Indoor Games Room with equipments and accessories.
- T) Landscaped Garden.
- U) Top Roof of the Said Building for common use.
- V) Closed Circuit Camera/T.V. at the ground floor level, with Central Security Surveillance.

(PART - II)**(Specifications, Amenities and Facilities)**

FOUNDATION		RCC Foundation
WALLS		Bricks Masonry
ROOMS	FLOOR	Vitrified tiles in living/dining area and bedrooms
	WALL	Plaster of Paris Finish
KITCHEN	FLOOR	Ceramic Tiles
	COUNTER	Black Kota Counter Top
	SINK	Stainless Steel Sink
	DADO	Ceramic tiles (2 ft. above counter)
TOILET	FLOOR	Ceramic Tiles
	DADO	Glazed Tiles
	W.C.	European type of Jaquar/Parry ware/similar reputed brand
	WASH BASIN	Jaquar/Parry ware/similar reputed brand
FITTINGS C.P.	DOOR FRAME	Wooden Frame
	SHUTTER	Flush Door
	WINDOW	Sliding Aluminium Anodized
ELECTRICAL	WIRING	Concealed Copper Wiring
	POWER SUPPLY	Through WBSEB Network
	GENERATOR	Power backup - 24x7
	LIFT	Reputed brand
FINISHING	STAIRCASE/LOBBY	Spacious Staircase, elegant lobby & floor corridors with good quality marble/tiles/kotastone.
	WATER SUPPLY	24 x 7 Captive Water Supply

AMENITIES & FACILITIES

- Badminton court
- Mini Football cum Cricket Ground
- Fully Equipped Gymnasium
- Separate Indoor Games Room
- Community Hall
- Landscape Garden
- Children's Play area
- 24 hours water supply
- 24 hours Generator back-up
- 24 hours Security Service
- Well Lit Internal Roads
- Water Treatment Plant

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 super built-up area of _____ square feet, more or less, in the Block no. _____, within the residential housing complex/project named "MAGNOLIA NAKSHATRA (PHASE-II)" 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)

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

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Stipulations)

The Purchasers and the other co-owners shall allow each other, the Vendor, 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 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 Vendors 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.

Magnolia Infrastructure Development Ltd.

Director

IN WITNESS WHERE OF Parties hereinabove named have set the irrespctive hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

DHIRENDRA NATH SAMADDER
for self and as Constituted Attorney of Vendors' nos. 2 to 6
[VENDORS]

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Magnolia Infrastructure Development Ltd.

Director

Director, **SRI VIVEK PODDAR**
[DEVELOPER]

[PURCHASERS]

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 and Parking Space described in Fourth Schedule above, in the following manner:

Mode	Date	Bank	Amount

Magnolia Infrastructure Development Limited
Magnolia Infrastructure Development Ltd.

Director

[Developer]

LAYOUT PLAN OF
FLAT NO. _____ ON THE _____ FLOOR IN BLOCK NO. _____
ADMEASURING ABOUT _____ SQ. FT. SUPER BUILT-UP AREA APPROX.

DHIRENDRA NATH SAMADDER
for self and as Constituted Attorney of Vendors' nos. 2 to 6
[VENDORS]

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Magnolia Infrastructure Development Ltd.

Director

Director, **SRI VIVEK PODDAR**
[DEVELOPER]

[PURCHASERS]

DATED THIS THE _____ DAY OF _____, 20__

BETWEEN

(i) SHRI DHIRENDRA NATH SAMADDER, (ii) SMT. LAKSHMI RANI SAMADDER, (iii) SHRI RAJIB SAMADDAR, (iv) SHRI SANJIB SAMADDER, (v) SMT. SARMISTHA DEY, (vi) SHRI PRABIR DEY
... VENDOR

AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED
... DEVELOPER

AND

MR.
MRS.
... PURCHASERS

CONVEYANCE

FLAT NO., FLOOR, BLOCK NO.,
ONE _____ CAR PARKING SPACE

AT
MAGNOLIA NAKSHATRA (PHASE-II)

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