

**DEED OF CONVEYANCE**

This DEED OF CONVEYANCE ("**Conveyance**") executed on this  
\_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_.

**BY AND BETWEEN**

Magnolia Infrastructure Development Ltd.

Director

**SRI AJAY KUMAR GUPTA** (PAN AHFPG0320D), (AADHAAR No. 2293 8499 5938), son of Late Satish Kumar Gupta, by faith Hindu, by nationality Indian, by occupation Business, residing at Block 3, Flat No. 7B, Avani Oxford, Police Station Lake Town, Post Office Bangur Avenue, Kolkata 700055, District North 24 Parganas, hereinafter referred to as the "**VENDOR**", (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his 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 15.11.2022, registered in the Office of the A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2022, at Pages 513468 to 513493, being No. 190310823 for the year 2022.

**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 Owner is 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 29.09.2022 registered in the Office of A.R.A. – III, Kolkata, West Bengal and recorded in Book - I, Volume No. 1903-2022, at Pages 473256 to 473326, being Deed No. 190309661 for the year 2022 (hereinafter referred as the "**Said Development Agreement**") with the said Owner herein 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 VISHNUPRIYA**" (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 Vendor granted a Development Power of Attorney dated 15.11.2022 registered in the Office of the A.R.A. – III, Kolkata, West Bengal and recorded in Book - I,

Volume No. 1903-2022, at Pages 513468 to 513493, being No. 190310823 for the year 2022 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** by an official letter dated 16th June 2022 issued by the Office of the Additional District Magistrate & District Land and Land Reforms Officer at South 24 Parganas granted conversion of classification of land to "*Bahutal Abason*" in respect of the Said Land in favour of the said Owner (hereinafter referred as "**Said Conversion**").
- 1.7 **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**").
- 1.8 **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 Serial No. \_\_\_\_\_, dated \_\_\_\_\_ issued by the \_\_\_\_\_ (hereinafter referred as the "**SAID PLAN**").
- 1.9 **WHEREAS** The Promoter has registered the **MAGNOLIA VISHNUPRIYA** as a "Real Estate Project" under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata being Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

- 1.10 **WHEREAS** the Promoter in corroboration of the Said Plan constructed 5 (five) nos. of buildings/blocks therein at the Said Land, morefully described in the **FIRST SCHEDULE** hereunder, being known as Block Nos. 1, 2, 3, 4, 5, and 6 total of 113 (one hundred and thirteen) nos. of self-contained independent flats/apartments therein along with Open Car Parking Spaces, all forming the said Project named "**MAGNOLIA VISHNUPRIYA**" at the portion of the Said Land.
- 1.11 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 \_\_\_\_\_.
- 1.12 **WHEREAS** the Purchasers have applied for allotment of an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and have been allotted **ALL THAT** Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, measuring a carpet area of \_\_\_\_ square feet, more or less, corresponding to built-up area of \_\_\_\_\_ square feet, more or less, in the Block 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 VISHNUPRIYA**", 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.
- 1.13 **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.
- 1.14 **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.
- 1.15 **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.

- 1.16 **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.
- 1.17 **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, built-up area of \_\_\_\_\_ square feet, more or less, corresponding to super built-up area of \_\_\_\_\_ square feet, more or less, in the Block no. \_\_\_\_\_, along with \_\_\_\_\_ (\_\_\_\_\_) right to use medium size \_\_\_\_\_ car parking space, admeasuring an area about \_\_\_\_\_ square feet, more or less, within the residential housing complex/project named "**MAGNOLIA VISHNUPRIYA**", **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 \_\_\_\_\_ 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 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 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 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 saleable Area of the Apartment bears to the total saleable 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 saleable area of the Apartment bears to the total saleable 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 **(1)** measuring **06** (six) decimal in R.S. Dag No. 10340 **(2)** measuring **06** (six) decimal in R.S. Dag No. 10341, **(3)** measuring **11.48** (eleven point four eight) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342 **(4)** measuring **08** (eight) decimal in R.S. Dag No. 10343, **(5)** measuring **15.80** (fifteen point eight zero) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, **(6)** measuring **34.65** (thirty four point six five) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, **(7)** measuring **13.16** (thirteen point one six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, **(8)** measuring **38** (thirty eight) decimal in R.S. Dag No. 10357, **(9)** measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, **(10)** measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, **(11)** measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, **(12)** measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, **(13)** measuring **22** (twenty two) decimal in R.S. Dag No. 10368, **(14)** measuring **37** (thirty seven) decimal, in R.S. Dag No. 10369, **(15)** measuring **22** (twenty two) decimal in R.S. Dag No. 10370, **(16)** measuring **23.75** (twenty three point seven five) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, **(17)** measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372 and **(18)** measuring **58.38** (fifty eight point three eight) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, aggregating to **335.72 (three thirty five point seven two) decimal, TOGETHER WITH** 5 (five) nos. of G+II storeyed residential buildings, being known as Block Nos. 1, 2, 3, 4, 5, and 6 forming a housing project named "**MAGNOLIA VISHNUPRIYA**" constructed thereon, appertaining to R.S. Khatian no. 1332, 1451, 1717, 2030, 2031, 4613, 4614, 4615 and 8503, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, within the limits of Madarat Gram Panchayet, Pin: 700144, District South 24 Parganas, West Bengal and butted and bounded as under:

ON THE NORTH	: By	R.S. DAG NO. 13064, 10375, 10374, 10386, 10387
ON THE EAST	: By	PANCHAYAT ROAD PART OF R.S. DAG NO. 10371, 10372, 10373
ON THE SOUTH	: By	R.S. DAG NO. 10344, 10358
ON THE WEST	: By	PART OF R.S. DAG NO. 10355, 10358, 10366

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

1. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2369 to 2378, being Deed No. 07036 for the year 2013, one Sahadev Saha sold, conveyed and transferred **ALL THAT** piece and parcel of land classified as *Danga* measuring **44.87** (forty four point eight seven) decimal out of 93 (ninety three) decimal, be the same a little more or less in R.S. Dag No. 10373, appertaining to R.S. Khatian no. 1451, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.
  
2. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2379 to 2391, being Deed No. 07037 for the year 2013, one Arundhuti Saha sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring **06** (six) decimal in R.S. Dag No. 10340, measuring **5.54** (five point five four) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, appertaining to R.S. Khatian no. 2030, measuring **06** (six) decimal in R.S. Dag No. 10341, appertaining to R.S. Khatian no. **1332**, measuring **10.96** (ten point nine six) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, measuring **02** (two) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 2030 and measuring **5.58** (five point five eight) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 8503, aggregating to **36.08** (thirty six point zero eight) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.
  
3. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2392 to 2403, being Deed No. 07044 for the year 2013, said Arundhuti Saha sold, conveyed and transferred All that piece and parcel of land measuring **15.11** (fifteen point one one) decimal out of 38 (thirty eight) decimal, be the same a little more or less, in R.S. Dag No. 10357 and measuring **29.90** (twenty nine point nine zero) decimal out of 37 (thirty seven), be the same a little more or less, in R.S. Dag No. 10369, appertaining to R.S. Khatian no. 1451, 1717, 2030, 2031 and 8503, aggregating to **45.01** (forty-five point zero one) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, unto and in favour of Sri Ajay Kumar Gupta.

4. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 3, at Pages from 6722 to 6734, being Deed No. 01525 for the year 2014, said Sahadev Saha sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring **12.50** (twelve point five zero) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, measuring **10.77** (ten point seven seven) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1717, measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, measuring **10.77** (ten point seven seven) decimal out of 22 (twenty two decimal), be the same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1451, measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, appertaining to R.S. Khatian no. 4614, measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, appertaining to R.S. Khatian no. 4613, measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, appertaining to R.S. Khatian no. 4615, aggregating to **53.04** (fifty three point zero four) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, unto and in favour of Sri Ajay Kumar Gupta.
  
5. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 03, at Pages from 6711 to 6721, being Deed No. 01524 for the year 2014, said Arundhuti Saha sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring **15.25** (fifteen point two five) decimal out of 31 (thirty one) decimal, in R.S. Dag No. 10355, appertaining to R.S. Khatian no. 1451 and measuring **34.26** (thirty four point two six) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, appertaining to R.S. Khatian no. 1717, aggregating to **49.51** (forty nine point five one) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.
  
6. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 14<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 4, at Pages from 2355 to 2374, being Deed No. 01730 for the year 2014, one Sarupa Ghosh, Rekha Ghosh, Reba Ghosh, Bebi Ghosh, Rabindra Nath Ghosh and Chaya Ghosh sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372, appertaining to R.S. Khatian no. 1332, measuring **13.51** (thirteen point five one) decimal out of 93 (ninety three) decimal, be the same a little more or less,

in R.S. Dag No. 10373, measuring **0.55** (zero point five five) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, appertaining to R.S. Khatian no. 1451, measuring **7.10** (seven point one zero) decimal out of 37 (thirty seven) decimal, be the same a little more or less, in R.S. Dag No. 10369, appertaining to R.S. Khatian no. 8503, 1717, 2030, measuring **22** (twenty two) decimal, in R.S. Dag No. 10370, measuring **18.21** (eighteen point two one) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, *Danga* measuring **22.89** (twenty two point eight nine) decimal out of 38 (thirty eight) decimal, be the same a little more or less, in R.S. Dag No. 10357, appertaining to R.S. Khatian no. 2030, measuring **0.39** (zero point three nine) decimal out of 71 (seventy one) decimal, be the same a little more or less. in R.S. Dag No. 10356, measuring **0.66** (zero point six six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, measuring **0.46** (zero point four six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1717, measuring **0.42** (zero point four two) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 2031 and 8503 and measuring **0.52** (zero point five two) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, appertaining to R.S. Khatian no. 2031, aggregating to **107.21** (one hundred seven point two one) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta, free from all encumbrances.

7. By virtue of above stated five Deeds of Conveyance said Ajay Kumar Gupta became owner of All that piece and parcel of land classified as *Shali* measuring **06** (six) decimal in R.S. Dag No. 10340, measuring **06** (six) decimal in R.S. Dag No. 10341, measuring **11.48** (eleven point four eight) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, measuring **08** (eight) decimal in R.S. Dag No. 10343, measuring **15.80** (fifteen point eight zero) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, measuring **34.65** (thirty four point six five) decimal, out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, measuring **13.16** (thirteen point one six) decimal, out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Danga* measuring **38** (thirty eight) decimal in R.S. Dag No. 10357, measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, measuring **22** (twenty two) decimal in R.S. Dag No. 10368, measuring **37** (thirty seven) decimal, in R.S. Dag No. 10369, measuring **22** (twenty two) decimal in R.S. Dag No. 10370, measuring **23.75** (twenty three point seven five) decimal out of 33 (thirty three) decimal, be the same

a little more or less, in R.S. Dag No. 10371, measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372 and measuring **58.38** (fifty eight point three eight) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, aggregating to **335.72** (three thirty five point seven two) decimal, appertaining to R.S. Khatian nos. 1332, 1451, 1717, 2030, 2031, 4613, 4614, 4615 and 8503, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, more fully and particularly described in the **First Schedule** hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(PART – I)**

**COMMON AREA**

ALL THAT THE COMMON AREAS, FACILITIES, AMENITIES AND/OR THE PORTIONS OF THE PROJECT/COMPLEX, EARMARKED/MEANT BY THE PROMOTER FOR BENEFICIAL, COMMON USE AND ENJOYMENT OF THE ALLOTTEE/OTHER ALLOTTEE 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**

ROOMS	FLOOR	Vitrified Tiles
	WALL & CELLING	Wall Putty Finish
KITCHEN	WALL	Tiles upto two feet above counter level
	FLOOR	Vitrified Tiles
	COUNTER	Granite Counter Top
	FITTINGS & FIXTURES	Stainless Sink & Provision for exhaust fan
	CP FITTINGS	Superior quality
	WALL & CELLING	Wall Putty Finish
TOILETS	WALLS	Designer tiles upto door lights
	FLOOR	Anti Skid tiles
	CP FITTINGS	Superior quality
	SANITARYWARE	Superior quality
DOORS & WINDOWS	ENTRANCE DOOR	Decorative flush door shutters
	OTHER DOORS	Wooden door frames with flush door shutters
	WINDOWS	Powder coated aluminium

ELECTRICAL	SWITCHES	Modular of reputed brand with copper wiring
	AC POINTS	AC points in living room and all bedrooms
	TV/TELEPHONE	Living room and master bedroom
	POWER BACK-UP	Chargeable for flats
SAFETY AND SECURITY		Intercom system
		CCTV surveillance system for common areas
		Modern fire fighting and alarm system (as per Government regulations)

### **AMENITIES & FACILITIES**

- Fully Equipped Gym
- Separate Indoor Games
- Children's Play Area
- Badminton Court
- Seniors Sitting
- CCTV
- Water Treatment Plant
- 24hr Water Supply
- Fully Automatic Hi-speed Elevators

### **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, built-up of \_\_\_\_\_ square feet, more or less, in the Block no. \_\_\_\_\_, corresponding to super built-up area of \_\_\_\_\_ square feet, more or less, within the residential housing complex/project named "**MAGNOLIA VISHNUPRIYA**" **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)**

\_\_\_\_\_ Open to sky car parking space, measuring \_\_\_\_\_ square feet, more or less, within the residential housing complex/project named "**MAGNOLIA VISHNUPRIYA**".



**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 irrelative 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 **SRI AJAY KUMAR GUPTA**

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(Being Represented by their true, lawful and Constituted Attorney  
**SRI VIVEK PODDAR**, being the Director of  
Magnolia Infrastructure Development Limited)  
**[VENDOR]**

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

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

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**[PURCHASERS]**

**Witnesses:**

1.

2.

**Drafted By:**

**MEMO OF CONSIDERATION**

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

Project Name, Flat & Block No.	Cheque/TRANSACTION	Dated	Drawn On	Amount
<b>MAGNOLIA FANTASIA, Block</b>				
				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]**

**LAYOUT PLAN OF**  
**FLAT NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR IN BLOCK NO. \_\_\_\_\_**  
**BUILT-UP AREA \_\_\_\_\_ SQ.FT., MORE OR LESS**  
**CORRESPONDING TO SUPER BUILT-UP AREA \_\_\_\_\_ SQ. FT., MORE OR LESS**

For and on Behalf of **SRI AJAY KUMAR GUPTA**

VIVEK PODDAR  
(CONSTITUTED ATTORNEY)

(Being Represented by their true, lawful and Constituted Attorney  
**SRI VIVEK PODDAR**, being the Director of  
Magnolia Infrastructure Development Limited)

**[VENDOR]**

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Magnolia Infrastructure Development Ltd.

Director

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

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**[PURCHASERS]**

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_

**DEED OF CONVEYANCE**

**OF**

**APARTMENT NO. \_\_\_\_\_ ON THE \_\_\_\_\_ FLOOR IN BLOCK \_\_\_\_\_**

**AT**

**"MAGNOLIA VISHNUPRIYA"**

**Address for Correspondence of Magnolia Infrastructure Development Limited**

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

**SUPRIYO BASU LLP  
ROOM NO. 48, GROUND FLOOR  
TEMPLE CHAMBERS  
6, OLD POST OFFICE STREET  
KOLKATA – 700 001**