

DEED OF CONVEYANCE

This DEED OF CONVEYANCE ("**Conveyance**") executed on this _____ day
_____ of 202_____

BY AND BETWEEN

Magnolia Infrastructure Development Ltd.

Director



OMEGA VANIJYA PRIVATE LIMITED, (CIN: U51909WB1996PTC077544), (PAN: AAACO2968E), a company incorporated under the Companies Act, 1956, having its registered office at 12 Shivrath Shatri Sarani, Block-E, New Alipore, Post Office and Police Station: New Alipore, Kolkata-700053, being represented by its true, lawful and 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, Post Office AE Market (Salt Lake City), Police Station Bidhannagar (North), Kolkata-700064, 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 General Power of Attorney dated 26th April 2016 registered in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book-IV, Volume No. 1903-2016, at Pages 101695 to 101717, being Deed No. 190302804 for the year 2016, 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 its successors-in-office and/or permitted assigns) of the **FIRST PART**.

AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED, (CIN: U70200WB2010PLC152199), (PAN-AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office Beliaghata, Police Station: Beliaghata, District South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR**, (PAN: APJPP9042B), (AADHAAR NO: 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**).

(The **"VENDOR"** and **"DEVELOPER"** shall hereinafter, collectively, be referred to as the **"PROMOTERS"**)

AND

(1) _____, (PAN – _____), (Aadhaar no. _____), _____ of _____, by Faith – _____, by Nationality – Indian, by Occupation - _____, residing at _____, Post Office – _____, Police Station – _____, PIN- _____, District – _____, State _____, (2) _____, (PAN – _____), (Aadhaar no. _____), _____ of _____, by Faith – _____, by Nationality – Indian, 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**.

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 one Omega Vanijya Private Limited is the sole and absolute owner in respect of the **SCHEDULE PROPERTY**, morefully described in the **FIRST SCHEDULE** hereunder, which the said Omega Vanijya Private Limited has acquired right, title and interest thereof in the manner contemplated in the "**Devolution of Title**" in respect of the Schedule Property, morefully described in the **SECOND SCHEDULE** hereto.
- 1.2 **WHEREAS** the Promoters may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Schedule Property (hereinafter referred as the "**ADDED AREA**"). The Added Area, as and when purchased from time to time, shall also be developed by the Promoters along with the Schedule Property and the said Added Area, when so developed, shall form part of a common integrated development along with the existing Schedule Property.
- 1.3 **WHEREAS** the Developer has entered into a Joint Development Agreement dated 15th April 2016 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book-I, Volume No. 1904-2016, at Pages 137833 to 137873, being Deed No. 190403614 for the year 2016 (hereinafter referred as the "**Said Development Agreement**") with the said Omega Vanijya Private Limited 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 Sports City**" (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 Omega Vanijya Private Limited granted a General Power of Attorney dated 26th April 2016 registered in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book-IV, Volume No. 1903-2016, at Pages 101695 to 101717, being Deed No. 190302804 for the year 2016 to the Developer 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 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**").
- 1.6 **WHEREAS** by an official letter dated 05TH May 2016 issued by the Office of the District Land and Land Reforms Office, Barasat, North 24 Parganas granted conversion of classification of land to Housing Complex in respect of the Schedule Property in favour of the said Omega Vanijya Private Limited (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 Schedule Property being constructed and the others are to be situated in other parts of the Complex and/or the Project to be built in the different phases of the Complex/Project on the Schedule Property and/or on the Added Areas (if any), all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the purchasers of the said Project/Complex and/or the purchasers of the Project/Complex, in due

course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project/Complex on the Schedule Property and/or the Added Areas as the case may be. The details of the common areas 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 Developer in accordance with the Said Development Agreement, i.e. Joint Development Agreement dated 15th April 2016 read with the Said POA i.e. General Power of Attorney dated 26th April 2016 caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the Complex/Project and got the said plan sanctioned by the competent authority, being Sanction Memo No. 671/1(4)/BKP-II PS dated 03/12/2021 issued by the Barrackpore-II Panchayat Samiti (hereinafter referred as the "**SAID PLAN**").
- 1.9 **WHEREAS** the said Magnolia Infrastructure Development Limited (the Developer herein) has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- 1.10 **WHEREAS** the Developer in corroboration of the Said Plan constructed 03 (three) nos. of Ground plus Seven (G+VII) storeyed residential buildings at the Schedule Property, morefully described in the **FIRST SCHEDULE** hereunder, being known as Block Nos. 13, 14, and 15, consisting of total 98 (ninety-eight) nos. of residential flats and also 57 numbers of covered car parking spaces and 12 numbers of others parking spaces therein, all forming the said Project named "**MAGNOLIA SPORTS CITY**" at the Schedule Property.
- 1.11 The Developer 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**"), within the residential housing complex/project named "**MAGNOLIA SPORTS CITY**" along with _____ number of right to use one medium size _____ car parking space, 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 Promoters 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 Promoters 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 Promoters hereby sell, convey and transfer to and unto the Purchasers, absolutely and forever, free from encumbrances, the said Apartment described in **FOURTH SCHEDULE** below subject to covenants mentioned in this Conveyance, being:
 - 2.1 **ALL THAT** Apartment No. _____, on the _____ floor, measuring a carpet area of _____ square feet, more or less, corresponding to built-up area of _____ square feet, more or less, in the Block no. _____ (hereinafter referred as the "**Building**"), within the residential housing complex/project named "**MAGNOLIA SPORTS CITY**" along with _____ number of right to use one medium size _____ car parking space, **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 Schedule Property **TOGETHER WITH** common rights in the common areas and facilities of the said building/Project/Schedule Property, 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 Promoters 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 Promoters 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 saleable 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 owners or the Possession Date (as mentioned in the Sale Agreement) whichever is earlier.
- 4.3 The Promoters have 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 carpet area of the Apartment that has been allotted to the Purchasers after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price paid for the carpet area has been calculated upon confirmation by the 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 Promoters 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 Promoters agrees and acknowledges, that the Purchasers shall have the right to the Apartment as mentioned below:
- 4.5.1 The Purchasers shall have exclusive ownership of the Apartment;
 - 4.5.2 The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of all the flat owners as provided in the Act.
 - 4.5.3 The rights of the Purchasers are limited to ownership of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
 - 4.5.4 The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters (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 Promoters 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 agreed that the Project/Complex is an independent self-contained Project covering the Schedule Property and/or the additions made thereto and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers (including the Purchasers herein) of the Project/Complex.
- 4.7 The Promoters have 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 owners (including the Purchasers herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If any payment of such outgoings remains pending before transferring the said Apartment to the Purchasers, then, and in such event, the 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-owners of the said Building, the Said Complex and flat owners 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 the Purchasers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described hereunder (collectively **Common Expenses/Maintenance Charge**). However, No maintenance or Corpus Deposit has been kept by Magnolia Infrastructure Development Limited.
- 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 Promoters and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promoters 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 Promoters covenants with the Purchasers that, after completion of all the phases of the said Projects, the Promoters 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 Schedule Property, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATION AND WARRANTIES OF THE PROMOTERS:** The Promoters hereby represent and warrant to the Purchasers as follows:

- (i) The Vendor have absolute, clear and marketable title with respect to the Schedule Property; and the Developer has the requisite rights to carry out development upon the Schedule Property and the Owner is having absolute, actual, physical and legal possession of the Schedule Property and the Developer is having permissive possession of the Schedule Property for construction and development of the Project/Complex;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Complex;
- (iii) There are no encumbrances upon the Schedule Property or the Complex and the Purchasers will get the title of the Apartment free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule Property and/or Complex and/or the Apartment save and except as specifically mentioned, if any, in this Conveyance.
- (v) All approvals, licenses, permits and completion certificate issued by the competent authorities with respect to the Complex and/or the Schedule Property and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters 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 Project, Schedule Property, building, Apartment and Common Areas;
- (vi) The Promoters 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 Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the Schedule Property, including the Project/Complex and the said Apartment which will, in any manner, affect the right, title and interest of Purchasers under this Conveyance;
- (viii) The Promoters confirm that the Promoters 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 Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The 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 Schedule Property) has been received by or served upon the Promoters in respect of the Schedule Property and/or the Complex.

9. COVENANTS & RIGHTS OF THE PURCHASERS:

9.1 The Purchasers hereby covenant and agree with the Promoters 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 maintenance charges and 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 (03) months and shall keep the Vendor 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 maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Complex, and the Purchasers agree to permit the Developer and/or the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 9.1.10 that the Purchasers hereby accept not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and the Purchasers shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Purchasers shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 9.1.11 that the Purchasers hereby accept not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The Purchasers shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 9.1.12 that the Purchasers hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances;
- 9.1.13 that the Purchasers hereby also accepts not install any collapsible gate outside the main door / entrance of the Apartment and also not to install any grill on the balcony or verandah;
- 9.1.14 that the Purchasers hereby also accepts not to change/alter/modify the name of the Building from that mentioned in this Conveyance; and
- 9.1.15 that the Purchasers hereby accept, confirm and declare that the covenants of the Purchasers as contained in this Conveyance shall (A) run perpetually; and (B) bind the Purchasers and his/its successors-in-title or interest and that the Purchasers shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Conveyance.

10. **MAINTENANCE OF THE APARTMENT/ PROJECT:**

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

11. **INTERIM MAINTENANCE PERIOD:**

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

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

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

12. **FORMATION OF ASSOCIATION**

- 12.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (hereinafter referred as the "**ASSOCIATION**"), and it shall be incumbent upon the Purchasers to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchasers shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchasers hereby authorize the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchasers shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 12.2 Each Apartment/unit in the Complex and/or the Project shall represent one share, irrespective of the number of persons owning such Apartment/unit. Further, in the event an Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Conveyance as the Purchasers shall only be entitled to become a member of the Association. In the event that the purchaser/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of the Purchasers shall not be entitled to become a member of the Association.
- 12.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible

for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Purchasers and the Association shall keep the Promoters fully safe, harmless and indemnified in respect thereof.

- 12.4 The Purchasers acknowledge that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.
- 12.5 The Purchasers expressly agree and acknowledge that it is obligatory on the part of the Purchasers to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Complex.
- 12.6 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 Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoters.
- 12.7 Without prejudice to the rights available under this Conveyance, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 12.8 It has been agreed by the Parties that the Association(s) of all the Purchasers of all the buildings in the Complex as and when the Complex is completed in its entirety shall own in common all common areas, amenities and facilities of the Complex together with all easement rights and appurtenances belonging thereto.

13. **DEFECT LIABILITY:**

- 13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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.

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

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

warrant otherwise, with a view to set right any defect.

15. **USAGE:**

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

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

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

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

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

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

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

18. **ADDITIONAL CONSTRUCTION:**

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

19. **APARTMENT OWNERSHIP ACT**

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

20. **SEVERABILITY:**

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

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

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

22. **FURTHER ASSURANCES:**

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

23. **PLACE OF EXECUTION:**

The execution of this Conveyance shall be complete only upon its execution by the Promoters 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.

24. **SAVINGS:**

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

25. **GOVERNING LAW:**

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

26. **DISPUTE RESOLUTION:**

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(SCHEDULE PROPERTY)

ALL THAT piece and parcel of land classified as Housing Complex measuring 27.5 (twenty-seven point five) Bighas, more or less, equivalent to 909 (nine hundred and nine) Decimal, more or less, **TOGETHER WITH** 04 (four) nos. of G+VII storeyed residential buildings, being known as Block Nos. 1, 2, 3 and 4, forming a housing project named "**MAGNOLIA SPORTS CITY**" constructed thereon, vide Registration Certificate No: HIRA/P/ HIRA/P/NOR/2018/000154 dated 15/11/2018 [presently the Project named "**MAGNOLIA SPORTS CITY**" being governed under the Real Estate (Regulation and Development) Act, 2016 read with the West Bengal Real Estate (Regulation and Development) Rules, 2021], comprised in R.S. Dag Nos. 602, 606, 607, 623, 628, 629, 630, 631, 632, 640, 641, 642, 644, 645, 646, 647, 648, 783, 784, 785 and 786, corresponding to L.R. Dag No. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584, 1585, recorded in L.R. Khatian Nos. 4612 and 4613 (previously recorded under L.R. Khatian No. 3526), Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal. The entire land area of 909 Decimal in the Schedule Property is segregated as follows:

Sl. No.	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Area (in Decimal)
01.	783	1507	4612	071.00
02.	784	1508	4612	046.00
03.	785	1509	4612	003.00
04.	786	1510	4612	070.00
05.	647	1511	4612	068.00
06.	648	1512	4612	028.00
07.	661	1528	4612	001.00
08.	644	1545	4612	094.00
09.	645	1546	4612	009.00
10.	646	1550	4612	040.00
11.	623	1551	4612	101.00
12.	628	1560	4612	032.00
13.	629	1561	4613	011.00
14.	642	1563	4612	024.00
15.	630	1564	4612	049.00
16.	631	1565	4613	016.00
17.	632	1566	4613	056.00
18.	640	1581	4613	032.00
19.	641	1582	4613	026.00
20.	607	1583	4613	102.00
21.	606	1584	4613	025.00
22.	602	1585	4613	005.00
TOTAL AREA OF LAND (IN DECIMAL):				909.00

The Schedule Property is butted and bounded as follows

On the North: Mouza Babanpur
On the South: By Other Dags
On the East: By R.S. Dag No. 783
On the West: By R.S. Dag No. 601

THE SECOND SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)

1. OWNERSHIP OF FIRST PROPERTY:

- 1.1 At all material times, Haricharan Bera was the absolute owner of **ALL THAT** piece and parcel of land comprised in R.S. Dag Nos. 647, 648, 783, 784 and 786, recorded in Khatian Nos. 340, 314, 393 and 336, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Haricharan's Property**").
- 1.2 The said Haricharan Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 05 (five) sons, (1) Akshay Bera (2) Kishore Bera (3) Karndhar Bera (4) Gobardhan Bera and (5) Naba Kumar Bera, as his only legal heirs, who jointly and equally inherited all right, title and interest of Late Haricharan Bera in respect of Haricharan's Property, each having an undivided 1/5th share and/or interest therein, as per the Hindu Succession Act 1956.
- 1.3 The said Akshay Bera, son of Late Haricharan Bera by way of a Deed of Conveyance dated 14th June 1968 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 04066 for the year 1968, sold, conveyed and transferred in favour of his son, Nandalal Bera, **ALL THAT** piece and parcel of (a) land measuring 08 (eight) Decimal, more or less, comprised in R.S. Dag No. 782 and (b) land measuring 63 (sixty-three) Decimal, more or less, comprised in R.S. Dag No. 783, aggregating to land measuring 71 (seventy-one) Decimal, more or less, recorded in Khatian Nos. 340, 314, 393 and 336, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Nandalal's Property**"), out of Haricharan's Property.
- 1.4 The said Akshay Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 04 (four) sons, (1) Nandalal Bera (2) Narayan Chandra Bera (3) Anil Bera and (4) Paresh Bera along with his 04 (four) daughters, (1) Pramodabala Santra (2) Asima Santra (3) Primoda Santra and (4) Shila Sasmal, as his only legal heirs and heiresses, who jointly and equally inherited all right, title and interest of Late Haricharan Bera in respect of the remaining land in Haricharan's Property save and except Nandalal's Property, as per the Hindu Succession Act 1956.
- 1.5 The said Paresh Bera, son of Late Akshay Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his wife, Kamala Bera along with only daughter, Chaitali Bera, as his only legal heiresses, who jointly and equally inherited all right, title and interest of Late Paresh Bera in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.6 The said Pramodabala Santra, daughter of Late Akshay Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind her, surviving her 03 (three) sons, (1) Sankar Santra (2) Susanta Santra and (3) Sudhanshu Santra, as her only legal heirs, who jointly and equally inherited all right, title and interest of Late Pramodabala Santra in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.7 The said Kishore Bera, son of Late Haricharan Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 07 (seven) sons, (1) Naresh Chandra Bera (2) Tarak Chandra Bera (3) Birendra Nath Bera (4) Lakhan Kumar Bera (5) Sanjay Bera (6) Mrityunjay Bera and (7) Dhananjay Bera along with 03 (three) daughters, (1) Saila Maity (2) Sumati Sarkhel and (3) Rekha Jana, as his only legal heirs and heiresses,

who jointly and equally inherited all right, title and interest of Late Kishore Bera in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.

- 1.8 The said Karndhar Bera, son of Late Haricharan Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 03 (three) sons, (1) Sujay Bera (2) Ajay Bera and (3) Shyamaprasad Bera along with 03 (three) daughters, (1) Dhari Panja (2) Basanti Bag and (3) Shefali Biswas, as his only legal heirs and heiresses, who jointly and equally inherited all right, title and interest of Late Karndhar Bera in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.9 The said Gobardhan Bera, son of Late Haricharan Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 07 (seven) sons, (1) Bijoy Bera (2) Ranjit Bera (3) Pradip Bera (4) Saroj Bera (5) Sisir Bera (6) Aswini Bera and (7) Bikash Bera along with 02 (two) daughters, (1) Kanon Samui and (2) Sridebi Dutta, as his only legal heirs and heiresses, who jointly and equally inherited all right, title and interest of Late Gobardhan Bera in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.10 The said Naba Kumar Bera, son of Late Haricharan Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 04 (four) daughters, (1) Tarulata Maity (2) Binapani Samanta (3) Karuna Senapati and (4) Jasodha Manna, as her only legal heiresses, who jointly and equally inherited all right, title and interest of Late Naba Kumar Bera in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.11 The said Binapani Samanta, daughter of Late Naba Kumar Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind her, surviving her 02 (two) sons, (1) Kamal Samanta and (2) Nirmal Samanta, as her only legal heirs, who jointly and equally inherited all right, title and interest of Late Binapani Samanta in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.12 The said Karuna Senapati, daughter of Late Naba Kumar Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind her, surviving her 02 (two) sons, (1) Sanat Senapati and (2) Dilip Senapati, as her only legal heirs, who jointly and equally inherited all right, title and interest of Late Karuna Senapati, in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.13 The said Jasoda Manna, daughter of Late Naba Kumar Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind her, surviving her 02 (two) sons, (1) Robin Manna and (2) Biswanath Manna, as her only legal heirs, who jointly and equally inherited all right, title and interest of Late Jasoda Manna, in respect of the Haricharan's Property, as per the Hindu Succession Act 1956.
- 1.14 In the above mentioned circumstances, by virtue of inheritance as per the Hindu Succession Act 1956, the said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Anil Bera (4) Kamala Bera (5) Chaitali Das (6) Sankar Santra (7) Susanta Santra (8) Sudhanshu Santra (9) Asima Santra (10) Primoda Santra (11) Shila Sasmal (12) Naresh Chandra Bera (13) Tarak Chandra Bera (14) Birendra Nath Bera (15) Lakhan Kumar Bera (16) Sanjay Bera (17) Mrityunjay Bera (18) Dhananjay Bera (19) Saila Maity (20) Sumati Sarkhel (21) Rekha Jana (22) Sujay Bera (23) Ajay Bera (24) Shyamaprasad Bera (25) Dhari Panja (26) Basanti Bag (27) Shefali Biswas (28) Bijoy Bera (29) Ranjit Bera (30) Pradip Bera (31) Saroj Bera (32) Sisir Bera (33) Aswini Bera (34) Bikash Bera (35) Kanon Samui (36) Sridebi Dutta (37) Tarulata Maity (38) Kamal Samanta (39) Nirmal Samanta (40) Sanat Senapati (41) Dilip Senapati (42) Robin Manna and (43) Biswanath Manna (hereinafter referred as "**Nandalal Bera & Others**") became the joint and absolute owners of the Haricharan's Property, each having their diverse undivided shares and/or interest therein.

1.15 The said Nandalal Bera & Others by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 04751 for the year 2009, sold, conveyed and transferred in favour of one Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 68 (sixty-eight) Decimal, more or less, comprised in R.S. Dag No. 647 **(b)** land measuring 28 (twenty-eight) Decimal, more or less, comprised in R.S. Dag No. 648 **(c)** land measuring 71 (seventy-one) Decimal, more or less, comprised in R.S. Dag No. 783 **(d)** land measuring 46 (forty-six) Decimal, more or less, comprised in R.S. Dag No. 784 and **(e)** land measuring 70 (seventy) Decimal, more or less, comprised in R.S. Dag No. 786, aggregating to land measuring 283 (two hundred and eighty-three) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**First Property**"), out of Haricharan's Property, for the sale consideration mentioned therein.

2. OWNERSHIP OF SECOND PROPERTY:

2.1 At all material times, Karam Ali was the absolute owner of **ALL THAT** piece and parcel of land measuring 168 (one hundred and sixty-eight) Decimal, more or less, comprised in R.S. Dag Nos. 602, 606, and 607, recorded in R.S. Khatian No. 270, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Karam Ali's Property**").

2.2 The said Karam Ali, a Muslim governed under the Mohammadan Law died intestate, leaving behind him, surviving his 02 (two) sons, (1) Ahmmad Ali and (2) Rahmat Ali along with his 03 (three) daughters, (1) Batujan Bibi (2) Hayatan Bibi and (3) Fatema Bibi, as his only legal heirs and heiresses, who jointly and in diverse shares inherited all right, title and interest of Late Karam Ali, in respect of the Karam Ali's Property, as per the Mohammadan Law of succession.

2.3 The said Rahmat Ali, son of Late Karam Ali, a Muslim governed under the Mohammadan Law died intestate sometime in the year 1984, leaving behind him, surviving his wife, Amina Bibi along with his 07 (seven) sons, (1) Nurul Islam (2) Amirul Islam (3) Hamidul Islam (4) Mafijul Islam (5) Arijul Islam (6) Habibur Islam and (7) Mahidul Islam along with his 02 (two) daughters, (1) Abeda Bibi and (2) Sajeda Bibi, who jointly and in diverse shares inherited all right, title and interest of Late Rahmat Ali, in respect of the Karam Ali's Property, as per the Mohammadan Law of succession.

2.4 The said Ahmmad Ali, son of Late Karam Ali, a Muslim governed under the Mohammadan Law died intestate sometime in the year 1988, leaving behind him, surviving his wife, Asura Bibi along with his 06 (six) sons, (1) Anwar Ali (2) Abbas Ali (3) Arman Ali (4) Haidar Ali (5) Amin Ali and (6) Adam Ali along with his 05 (five) daughters, (1) Madina Bibi (2) Rubina Bibi (3) Salema Bibi (4) Nagima Bibi and (5) Nadima Bibi, who jointly and in diverse shares inherited all right, title and interest of Late Ahmmad Ali, in respect of the Karam Ali's Property, as per the Mohammadan Law of succession.

2.5 The said Hayamat Bibi, daughter of Late Karam Ali, a Muslim governed under the Mohammadan Law died intestate sometime in the year 1984, leaving behind her, surviving her 03 (three) sons, (1) Abid Gaji (2) Mujid Gaji and (3) Siddiki Gaji along with his 02 (two) daughters, (1) Sakina Bibi and (2) Amina Bibi, who jointly and in diverse shares inherited all right, title and interest of Late Hayamat Bibi, in respect of the Karam Ali's Property, as per the Mohammadan Law of succession.

2.6 The said Batujan Bibi, daughter of Late Karam Ali, a Muslim governed under the Mohammadan Law died intestate, leaving behind her, surviving her 05 (five) sons, (1) Sk. Sabbir Ali (2) Sk. Anwar Ali (3) Sk. Ramjan Ali (4) Sk. Asraf Ali and (5) Abed Ali along with his 02 (two) daughters, (1) Nurjahan Khatun and (2) Sammania Khatun, who jointly and in

diverse shares inherited all right, title and interest of Late Batujan Bibi, in respect of the Karam Ali's Property, as per the Mohammadan Law of succession.

- 2.7 In the above mentioned circumstances, by virtue of inheritance as per the Mohammadan Law of succession the said (1) Fatema Bibi (2) Amina Bibi (3) Nurul Islam (4) Amirul Islam (5) Hamidul Islam (6) Mafijul Islam (7) Arijul Islam (8) Habibur Islam (9) Mahidul Islam (10) Abeda Bibi (11) Sajeda Bibi (12) Anwar Ali (13) Abbas Ali (14) Arman Ali (15) Haidar Ali (16) Amin Ali (17) Adam Ali (18) Madina Bibi (19) Rubina Bibi (20) Salema Bibi (21) Nagima Bibi (22) Nadima Bibi (23) Abid Gaji (24) Mujid Gaji (25) Siddiki Gaji (26) Sakina Bibi (27) Amina Bibi (28) Sk. Sabbir Ali (29) Sk. Anwar Ali (30) Sk. Ramjan Ali (31) Sk. Asraf Ali (32) Abed Ali (33) Nurjahan Khatun and (34) Sammania Khatun (hereinafter referred as "**Fatema Bibi & Others**") became the joint and absolute owners of the Karam Ali's Property, each having their diverse undivided shares and/or interest therein.
- 2.8 The said Fatema Bibi & Others by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 499 to 535, being Deed No. 04717 for the year 2009, sold, conveyed and transferred in favour of the said GHOSH BROTHERS REALTORS PRIVATE LIMITED, **ALL THAT** piece and parcel of **(a)** land measuring 05 (five) Decimal, more or less, comprised in R.S. Dag No. 602 **(b)** land measuring 25 (twenty-five) Decimal, more or less, comprised in R.S. Dag No. 606 and **(c)** land measuring 102 (one hundred and two) Decimal, more or less, comprised in R.S. Dag No. 607, aggregating to land measuring 132 (one hundred and thirty-two) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Second Property**"), out of Karam Ali's Property, for the sale consideration mentioned therein.

3. **OWNERSHIP OF THIRD PROPERTY:**

- 3.1 At all material times, Haider Ali was the absolute owner of **ALL THAT** piece and parcel of land measuring 08 (eight) Decimal, more or less, comprised in R.S. Dag No. 630, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Third Property**").
- 3.2 The said Haider Ali by way of a Deed of Conveyance dated 02nd May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 16, at Pages 2545 to 2560, being Deed No. 04734 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Third Property, for the sale consideration mentioned therein.

4. **OWNERSHIP OF FOURTH PROPERTY:**

- 4.1 At all material times, Gaurchandra Ghosh was the absolute owner of **ALL THAT** piece and parcel of land measuring 07 (seven) Decimal, more or less, comprised in R.S. Dag No. 785, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Fourth Property**").
- 4.2 The said Gaurchandra Ghosh, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his 02 (two) sons, (1) Anil Kumar Ghosh and (2) Pravas Kumar Ghosh, as his only legal heirs, who jointly and equally inherited all right, title

and interest of Late Gaurchandra Ghosh in the Fourth Property, each having an undivided ½ (one-half) share and/or interest therein, as per the Hindu Succession Act 1956.

- 4.3 The said (1) Anil Kumar Ghosh and (2) Pravas Kumar Ghosh, both sons of Late Gaurchandra Ghosh by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 536 to 551, being Deed No. 04718 for the year 2009, sold, conveyed and transferred in favour of the said GHOSH BROTHERS REALTORS PRIVATE LIMITED, the entirety of the Fourth Property, for the sale consideration mentioned therein.

5. **OWNERSHIP OF FIFTH PROPERTY:**

- 5.1 At all material times, Amin Ali was the absolute owner of **ALL THAT** piece and parcel of land measuring 08 (eight) Decimal, more or less, comprised in R.S. Dag No. 630, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Fifth Property**").

- 5.2 The said Amin Ali by way of a Deed of Conveyance dated 18th May 2010 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 20, at Pages 1624 to 1639, being Deed No. 05499 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Fifth Property, for the sale consideration mentioned therein.

6. **OWNERSHIP OF SIXTH PROPERTY:**

- 6.1 At all material times, (1) Sk. Adam Ali (2) Sk. Anwar Ali and (3) Sk. Amin Ali were the absolute owners of **ALL THAT** piece and parcel of land measuring 24 (twenty-four) Decimal, more or less, comprised in R.S. Dag No. 630, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Sixth Property**").

- 6.2 The said (1) Sk. Adam Ali (2) Sk. Anwar Ali and (3) Sk. Amin Ali by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 03363 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Sixth Property, for the sale consideration mentioned therein.

7. **OWNERSHIP OF SEVENTH PROPERTY:**

- 7.1 Latika Rani Roy by virtue of a Deed of Conveyance dated 21st June 1966 registered in the Office of the District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 03274 for the year 1966, became the absolute owner of **ALL THAT** piece and parcel of **(a)** land measuring 48 (forty-eight) Decimal, more or less, comprised in R.S. Dag No. 640 and **(b)** land measuring 39 (thirty-nine) Decimal, more or less, comprised in R.S. Dag No. 641, both aggregating to land measuring 87 (eighty-seven) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Latika's Property**").

- 7.2 The said Latika Rani Roy by virtue of a Deed of Conveyance dated 06th November 1975 registered in the Office of the Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, Volume No. 74, at Pages 157 to 159, being Deed No. 04775 for the year

1975, sold, conveyed and transferred in favour of one Nemai Mondal **ALL THAT** piece and parcel of (1) land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 640 and (2) land measuring 13 (thirteen) Decimal, more or less, comprised in R.S. Dag No. 641, both aggregating to land measuring 29 (twenty-nine) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Seventh Property**"), out of Latika's Property, for the sale consideration mentioned therein.

- 7.3 The said Nemai Mondal by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 728 to 743, being Deed No. 04723 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Seventh Property, for the sale consideration mentioned therein.

8. **OWNERSHIP OF EIGHTH PROPERTY:**

- 8.1 The said Latika Rani Roy by virtue of a Deed of Conveyance dated 21st June 1966 registered in the Office of the Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 03274 for the year 1966, sold, conveyed and transferred in favour of (1) Mahadeb Manna (2) Netai Chandra Manna and (3) Rabin Manna, **ALL THAT** piece and parcel of (1) land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 640 and (2) land measuring 13 (thirteen) Decimal, more or less, comprised in R.S. Dag No. 641, both aggregating to land measuring 29 (twenty-nine) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Eighth Property**"), out of Latika's Property, for the sale consideration mentioned therein.

- 8.2 The said (1) Mahadeb Manna (2) Netai Chandra Manna and (3) Rabin Manna by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 16, at Pages 2410 to 2427, being Deed No. 04724 for the year 2009, sold, conveyed and transferred in favour of the said GHOSH BROTHERS REALTORS PRIVATE LIMITED, the entirety of the Eighth Property, for the sale consideration mentioned therein.

9. **OWNERSHIP OF NINTH PROPERTY AND TENTH PROPERTY:**

- 9.1 At all material times, Abdul Gani was the absolute owner of **ALL THAT** piece and parcel of land measuring 46 (forty-six) Decimal, more or less, comprised in R.S. Dag No. 632, recorded under R.S. Khatian No. 228, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Abdul Gani's Property**").
- 9.2 The said Abdul Gani, a Muslim governed by the Mohammedan law died intestate, leaving behind him, surviving his 03 (three) sons, (1) Md. Rustam Ali (2) Md. Aslam and (3) Md. Imteyaz Ali, as his only legal heirs, who jointly and equally inherited all right, title and interest of Late Abdul Gani in the Abdul Gani's Property, each having an undivided 1/3rd (one-third) share and/or interest therein, as per the Mohammedan Law of succession.
- 9.3 The said (1) Md. Rustam Ali (2) Md. Aslam and (3) Md. Imteyaz Ali, all sons of Late Abdul Gani by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 762 to 778, being Deed No. 04737 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited,

ALL THAT piece and parcel of land measuring 23 (twenty-three) Decimal, more or less, comprised in R.S. Dag No. 632, recorded under R.S. Khatian No. 338, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Ninth Property**"), out of Abdul Gani's Property, for the sale consideration mentioned therein.

- 9.4 The said (1) Md. Rustam Ali (2) Md. Aslam and (3) Md. Imteyaz Ali, all sons of Late Abdul Gani by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 744 to 761, being Deed No. 047267 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of land measuring 23 (twenty-three) Decimal, more or less, comprised in R.S. Dag No. 632, recorded under R.S. Khatian No. 338, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Tenth Property**"), out of Abdul Gani's Property, for the sale consideration mentioned therein.

10. **OWNERSHIP OF ELEVENTH PROPERTY, TWELFTH PROPERTY AND THIRTEENTH PROPERTY:**

- 10.1 At all material times, Bhupal Chandra Ghosh was the absolute owner of **ALL THAT** piece and parcel of land measuring 101 (one hundred and one) Decimal, more or less, comprised in R.S. Dag No. 623, 628, 631 and 644, recorded under R.S. Khatian Nos. 340, 314, 393 and 336, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Bhupal's Property**").
- 10.2 The said Bhupal Chandra Ghosh by way of a Deed of Conveyance in the year 1947 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District 24 Parganas and recorded in Book-I, being Deed No. 01061 for the year 1947, sold, conveyed and transferred in favour of one Parulbala Ghosh, the entirety of the Bhupal's Property, for the sale consideration mentioned therein.
- 10.3 The said Parulbala Ghosh by way of a Deed of Conveyance in the year 1960 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District 24 Parganas and recorded in Book-I, being Deed No. 01426 for the year 1960, sold, conveyed and transferred in favour of (1) Sk. Kashed Ali (2) Sk. Rajjak Ali and (3) Sk. Younus Ali, the entirety of the Bhupal's Property, for the sale consideration mentioned therein.
- 10.4 The said Sk. Rajjak Ali by way of a Deed of Conveyance dated 10th May 1988 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 03030 for the year 1988, sold, conveyed and transferred in favour of one Marjina Bibi, his undivided 1/3rd share and/or interest in the Bhupal's Property, equivalent to land measuring 33 (thirty-three) Decimal, more or less, for the sale consideration mentioned therein.
- 10.5 The said Sk. Younus Ali by way of a Deed of Conveyance dated 02nd December 1992 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 07549 for the year 1992, sold, conveyed and transferred in favour of (1) Mihir Ghorui and (2) Ranjit Malik, his undivided 1/3rd share and/or interest in the Bhupal's Property, equivalent to land measuring 33 (thirty-three) Decimal, more or less, for the sale consideration mentioned therein.

- 10.6 In the above mentioned circumstances, the said (1) Sk. Kashed Ali (2) Marjina Bibi (3) Mihir Ghorui and (4) Ranjit Malik became the joint and absolute owners of the Bhupal's Property and by way of a Deed of Conveyance dated 30th June 2000 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 05455 for the year 2000, sold, conveyed and transferred in favour of (1) Kabita Chakraborty and (2) Sujata Chakraborty, the entirety of the Bhupal's Property, for the sale consideration mentioned therein.
- 10.7 (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera by way of a Deed of Conveyance dated 30th June 2000 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 05434 for the year 2000, sold, conveyed and transferred in favour of the said (1) Kabita Chakraborty and (2) Sujata Chakraborty, **ALL THAT** piece and parcel of **(a)** land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 628 and **(b)** land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 631, both aggregating to land measuring 48 (forty-eight) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal, for the sale consideration mentioned therein.
- 10.8 The said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera by way of a Deed of Conveyance in the year 2000 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 07093 for the year 2000, sold, conveyed and transferred in favour of the said (1) Kabita Chakraborty and (2) Sujata Chakraborty, **ALL THAT** piece and parcel of land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal, for the sale consideration mentioned therein.
- 10.9 In the above mentioned circumstances, the said (1) Kabita Chakraborty and (2) Sujata Chakraborty became the joint and absolute owners of **ALL THAT** piece and parcel of **(a)** land measuring 101 (one hundred and one) Decimal, more or less, comprised in R.S. Dag No. 623 **(b)** land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 628 **(c)** land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 631 and **(d)** land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, all aggregating to land measuring 180 (one hundred and eighty) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Kabita's & Sujata's Property**").
- 10.10 The said (1) Kabita Chakraborty and (2) Sujata Chakraborty by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 911 to 933, being Deed No. 04993 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 33 (thirty-three) Decimal, more or less, out of land measuring 101 Decimal, more or less, comprised in R.S. Dag No. 623 **(b)** land measuring 11 (eleven) Decimal, more or less, out of land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 628 **(c)** land measuring 05 (five) Decimal, more or less, out of land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 631 and **(d)** land measuring 11 (eleven) Decimal, more or less, out of land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, all aggregating to land measuring 60 (sixty) Decimal, more or less, situate at

Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Eleventh Property**"), out of the Kabita's & Sujata's Property, for the sale consideration mentioned therein.

10.11 The said (1) Kabita Chakraborty and (2) Sujata Chakraborty by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 864 to 887, being Deed No. 04778 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 35 (thirty-five) Decimal, more or less, out of land measuring 101 Decimal, more or less, comprised in R.S. Dag No. 623 **(b)** land measuring 09 (nine) Decimal, more or less, out of land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 628 **(c)** land measuring 05 (five) Decimal, more or less, out of land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 631 and **(d)** land measuring 11 (eleven) Decimal, more or less, out of land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, all aggregating to land measuring 60 (sixty) Decimal, more or less, out of land measuring 180 (one hundred and eighty) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Twelfth Property**"), out of the Kabita's & Sujata's Property, for the sale consideration mentioned therein.

10.12 The said (1) Kabita Chakraborty and (2) Sujata Chakraborty by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 888 to 910, being Deed No. 04782 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 33 (thirty-three) Decimal, more or less, out of land measuring 101 Decimal, more or less, comprised in R.S. Dag No. 623 **(b)** land measuring 12 (twelve) Decimal, more or less, out of land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 628 **(c)** land measuring 06 (six) Decimal, more or less, out of land measuring 16 (sixteen) Decimal, more or less, comprised in R.S. Dag No. 631 and **(d)** land measuring 09 (nine) Decimal, more or less, out of land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, all aggregating to land measuring 60 (sixty) Decimal, more or less, out of land measuring 180 (one hundred and eighty) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Thirteenth Property**"), out of the Kabita's & Sujata's Property, for the sale consideration mentioned therein.

11. **OWNERSHIP OF FOURTEENTH PROPERTY AND FIFTEENTH PROPERTY:**

11.1 At all material times, Sakiron Bibi was the absolute owner of **ALL THAT** piece and parcel of **(a)** land measuring 24 (twenty-four) Decimal, more or less, comprised in R.S. Dag No. 532 **(b)** land measuring 11 (eleven) Decimal, more or less, comprised in R.S. Dag No. 629 and **(c)** land measuring 94 (ninety-four) Decimal, more or less, comprised in R.S. Dag No. 644, all aggregating to land measuring 129 (one hundred and twenty-nine) Decimal, more or less, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Sakiron's Property**").

- 11.2 The said Sakiron Bibi by way of a Deed of Conveyance dated 06th July 1964 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 03533 for the year 1964, sold, conveyed and transferred in favour of (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera, the entirety of the Sakiron's Property, for the sale consideration mentioned therein.
- 11.3 The said Paresh Bera, son of Late Akshay Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his wife, Kamala Bera along with only daughter, Chaitali Bera, as his only legal heiresses, who jointly and equally inherited all right, title and interest of Late Paresh Bera in respect of the Sakiron's Property, as per the Hindu Succession Act 1956.
- 11.4 The said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 709 to 727, being Deed No. 04722 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 05 (five) Decimal, more or less, comprised in R.S. Dag No. 629 and **(b)** land measuring 32 (thirty-two) Decimal, more or less, comprised in R.S. Dag No. 644, both aggregating to land measuring 37 (thirty-seven) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Fourteenth Property**"), out of the Sakiron's Property, for the sale consideration mentioned therein.
- 11.5 The said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 552 to 571, being Deed No. 04719 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 06 (six) Decimal, more or less, comprised in R.S. Dag No. 629 and **(b)** land measuring 31 (thirty-one) Decimal, more or less, comprised in R.S. Dag No. 644, both aggregating to land measuring 37 (thirty-seven) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Fifteenth Property**"), out of the Sakiron's Property, for the sale consideration mentioned therein.
12. **OWNERSHIP OF SIXTEENTH PROPERTY & SEVENTEENTH PROPERTY:**
- 12.1 At all material times, Keshav Chandra Manna was the absolute owner of **ALL THAT** piece and parcel of **(a)** land measuring 09 (nine) Decimal, more or less, comprised in R.S. Dag No. 645 and **(b)** land measuring 40 (forty) Decimal, more or less, comprised in R.S. Dag No. 646, both aggregating to land measuring 49 (forty-nine) Decimal, more or less, recorded under R.S. Khatian No. 101, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Keshav's Property**").
- 12.2 The said Keshav Chandra Manna Ghosh by way of a Deed of Conveyance dated 15th April 1980 registered in the Office of the Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 01399 for the year 1980, sold, conveyed and transferred in favour of Jibon Krishna Manna, the entirety of the Keshav's Property, for the sale consideration mentioned therein.

- 12.3 The said Jibon Krishna Manna, a Hindu governed by the Dayabhaga School of Hindu law died intestate, leaving behind him, surviving his wife, Lakshmi Manna, along with 06 (six) sons, (1) Tarak Chandra Manna (2) Bishnupada Manna (3) Nantu Manna (4) Santu Manna (5) Gour Chandra Manna and (6) Sahadeb Manna along with his 04 (four) daughters, (1) Menaka Manna (2) Kajal Manna (3) Renuka Manna and (4) Padma Manna, as his only legal heiresses and heirs, who jointly and equally inherited all right, title and interest of Late Jibon Krishna Manna, in respect of the Keshav's Property, each having an undivided 1/11th share and/or interest therein, as per the Hindu Succession Act 1956.
- 12.4 After the demise of Late Lakshmi Manna, wife of Late Jibon Krishna Manna, the remaining successors as aforesaid of Late Lakshmi Manna caused an amicable partition of the Keshav's Property amongst themselves, and in terms of a mutual settlement, the said (1) Menaka Manna (2) Kajal Manna (3) Renuka Manna (4) Padma Manna (5) Gour Chandra Manna and (6) Sahadeb Manna by way of a Deed of Gift dated 03rd April 2002 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 05728 for the year 2002, gifted and conveyed their undivided respective shares in the Keshav's Property in favour of their own brothers, (1) Tarak Chandra Manna (2) Bishnupada Manna (3) Nantu Manna (4) Santu Manna, who thereby became the joint and absolute owners in respect of the Keshav's Property.
- 12.5 The said (1) Tarak Chandra Manna (2) Bishnupada Manna (3) Nantu Manna (4) Santu Manna by way of a Deed of Conveyance dated 21st September 2004 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 05728 for the year 2005, sold, conveyed and transferred in favour of one Tapan Chakraborty, land measuring 49 (forty-nine) Decimal, more or less, out of the Keshav's Property, for the sale consideration mentioned therein.
- 12.6 The said Tapan Chakraborty by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 18, at Pages 838 to 855, being Deed No. 05232 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 04 (four) Decimal, more or less, comprised in R.S. Dag No. 645, recorded under R.S. Khatian No. 101 and **(b)** land measuring 21 (twenty-one) Decimal, more or less, comprised in R.S. Dag No. 646, recorded under R.S. Khatian No. 101, all aggregating to land measuring 25 (twenty-five) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Sixteenth Property**"), out of the land measuring 49 (forty-nine) Decimal, more or less, for the sale consideration mentioned therein.
- 12.7 The said Tapan Chakraborty by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 814 to 863, being Deed No. 04751 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of **(a)** land measuring 05 (five) Decimal, more or less, comprised in R.S. Dag No. 645, recorded under R.S. Khatian No. 101 and **(b)** land measuring 19 (nineteen) Decimal, more or less, comprised in R.S. Dag No. 646, recorded under R.S. Khatian No. 101, all aggregating to land measuring 24 (twenty-four) Decimal, more or less, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Seventeenth Property**"), out of the said land measuring 49 (forty-nine) Decimal, more or less, for the sale consideration mentioned therein.

13. **OWNERSHIP OF EIGHTEENTH PROPERTY:**

- 13.1 At all material times, Madhab Chandra Ghosh and Others were the absolute owners of **ALL THAT** piece and parcel of land measuring 72 (seventy-two) Decimal, more or less, comprised in R.S. Dag Nos. 628, 631 and 642, recorded under R.S. Khatian No. 106, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Madhab & Others Property**").
- 13.2 The said Madhab Chandra Ghosh and Others by way of a Deed of Conveyance in the year 1960 registered in the Office of the Sub-Registrar, Barrackpore, District North 24 Parganas and Book-I, being No. 06594 for the year 1960, sold, conveyed and transferred in favor of Md. Wazed Ali, the entirety of the Madhab & Others Property, for the sale consideration mentioned therein.
- 13.3 The said Md. Wazed Ali by way of a Deed of Conveyance dated 06th July 1964 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, Volume No. 47, at Pages 231 to 233, being Deed No. 03534 for the year 1964, sold, conveyed and transferred in favour of the said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera, the entirety of the Madhab & Others Property, for the sale consideration mentioned therein.
- 13.4 The said Paresh Bera, son of Late Akshay Bera, a Hindu governed by the Dayabhaga School of Hindu law, died intestate, leaving behind him, surviving his wife, Kamala Bera along with only daughter, Chaitali Bera, as his only legal heiresses, who jointly and equally inherited all right, title and interest of Late Paresh Bera in respect of the Madhab & Others Property, as per the Hindu Succession Act 1956.
- 13.5 The said (1) Nandalal Bera (2) Narayan Chandra Bera (3) Kamala Bera alias Kalpana Bera (4) Chaitali Bera and (5) Anil Chandra Bera by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 934 to 952, being Deed No. 05231 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, **ALL THAT** piece and parcel of land measuring 24 (twenty-four) Decimal, more or less, comprised in R.S. Dag No. 642, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Eighteenth Property**"), out of the Madhab & Others Property, for the sale consideration mentioned therein.

14. **OWNERSHIP OF NINETEENTH PROPERTY:**

- 14.1 At all material times, Sk. Ahmmad Ali was the absolute owner of **ALL THAT** piece and parcel of land measuring 17 (seventeen) Decimal, more or less, comprised in R.S. Dag No. 630, recorded under R.S. Khatian No. 156, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Nineteenth Property**").
- 14.2 The said Sk. Ahmmad Ali, a Muslim governed by the Mohammedan law died intestate, leaving behind him, surviving his 02 (two) sons, (1) Sk. Abbas Ali and (3) Sk. Arman Ali, as his only legal heirs, who jointly and equally inherited all right, title and interest of Late Sk. Ahmmad Ali in the Nineteenth Property, each having an undivided ½ (one-half) share and/or interest therein, as per the Mohammedan Law of succession.

- 14.3 The said (1) Sk. Abbas Ali and (3) Sk. Arman Ali by way of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, being Deed No. 04740 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Nineteenth Property, for the sale consideration mentioned therein.
15. **OWNERSHIP OF TWENTIETH PROPERTY:**
- 15.1 At all material times, Sk. Moktar Ali was the absolute owner of **ALL THAT** piece and parcel of land measuring 56 (fifty-six) Decimal, more or less, comprised in R.S. Dag No. 632, recorded under R.S. Khatian No. 338, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Moktiar's Property**").
- 15.2 The said Sk. Moktar Ali had caused sale of land measuring 46 (forty-six) Decimal, more or less, out of Moktiar's Property and became entitled to ownership in respect of the remaining **ALL THAT** piece and parcel of land measuring 10 (ten) Decimal, more or less, comprised in R.S. Dag No. 632, recorded under R.S. Khatian No. 338, situate at Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as the "**Twentieth Property**").
- 15.3 Consequent to the demise of Sk. Moktar Ali, his legal heirs and successors, (1) Samsul Haque (2) Sk. Samsuzzaman (3) Samsunnahar Khatun (4) Sufiya Rahaman (5) Sk. Sahidul Haque (6) Sarifa Khatun became the joint and absolute owners of the Twentieth Property and by virtue of a Deed of Conveyance dated 06th May 2009 registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas and recorded in Book-I, CD Volume No. 21, at Pages 795 to 813, being Deed No. 04741 for the year 2009, sold, conveyed and transferred in favour of the said Ghosh Brothers Realtors Private Limited, the entirety of the Twentieth Property, for the sale consideration mentioned therein.
16. In the above mentioned circumstances, the said Ghosh Brothers Realtors Private Limited became the sole and absolute owner in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property, the Eighth Property, the Ninth Property, the Tenth Property, the Eleventh Property, the Twelfth Property, the Thirteenth Property, the Fourteenth Property, the Fifteenth Property, the Sixteenth Property, the Seventeenth Property, the Eighteenth Property, the Nineteenth Property and Twentieth Property, all aggregating to **ALL THAT** piece and parcel of land measuring 27.5 (twenty-seven point five) Bighas, more or less, equivalent to 909 (nine hundred and nine) Decimal, more or less, comprised in R.S. Dag Nos. 602, 606, 607, 623, 628, 629, 630, 631, 632, 640, 641, 642, 644, 645, 646, 647, 648, 783, 784, 785 and 786, corresponding to L.R. Dag No. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584, 1585, recorded in L.R. Khatian No. 3526, Mouza Jafarpur, J.L. No. 109 (previously J.L. No. 09), Post Office and Police Station: Titagarh, Kolkata-700123, within the limits of Mohanpur Gram Panchayat, Sub-Registration Office Barrackpore, District North 24 Parganas, West Bengal (hereinafter referred as "**Schedule Property**"), morefully described in the **First Schedule** hereinabove. The said Ghosh Brothers Realtors Private Limited consequently got its name mutated recorded in the records of the Block Land and Land Reforms Office at Barrackpore-II, in respect of the Schedule Property, vide L.R. Khatian No. 3526 and duly paid khajna/taxes thereof.
17. The said Ghosh Brothers Realtors Private Limited by way of a Deed of Conveyance dated 21st September 2015 registered in the Office of District Sub-Registrar-I, Barasat, District North 24 Parganas and recorded in Book-I, Volume No. 1501-2015, at Pages 59159 to 59205, being Deed No. 150107499 for the year 2015, sold, conveyed and transferred in favour of one

Omega Vanijya Private Limited (the Vendor herein) the entirety of the Schedule Property, for the sale consideration mentioned herein.

18. The said Omega Vanijya Private Limited (the Vendor herein) consequently got its name mutated and recorded in the records of the Block Land and Land Reforms Office at Barrackpore-II, in respect of the Schedule Property, vide L.R. Khatian Nos. 4612 and 4613 and duly paid khajna/taxes thereof.
19. The said Omega Vanijya Private Limited (the Vendor herein) with the intent of developing the Schedule Property into a residential project / complex executed a Joint Development Agreement dated 15th April 2016 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book-I, Volume No. 1904-2016, at Pages 137833 to 137873, being Deed No. 190403614 for the year 2016, wherein it appointed Magnolia Infrastructure Development Limited (the Developer herein), as the developer of the Schedule Property.
20. In terms of the provisions of the said Development Agreement, the said Omega Vanijya Private Limited (the Vendor herein) granted a General Power of Attorney dated 26th April 2016 registered in the Office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book-IV, Volume No. 1903-2016, at Pages 101695 to 101717, being Deed No. 190302804 for the year 2016, wherein it appointed, Sri Vivek Poddar, son of Sri Milan Poddar, being the Director of Magnolia Infrastructure Development Limited (the Developer herein), as it's true, lawful and constituted attorney, for developing and raising the proposed project/complex in the Schedule Property.
21. By an official letter dated 05TH May 2016 issued by the Office of the District Land and Land Reforms Office, Barasat, North 24 Parganas granted conversion of classification of land to Housing Complex in respect of the Schedule Property in favour of the said Omega Vanijya Private Limited (the Vendor herein).
22. The said Magnolia Infrastructure Development Limited (the Developer herein) in accordance with the said Joint Development Agreement dated 15th April 2016 read with the General Power of Attorney dated 26th April 2016 caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the complex/project and got the said plan sanctioned by the competent authority, being Sanction Memo No. 671/1(4)/BKP-II PS dated 03/12/2021 issued by the Barrackpore-II Panchayat Samiti.
23. The said Magnolia Infrastructure Development Limited (the Developer herein) has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
24. The said Magnolia Infrastructure Development Limited (the Developer herein) in corroboration of the said plan constructed 03 (four) nos. of Ground plus Seven (G+VII) storeyed residential buildings at the Schedule Property, morefully described in the **FIRST SCHEDULE** hereinabove, being known as Block Nos. 13, 14 and 15, consisting of 98 (ninety-eight) nos. of residential flats and also 57 numbers of covered car parking spaces and 12 numbers of others car parking spaces therein, all forming the said Project named **"MAGNOLIA SPORTS CITY"** at the Schedule Property.
25. The Developer has completed the construction of the said Project and obtained the Occupancy Certificate from the competent authority, i.e. Barrackpore – II Panchayet Samiti vide Occupancy Certificate dated _____.
26. Now, the Purchasers herein has approached the Developer for taking conveyance of a residential unit in the Project and in such regard this Deed of Conveyance 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 Amenities and Facilities

AMENITIES (INDOOR)

- Community Hall
- TV Lounge
- Gymnasium
- Creche/Toddler Zone/Indoor Games (Kids)
- Squash Court
- Indoor Games(Adults)
- Swimming Pool with Changing Room
- Aerobics & Yoga Room
- Children’s Park

FACILITIES

- Intercom Network
- Cable TV & Broadband Points
- Power Back Up
- Water Filtration Plant
- 24 Hrs. Security Service & Surveillance System
- 24 Hrs. Water Supply
- Elevators

OUTDOOR

- Landscape Garden
- Children’s Play Zone
- Badminton cum Volley Ball Court
- Tennis Court cum Basket Ball Court
- Mini Football/Cricket Ground
- Durga Puja Arena
- Kabaddi Ground
- Swimming Pool

(PART – II)
(Specifications, Amenities and Facilities)

FOUNDATION		RCC Foundation
SUPERSTRUCTURE		Reinforced Cement Concrete Framed Structure
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/Parryware/similar reputed brand
	WASH BASIN	Jaquar/Parryware/similar reputed brand
FITTINGS	DOOR FRAME	Wooden Frame
	SHUTTER	Flush Door
	WINDOW	Sliding Aluminium Anodized
ELECTRICAL		Concealed Copper Wiring
	POWER SUPPLY	Reputed Modular Switches (Crabtree or equivalent) through WBSEB Network
	GENERATOR	Power backup – 24 x 7
LIFT		Reputed brand
STAIRCASE/LOBBY		Spacious Staircase, elegant lobby and floor corridors with good quality marble/kotastone/granite
WATER SUPPLY		24 x 7 Captive Water Supply

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Apartment)

ALL THAT Apartment No. _____, on the _____ floor, _____ side, having _____ flooring, measuring a carpet area of _____ square feet, more or less, corresponding to built of _____ square feet, more or less, in the Block no. _____, within the residential housing complex/project named "**MAGNOLIA SPORTS CITY**" **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 number right to use medium size _____ (open/covered) car parking space, within the residential housing complex/project named "**MAGNOLIA SPORTS CITY**" **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 owners of the Said Building;
7. Right of use and enjoyment of all the Common Areas.
8. The Common Areas and Facilities can be used by the Transferees and his/her immediate family members only however if a Transferee lets out his/her Flat/Unit, he/she may request a temporary suspension of his/her usage right of the Common Areas and Facilities and permission for usage of the Said Common Areas and Facilities by the tenant under his/her, only during the tenure of the tenancy.

IN WITNESS WHERE OF the Parties hereinabove named have set the irrespctive 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 **OMEGA VANIJYA PRIVATE LIMITED**

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

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

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 _____ only) 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 (in Rs.)
TDS @ 1 % deducted and deposited in compliance with Section 194-IA of the Income Tax Act 1961			
Total (In Rupees):			_____ /-

Identified By:**Name:** _____**Father's Name:** _____**Address:**
_____**Post Office:** _____;**Police Station:** _____**Occupation :** _____;**Phone:** _____

IN WITNESS WHERE OF the Parties hereinabove named have set the irrespctive 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 **OMEGA VANIJYA PRIVATE LIMITED**

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

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

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

[PURCHASERS]

Witnesses:

1.

2.

Magnolia Infrastructure Development Ltd.

Director

