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to registration. The signature sheet/sheets  
& the endorsement sheet/sheets attached  
with this document are the part of this  
document.

Additional District Sub-Registrar  
Rajarat, New Town, North 24-Pgs

17 DEC 2015

### CONVEYANCE

1. Date: 17.12-2015
2. Place: Kolkata
3. Parties

2185

14-10-2015

সংখ্য -  
সন ও তারিখ -  
ফ্রেতার নাম -  
সাকিন -  
স্ট্যাম্প মূল্য -  
ভেতার শ্রী -

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD.  
93, Dr. Suresh Chandra Banerjee Road,  
P.O.+P.S.-Beliaghata, Kolkata-700 010

1800

বারাসাত কোর্ট  
উত্তর ২৪ পরগণা

টি. ভি নং -

স্ট্যাম্প ক্রয়ের তারিখ - 5-10-2015

মোট স্ট্যাম্পের মূল্য - 18000

ট্রেজারী অফিস - বারাসাত

ভেতার শ্রী তাপস কুমার সাহা



15226

Magnolia Infrastructure Development Ltd.

Director

(CUIVER KODDAP)



Additional District Sub-Registry  
Office at New Town, North 24 Pgs.

17 DEC 2015

Tapan Kr Ghosh  
Sudate Banachanan Ghosh  
Bishampur, P.O. Bishampur  
P.S. Rajasahi North 24 Pgs  
Kt. 700135 Business

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3.1 **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (PAN – AAGCM8293C)**, a company incorporated under the Companies Act, 1956, having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Post Office Beliaghata, Police Station: Beliaghata, Kolkata – 700 010, being represented by its Director, **SRI VIVEK PODDAR (PAN:APJPP9042B)**, Son of Sri Milan Poddar, hereinafter referred to as the **VENDOR/TRANSFEROR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators and assigns) of the **FIRST PART**.

AND

3.2 (I) **SRI SOURAV SARAF (PAN – BDFPS9494B), SON OF SRI LOKENATH SARAF**, By Religion: Hindu, By Nationality: Indian, By Occupation: Service;

(II) **SMT. MEENA DEVI SARAF (PAN – AJVPS7512D), WIFE OF SRI LOKENATH SARAF**, By Religion: Hindu, By Nationality: Indian, By Occupation – House Wife; Both residing at **SATYA ENCLAVE, BLOCK-B, FLAT-1E, GOBINDO NIWAS, JYANGRA, POST OFFICE + POLICE STATION – BAGUIATI, KOLKATA – 700 059, WEST BENGAL;**

Hereinafter jointly referred to as the “**PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

{**Vendor/Transferor and Purchaser/s** are hereinafter individually referred to as such or as **Party** and collectively as **Parties**}

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

4. **SUBJECT MATTER OF CONVEYANCE**

4.1 Said Flat: Residential **FLAT NO. 3B**, on the **3<sup>RD</sup> FLOOR**, having super built-up area approximately **1212 (TWELVE HUNDRED AND TWELVE)** square feet super built up area, more or less, in **BLOCK NO. 1** described in **Part I** of the **2<sup>nd</sup> Schedule** below, delineated on **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) **TOGETHER WITH** variable proportionate undivided impartible shares in the common areas in the residential building **MAGNOLIA GALAXY (Said Building)**, forming part of **ALL THAT** piece or parcel of Bastu land measuring **19.50 Decimals** be the same a little more or

less, out of total 38.25 Decimals comprised in RS Hal Dag no 763, under L.R. Khatian No 613 lying and situated at Mouza - **Jamalpara** J.L.No-42, R.S No 124, Touzi No 173, Pargana-Kolkata under Police Station Rajarhat, in the District of North 24 Parganas, presently within the local limits of Bishnupur No. - II Gram Panchayet within the jurisdiction of Additional District Sub - Registrar Office, Bidhan Nagar, Salt Lake City, described in **Part I** of the **1<sup>st</sup> Schedule** below.

- 4.2 **Land Share:** Subject to the provisions of Clause 5.8.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Building.
- 4.3 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**).
- 4.4 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Panchayet, 24 hours water supply, sewage treatment plant, boundary walls, main gates of the Said Complex etc. (collectively **Specified Facilities**). It is clarified that (1) the Vendor/Transferor shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common.
- 4.5 **Said Flat and Appurtenances:** The subject matter of this Conveyance is 4.1, 4.2, 4.3 and 4.4 above, which are collectively described in **Part I** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat and Appurtenances**).

## 5. **BACKGROUND**

- 5.1 **Absolute ownership of Vendor/Transferor:** The Vendor/Transferor has represented to the Purchaser/s that by virtue of the events and in the circumstances mentioned in **Part II** of the **1<sup>st</sup> Schedule** below (**Devolution Of Title**), it is the Vendor /Transferor who is absolutely seized or possessed of the Said Property, free from all encumbrances and the Vendor/Transferor is in peaceful possession thereof. The

Vendor/Transferor got its' name mutated in the L.R. Record of Rights, concerning the said Premises and therefore has the absolute right to dispose of in the manner, the Vendor wishes to.

- 5.2 **Development of the Schedule Property:** With the bonafide intention to develop and commercially exploit the said premises, the Vendor/Transferor proposed to construct a residential building complex known as "MAGNOLIA GALAXY" and thereby, got a building plan sanctioned by the concerned authority for constructing the said complex.
- 5.3 **Sanctioned Plans:** The Vendor/Transferor has got a building plan sanctioned by the Bishnupur Gram Panchayet for construction of the Said Building (**Sanctioned Plans**), which include all sanctioned/permmissible vertical/horizontal extensions and modifications made thereto, if any, from time to time).
- 5.4 **Announcement of Sale:** The Vendor/Transferor has formulated a scheme and announced sale of Units to Purchasers (**Transferees**).
- 5.5 **Application, Allotment and Sale Agreement to and/or with the Purchaser/s:** The Purchaser, intending to be a Transferee, upon full satisfaction of the Vendor/Transferor title and the Vendor/Transferor's authority to sell, applied for purchase of the Said Flat And Appurtenances and the Vendor/Transferor has allotted the same to the Purchasers, who in due course entered into an agreement dated 23<sup>RD</sup> JUNE, 2012 (SAID SALE AGREEMENT) for purchase of the Said Flat And Appurtenances, on the terms and conditions contained therein.
- 5.6 **Construction of Said Building:** The Vendor/Transferor has completed construction of the Said Building.
- 5.7 **Conveyance to Purchaser:** In furtherance of the above, the Vendor/Transferor is completing the sale of the Said Flat and Appurtenances in favour of the Purchaser/s, by these presents, on the terms and conditions contained herein.
- 5.8 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Purchaser/s confirm that the Purchaser/s has/have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.8.1 **Understanding of Scheme by Purchaser:** The undertaking and covenant of the Purchaser that the Purchaser has understood and accepted the under mentioned scheme of development:



- (a) **Development of Said Property:** The Vendor/Transferor intended to develop the entirety of the Said Property in due course and the Purchaser hereby accepted the same and not to, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Building have presently been sanctioned by Bishnupur Gram Panchayet.
- (c) **Extent of Rights:** The rights of the Purchaser is limited to Vendor/Transferor of **(1) the Said Flat (2) the Land Share (3) the Share In Common Portions and (4) the User Rights** in the Specified Facilities and the Purchasers hereby accepts the same and the Purchasers shall not, under any circumstances, raise any claim of Vendor/Transferor to the above including but not limited to claim of Vendor/Transferor on the Specified Facilities or any other component or constituent.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Vendor/Transferor, to accommodate its future plans regarding the Said Property and the Purchaser hereby accepts the same and the Purchasers shall not, under any circumstances, raise any objection or hindrance thereto subject to approval from the relevant sanctioning authority.
- (e) **Only User Rights in Specified Facilities:** The Purchaser shall only have User Rights in the Specified Facilities and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of Vendor/Transferor on any component or constituent of the Specified Facilities.
- (f) **No Land Share in Specified Facilities:** The Specified Facilities which are located in the Said Property shall always be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Purchaser shall not under any circumstances extend to and include such part. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- (g) **Location of Specified Facilities:** The Specified Facilities shall be located within the Said Property. The Land Share being agreed to be transferred to the Purchaser shall only extend to the land underneath the Said Building and not under any circumstances extend to and include any

other part or portion of the Said Property. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.

- 5.8.2 **Satisfaction of Purchaser:** The undertaking of the Purchaser to the Vendor/Transferor that the Purchaser is acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendor/Transferor, right and entitlement of the Vendor/Transferor in the Said Property, the Sanctioned Plans, all background papers, the right of the Vendor/Transferor to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto.
- 5.8.3 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Purchaser to the Vendor/Transferor that the right, title and interest of the Purchaser is confined only to the **Said Flat And Appurtenances** and the Vendor/Transferor is entitled to deal with and dispose of all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Vendor/Transferor, which the Purchaser hereby accept and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 5.8.4 **Extension/Addition:** The undertaking of the Purchaser to the Vendor/Transferor that notwithstanding anything contained in this Conveyance, the Purchaser has no objection and shall under no circumstances have any objection to the Vendor/Transferor(1) extending, modifying and realigning the extent, area, layout and location of the Said Building/the Said Property including the Common Portions and the Specified Facilities (2) modifying the Sanctioned Plans, as may be necessary in this regard and (3) granting to third parties all forms of unfettered and perpetual proportionate right of Vendor/Transferor and use over the Common Portions.
- 5.9 **Undertaking of Purchaser:** The Purchaser further undertakes that in consideration of the Vendor/Transferor conveying the Said Flat and Appurtenances, to the Purchaser and the Purchaser has accepted the above conditions and has granted and shall be deemed to have granted to the Vendor/Transferor and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Property.

## 6. TRANSFER

6.1 **Hereby Made:** The Vendor/Transferor hereby sells, conveys and transfers to and unto the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat, And Appurtenances described in the 2<sup>ND</sup> SCHEDULE below, being:

6.1.1 **Said Flat:** The Said Flat, being Residential FLAT NO. 3B, on the 3RD FLOOR, having an area approximately 1212 (TWELVE HUNDRED AND TWELVE) square feet super built up area, more or less, in BLOCK NO. 1 described in Part I of the 2<sup>nd</sup> Schedule below and delineated on Plan annexed hereto and bordered in colour **Red** thereon **TOGETHER WITH** variable proportionate undivided impartible shares in the common areas, in the Said Building forming part of the Said Complex named **MAGNOLIA GALAXY**, the same being constructed on the Said Property, described in Part I of the 1<sup>st</sup> Schedule below.

6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as is attributable and appurtenant to the Said Flat, subject to the provisions of Clause 5.8.1 above.

6.1.3 **Share In Common Portions:** The Share In Common Portions, being the undivided, impartible, proportionate and variable share and/or interest in the Common Portions, as be attributable and appurtenant to the Said Flat and the Common Portions being described in the 3<sup>rd</sup> Schedule below.

6.1.4 **User Rights in Specified Facilities:** The User Rights in Specified Facilities, being the conditional right, only of user and enjoyment on the Specified Facilities. It is clarified that the Vendor/Transferor shall have absolute right to modify the Specified Facilities.

## 7. CONSIDERATION AND PAYMENT

7.1 **Consideration:** The aforesaid transfer of the Said Flat And Appurtenances is being made by the Vendor/Transferor in consideration of a sum of RS. 22, 72, 500/- (RUPEES TWENTY TWO LACS SEVENTY TWO THOUSANDS FIVE HUNDRED ONLY) paid by the Purchaser to the Vendor/Transferor, receipt of which the Vendor/Transferor hereby and by the **MEMO OF CONSIDERATION** below, admit and acknowledge.



**8. TERMS OF TRANSFER**

8.1 **Title, Sanctioned Plans and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:

- (a) The right, title, interest and authority of the Vendor/Transferor in respect of the Said Property, the Said Building and the Said Flat and Appurtenances;
- (b) The Sanctioned Plans sanctioned by the Bishnupur Gram Panchayet;
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat and the Specified Facilities including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Purchaser has measured the area of the Said Flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Flat and Appurtenances being effected by this Conveyance is:

8.3.1 **Sale:** a sale within the meaning of the **Section 54** of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the 3<sup>rd</sup> **Schedule** below, in common with the other co-owners of the Said Building, including the Vendor/Transferor.

- 8.4 **Subject to:** The transfer of the Said Flat and Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Purchaser regularly and punctually paying costs, expenses, deposits and charges for Gram Panchayet Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat And Appurtenances.
- 8.4.2 **Payment of Maintenance Charge:** the Purchasers regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **4<sup>th</sup> Schedule** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.3 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5<sup>th</sup> Schedule** below.
- 8.4.4 **Observance of Covenants:** the Purchaser/s observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6<sup>th</sup> Schedule** below.
- 8.4.5 **Indemnification by Purchaser/s:** indemnification by the Purchaser/s about the Purchasers faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder as well as under the Said Agreement. The Purchaser agrees to keep indemnified the Vendor/Transferor and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor/Transferor and/or their successors-in-interest by reason of any default of the Purchaser.

9. **POSSESSION**

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat and Appurtenances has been handed over by the Vendor/Transferor to the Purchaser, which the Purchaser admits, acknowledges and accepts.

10. **OUTGOINGS**

- 10.1 **Payment of Outgoings:** All Municipal taxes on the Said Flat And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat And Appurtenances to the Purchaser

(DATE OF POSSESSION), whether as yet demanded or not, shall be borne, paid and discharged by the Vendor/Transferor and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat And Appurtenances from the **Date Of Possession** shall be borne, paid and discharged by the Purchaser.

11. **HOLDING POSSESSION**

11.1 **Purchaser Entitled:** The Vendor/Transferor hereby covenants that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor/Transferor or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Vendor/Transferor.

12. **FURTHER ACTS**

12.1 **Vendor/Transferor to do:** The Vendor/Transferor hereby covenants that the Vendor/Transferor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or successors-in-interest of the Purchasers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Flat And Appurtenances. The Vendor covenants with the Purchasers, their respective heirs, successors, executors, administrators and assigns that it shall at the request and cost of the Purchasers do or execute or caused to be done or executed all lawful acts, deed or things whatsoever for further and more perfecting the title of the Said Flat And Appurtenances or any part thereof sold by these presents; alternatively, the Purchasers shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance singly through a declaration without affecting the right of the Vendor in any manner.

13. **FURTHER CONSTRUCTION**

13.1 **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Vendor/Transferor with right of exclusive transfer and the Purchaser specifically agree

not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Vendor/Transferor shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agree not to do any act, which prevents or hinders such construction subject to approval from the relevant sanctioning authority. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

#### 14. **GENERAL**

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the Said Agreement and/or any other documents executed prior to the date of this Conveyance.
- 14.3 **Facility Manager:** Notwithstanding anything contained in the Said Agreement, it is clarified that the Vendor/Transferor shall hand over management and upkeep of all Common Portions and the Specified Facilities to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Portions and the Specified Facilities (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Purchaser shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchasers and it shall be deemed that the Facility Manager is rendering the services to the Purchasers for commercial considerations (5) subject to the terms and conditions of this Conveyance, the Vendor/Transferor of the Common Portions shall vest in all the residents of the Said Building, represented by the Association and the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the Specified Facilities and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Transferees of the Said Building.

15. **INTERPRETATION**

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**1<sup>ST</sup> SCHEDULE**  
**PART-I**  
**(SAID PROPERTY)**

ALL THAT land admeasuring an area ALL THAT piece or parcel of Bastu land measuring 19.50 Decimals be the same a little more or less, out of total 38.25 Decimals comprised in RS Hal Dag no 763, under L.R. Khatian No 613 lying and situated at Mouza – JAMALPARA, J.L.No-42, R.S No 124, Touzi No 173, Pargana-Kolkata under Police Station Rajarhat, in the District of North 24 Parganas, presently within the local limits of Bishnupur No. - II Gram Panchayet within the jurisdiction of Additional District Sub-Registrar Office, Bidhan Nagar, Salt Lake City, more fully described in the **Schedule** below **TOGETHER WITH** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property.

**PART-II**  
**(DEVOLUTION OF TITLE)**

**OWNERSHIP OF THE PLOT BY MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD.:**

WHEREAS one Vanupada Naskar was the absolute owner of Danga land measuring 38.25 Decimals (as share 0.5625), out of 68 Decimals comprised in R.S Hal Dag No. 763, under L.R. Khatian No 613 lying and situated at MOUZA - JAMALPARA J.L no. - 42, R.S No. - 124, Touzi No 10, Pargana-Kolkata,



under Police Station Rajarhat, in the District of North 24 Parganas, morefully and particularly described in the First Schedule written hereinabove.

**WHEREAS** the said Vanupada Naskar died intestate leaving behind him surviving his wife Shanti Bala Naskar and three sons namely Sri Sridhar Naskar, Sri Adhar Naskar, and Sri Gunadhar Naskar, the vendors herein were absolute owner of 1407 share each share as his legal heirs under Hindu Succession Act 1956.

**WHEREAS** the said Shanti Bala Naskar, Sri Sridhar Naskar, Sri Adhar Naskar and Sri Gunadhar Naskar the previous vendors herein are the absolutely seized and possessed of and or otherwise well and sufficiently entitled to the property and absolute estate of inheritance in fee simple in possession to the portion of the said land hereditaments containing an area of 38.25 (Thirty eight point two five) decimals out of 68 decimals, comprised in R.S. Hal Dag No. 763, under L.R. Khatian No 613 lying and situated at Mouza - Jamalpara J.L. No. - 42, R.S. No. 124, Touzi No 10, Pargana - Kolkata under Police Station Rajarhat, in the District of North 24 Parganas.

**WHEREAS** the said previous owner Shanti Bala Naskar, Sri Sridhar Naskar, Sri Adhar Naskar and Sri Gunadhar Naskar the vendors herein for the need of money and for the financial difficulties have agreed to sale ALL THAT piece or parcel of Danga land measuring 19.50 Decimals be the same a little more or less, out of total 38.25 Decimals comprised in RS Hal Dag no 763, under L.R. Khatian No 613 lying and situated at Mouza - Jamalpara J.L.No-42, R.S No 124, Touzi No 10, Pargana-Kolkata under Police Station Rajarhat, in the District of North 24 Parganas.

**WHEREAS** one Madan Naskar was the absolute owner of Danga land measuring 3 Decimals comprised in R.S Hal Dag No. 763, under L.R. Khatian No. 778 lying and situated at **MOUZA – JAMALPARA**, J.L No. - 42, R.S No. - 124, Touzi No. 10, within the local limits of Rajarhat Bishnupur No. II, Gram Panchayat, under Police Station: Rajarhat, within the jurisdiction of Additional District Sub-Registrar Office, Bidhan Nagar, Salt Lake City, District – North 24 Parganas, morefully and particularly described in the First Schedule written hereinabove.

**WHEREAS** the said previous owners while seized and possessed of and/or otherwise well and sufficiently entitled to the said property/premises measuring an area of **19. 50 DECIMALS** be the same a little more or less, i.e., 16.50 Decimals out of total 38.25 Decimals more or less by and through a registered Deed of Conveyance dated 23<sup>rd</sup> February, 2012 and another 3 Decimal of land, be a little more or less by and through a registered Deed of Conveyance dated 4<sup>th</sup> March, 2013 sold, transferred,

conveyed and assigned the said premises in favour of **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD.** for the consideration therein mentioned. The said deeds were registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City in Book no. 1 CD Volume no. 3, and Pages from 15724 to 15743 and being no. 02228 for the year 2012 and in the office of the Additional District Sub-Registrar, Rajarhat in Book No. 1, CD Volume no. 4, Pages 9378 – 9395 and being no. 02722 for the year 2013 respectively.

Whereas in the premises aforesaid, the Vendor herein became the absolute owners of the said premises recorded their names in the concerned local authorities and while seized and possessed of and/or otherwise well and sufficiently entitled to the same decided to commercially exploit the said premises by constructing a multi-storied building on the land of the said premises as per the sanctioned building plan.

The Vendor herein with that object submitted a building plan to the concerned Rajarhat Bishnupur II no. Gram Panchayet for construction of **2 NOS.** of **(G + 4)** storied building on the land of the said premises namely Magnolia Galaxy.

**2<sup>ND</sup> SCHEDULE**  
**(SAID FLAT AND APPURTENANCES)**

Residential **FLAT NO. 3B.** on the **3RD FLOOR**, having super built up area approximately **1212 (TWELVE HUNDRED AND TWELVE) Square Feet** super built up area, more or less, in **BLOCK NO. 1** of the residential complex named **MAGNOLIA GALAXY** constructed on the Said Property, more fully described in the **1<sup>ST</sup> Schedule** here above. The layout of Said Flat is delineated on the **Plan** attached hereto and bordered in colour **Red** thereon.

**TOGETHER WITH** the Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property described in **Part I** of the **1<sup>ST</sup> Schedule** above, as is attributable to the Said Flat

**AND TOGETHER WITH** the Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>RD</sup> Schedule** below, as is attributable to the Said Flat

**AND ALSO TOGETHER WITH** the User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Vendor/Transferor for common benefit and utilization of all or specified portions of the Said Property, subject to the terms and conditions contained in this Conveyance.

**3<sup>RD</sup> SCHEDULE**  
**(COMMON PORTIONS AND FACILITIES)**

1. Stair case on the entire floors, ground to roof and lift.
2. Common passage and lobby on the ground floor and a resident's club on the roof. Club shall comprise of community hall, gym and indoor games room.
3. Water pump, water tank, water pipes plumbing installations and other common etc.
4. Drainage and sewerage.
5. Boundary walls and main gates.
6. Such other user and occupancy of the unit common and as are such other common parts/areas.
7. Equipments installation fixtures for passage to usual user and occupancy of the unit common and as are specified expressly to be the common parts of the building.
8. Durwan or caretakers room.

**4<sup>TH</sup> SCHEDULE**  
**(COMMON EXPENSES/MAINTENANCE CHARGE)**

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries/wages of all persons employed for the above purpose.
3. Insurance premium of insuring that building against earthquake fires, lighting, mob damage, civil commotion etc.
4. All charges and damages for occupiers for common utilities.
5. Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.
6. Cost and charges of establishments for maintaining of the land building and watch and ward staff and lift.
7. All litigation expenses incurred for maintaining the office for common purposes.
8. The office expenses and outgoing as are deemed by the owners to be necessary or incidental for the regulating interest right of the purchaser.
9. All other expenses and outgoing as are deemed by the owners to be necessary or incidental for the regulating interest right of the purchaser.

**5<sup>TH</sup> SCHEDULE**  
**(STIPULATIONS)**

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

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Property including the other Units and the Common Portions;
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building by other and/or others thereof;
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions 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 48 (forty eight) hours prior notice in writing to the persons affected thereby;
6. **Access to Common Roof:** Right of access to the Common Roof;
7. **Right over Specified Facilities:** Right of use and enjoyment of the Specified Facilities.

**6<sup>TH</sup> SCHEDULE**  
**(COVENANTS)**

*Note: For the purpose of this Schedule, the expression Vendor/Transferor shall include the Association/the Apex Body, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Purchasers elsewhere in this Conveyance.*

1. **Purchaser Aware of and Satisfied with Said Complex and Construction:** The Purchaser is fully satisfied and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the Common Portions, the Specified Facilities, the User Rights and all other ancillary matters and also further waives the right, if any, to do so. The Purchasers have examined and is acquainted with the Said Building to the extent already constructed and to be further constructed and has agreed that the Purchasers shall neither have nor shall claim any right over any portion of the Said Building/the Said Property **save and except** the Said Flat And Appurtenances.
2. **Purchaser/s to Pay Rates & Taxes:** Subject to the provisions of Clause 8.4.1 above, the Purchaser shall pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Purchaser), on the basis of the bills to be raised by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation)/the Bishnupur Gram Panchayet, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the aforesaid bills.
3. **Purchaser to Pay Maintenance Charge:** Subject to the provisions of Clause 8.4.2 above, the Purchaser shall pay the Maintenance Charge on the basis of the bills to be raised by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admit and accept that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
4. **Purchaser to Pay Interest for Delay and/or Default:** The Purchasers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the



Apex Body (upon formation), within 7 (SEVEN DAYS) of presentation thereof, failing which the Purchasers shall pay interest @ 2% (TWO PERCENT) per month or part thereof, compoundable monthly, from the date of default till the date of payment, to the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), as the case may be. The Purchasers also admits and accepts that in the event such bills remain outstanding for more than 2 (TWO) MONTHS, all common services shall be discontinued to the Purchasers and the Purchasers shall be disallowed from using the Specified Facilities.

5. **Vendor/Transferor's Charge/Lien:** The Vendor/Transferor shall have the first charge and/or lien over the Said Flat and Appurtenances for all amounts due and payable by the Purchasers to the Vendor/Transferor provided however if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Vendor/Transferor shall stand extinguished on the financial institution clearing all dues of the Vendor/Transferor.
6. **No Obstruction by Purchasers to Further Construction:** The Vendor/Transferor is entitled to construct further floors on and above the top roof of the Said Building and/or to make other constructions elsewhere in the Said Complex/the Said Property subject to approval from the relevant sanctioning authority and without hampering the Purchaser's interest with respect to the said flat and the appurtenances and the Purchasers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchasers due to and arising out of the said construction/developmental activity. The Purchasers also admits and accepts that the Vendor/Transferor and/or employees and/or agents and/or contractors of the Vendor/Transferor shall be entitled to use and utilize the Common Portions and the Specified Facilities for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
7. **No Rights of or Obstruction by Purchasers:** All open areas in the Said Property proposed to be used for Covered Car parking spaces do not form part of the Common Portions within the meaning of this Conveyance and the Vendor/Transferor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
8. **Variable Nature of Land Share and Share In Common Portions:** The Purchaser fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building (2) the Purchaser shall not demand refund of any amount from the Consideration paid by the Purchasers on the ground of or by reason of any variation of the Land Share and the Share In Common Portions (3) the Land Share and the Share In Common Portions are not divisible and partible and the Purchaser shall accept (without demur) the

proportionate share with regard to various matters, as be determined by the Vendor/Transferor, in its absolute discretion.

9. **Purchaser to Participate in Formation of Association:** Subject to the 4<sup>th</sup> Schedule above, the Purchaser admits and accepts that the Purchasers shall join the Association and shall become a member thereof with voting rights. In this regard, the Purchasers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required by the Vendor/Transferor. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions, the Said Building and the Specified Facilities. Each transferee will be entitled to cast a vote irrespective of his/her/its size of Unit. The Association shall form a common maintenance body with all similar associations for supervision of maintenance of the Specified Facilities (**Apex Body**).
10. **Obligations of Purchaser:** The Purchaser shall:
- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Property, the Common Portions and the Specified Facilities by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body, as applicable.
  - (b) **Observing Rules:** observe the rules framed from time to time by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation for the beneficial common enjoyment of the Said Building, the Said Property, the Common Portions and the Specified Facilities.
  - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities.
  - (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat And Appurtenances only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor/Transferor or to the other Transferees. The main electric meter shall be installed only at the common meter space in the Said Building. The Purchasers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property and outside walls of the Said Building save in the manner indicated by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body

(upon formation). The Vendor/Transferor shall endeavor to provide TV cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Purchasers.

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Purchasers use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Flat to be used as a religious establishment, guest house, serviced apartment, mess, chummary, hostel, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **Maintenance of Said Flat:** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installation, doors, windows, glass panes etc. inside the Said Flat at the expense of the Purchaser.
- (g) **Use of Facilities by Visitors/Workers:** ensure that the visitors/working persons to the Said Flat shall use the facilities of washrooms/common toilets and shall also ensure that the washrooms/common toilets are kept dry and clean.
- (h) **Use of Spittoons/Dustbins:** use the spittoons/dustbins placed at various places.
- (i) **No Alteration:** not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Flat, the Said Building. In the event the Purchasers makes the said alterations/changes, the Purchasers shall compensate the Vendor/Transferor or the Association (upon formation)/the Apex Body (upon formation), as the case may be, as estimated by the Vendor/Transferor/the Association (upon formation)/the Apex Body (upon formation), for restoring it to its original state.
- (j) **No Structural Alteration and Prohibited Installation:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Purchasers shall install any dish-antenna on such part of the Said Building as to be stipulated by the Vendor/Society/Association to be formed. The Purchasers shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Vendor/Transferor, it being clearly understood by the Purchasers that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchaser shall install the out-door unit of the same either inside the Purchaser's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge

and at no other place. The Purchaser accepts that the aforesaid covenants are for maintaining uniformity and aesthetic beauty of the Said Building, which is beneficial to all.

- (k) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (l) **No Changing Name:** not change/alter/modify the names of the Said Building from those mentioned in these presents.
- (m) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Parking Space or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Building and/or the neighboring properties.
- (n) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.
- (o) **No Obstruction to Vendor/Transferor or Facility Manager/Association/Apex Body:** not obstruct the Vendor/Transferor or the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Vendor/Transferor in constructing on other portions of the Said Building and/or the Said Property and selling or granting rights to any person on any part of the Said Building/the Said Property (excepting the Said Flat).
- (p) **No Obstruction of Common Portions/Specified Facilities:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and Parking Space.
- (q) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Vendor/Transferor or the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.
- (r) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities save at the places indicated therefor.

- (s) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space or the Common Portions and the Specified Facilities.
- (t) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space **EXCEPT LPG** Cylinder (in the Said Flat).
- (u) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/the Said Building/the Said Property **save** at the place or places provided therefor **provided that** this shall not prevent the Purchasers from displaying the standardized name plate outside the main door of the Said Flat.
- (v) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (w) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space.
- (x) **No Use of Machinery:** not install or operate any machinery or equipment except usual home appliances
- (y) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (z) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Purchasers and/or family members, invitees or servants of the Purchasers, the Purchasers shall compensate for the same.
- (aa) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
- (bb) **No Smoking in Public Place:** not smoke in public places inside the Said Complex which is strictly prohibited and the Purchasers and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.
- (cc) **No Plucking Flowers:** not pluck flowers or stems from the gardens, plants.



- (dd) **No Littering:** not throw or allow to be thrown litter on the grass planted within the Said Complex.
- (ee) **No Trespassing:** not trespass or allow to be trespassed over garden, lawns (wherever restricted) and green plants within the Said Complex.
- (ff) **No Overloading Lifts:** not overload the passenger lifts and shall move goods only through the staircase of the Said Building.
- (gg) **No Use of Elevators in Case of Fire:** not use the elevators in case of fire.
- (hh) **No Covering of Common Portions, Specified facilities etc.:** not cover the Common Portions or the Specified Facilities, fire exits, balconies of the Said Flat.
11. **No Objection to Construction:** The Purchasers have accepted the scheme of the Vendor/Transferor to construct on other portions of the Said Building/the Said Property /adjacent properties and hence the Purchasers have no objection to the continuance of construction in the Said Building/the Said Property/adjacent properties, even after the Date Of Possession. The Purchaser shall not raise any objection to any inconvenience that may be suffered by the Purchasers due to and arising out of the said construction activity.
12. **Notification Regarding Letting:** If the Purchaser lets out or sells the Said Flat And Appurtenances, the Purchasers shall immediately notify the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) of the tenant's/transferee's address and telephone number.
13. **No Right in Other Areas:** Save and except the User Rights, the Purchaser shall not have any right in the other portions of the Said Building/the Said Property and the Purchasers shall not raise any dispute or make any claim with regard to the Vendor/Transferoreither constructing or not constructing on the said other portions of the Said Property/the Said Complex.

16. EXECUTION AND DELIVERY

16.1 IN WITNESS WHEREOF the Parties have executed and delivered this Conveyance on the date mentioned above.

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED

Magnolia Infrastructure Development Ltd.

Director

\_\_\_\_\_  
(DIRECTOR, SRI VIVEK PODDAR)  
[VENDOR/TRANSFEROR]

DRAFTED BY ME:

*Anjan K. Mondal*  
ADVOCATE  
Barabati Judges Court  
WB/798/1995

WITNESSES:

1. *Tapanku Ghosh*  
*fish market*
2. *Souvik Brahma*  
*A.P. Nagar(N), Sonarpur - 150.*

✓  
✓

**MEMO OF CONSIDERATION**

Received from the within named Purchaser the within mentioned sum of **22, 72, 500/- (RUPEES TWENTY TWO LACS SEVENTY TWO THOUSANDS FIVE HUNDRED ONLY)** towards full and final payment of the Consideration for the Said Flat And Appurtenances described in Part II of the 2<sup>nd</sup> Schedule above.

<u>CHO/DD/RTGS/NEFT</u> DL	<u>CHO/DD/RTGS/NEFT</u> NO.	<u>BANK</u>	<u>AMOUNT (IN RS.)</u>
06/06/2012	004568	INDUSIND BANK	113625.00
23/06/2012	004570	INDUSIND BANK	100000.00
21/06/2012	004569	INDUSIND BANK	240875.00
28/02/2013	017328	UNITED BANK OF INDIA	227250.00
15/01/2014	273367	UNITED BANK OF INDIA	227250.00
22/02/2014	283219	UNITED BANK OF INDIA	227250.00
27/03/2014	291896	UNITED BANK OF INDIA	227250.00
30/04/2014	000082	UNITED BANK OF INDIA	227250.00
09/06/2014	000307	UNITED BANK OF INDIA	227250.00
31/07/2014	000540	UNITED BANK OF INDIA	113625.00
19/03/2015	001746	UNITED BANK OF INDIA	113625.00
15/09/2015	641942	AXIS BANK LTD.	113625.00
10/12/2015	843317	AXIS BANK LTD.	113625.00
		TOTAL	22, 72, 500/-

Magnolia Infrastructure Development Ltd.  
MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED

Director

(DIRECTOR, SRI VIVEK PODDAR)  
[VENDOR/TRANSFEROR]

**WITNESSES:**

SIGNATURE Tapan K. Ghosh

NAME TAPAN KUMAR GHOSH

SIGNATURE Souvik Brahma












NAME SOUVIK BRAHMA

**IDENTIFIED BY:**

TAPAN KUMAR GHOSH  
SON OF LATE PANCHANAN GHOSH  
BISHNUPUR, POST OFFICE - RAJARHAT  
BISHNUPUR, RAJARHAT, DISTRICT - NORTH 24 PARGANAS, PIN - 700 135  
WEST BENGAL, INDIA

SIGNATURE OF THE  
PRESENTANT/  
EXECUTANT/SELLER/  
BUYER/CAIMENT  
WITH PHOTO












UNDER RULE 44A OF THE I.R. ACT 1908  
N.B. - LH BOX- SMALL TO THUMB PRINTS  
R.H. BOX- THUMB TO SMALL PRINTS

 S	LH					
	RH.					

SOURAV SARAF

ATTESTED :-












SARAF

 Meena	LH					
	RH.					

MEENA DEVI SARAF

ATTESTED :-

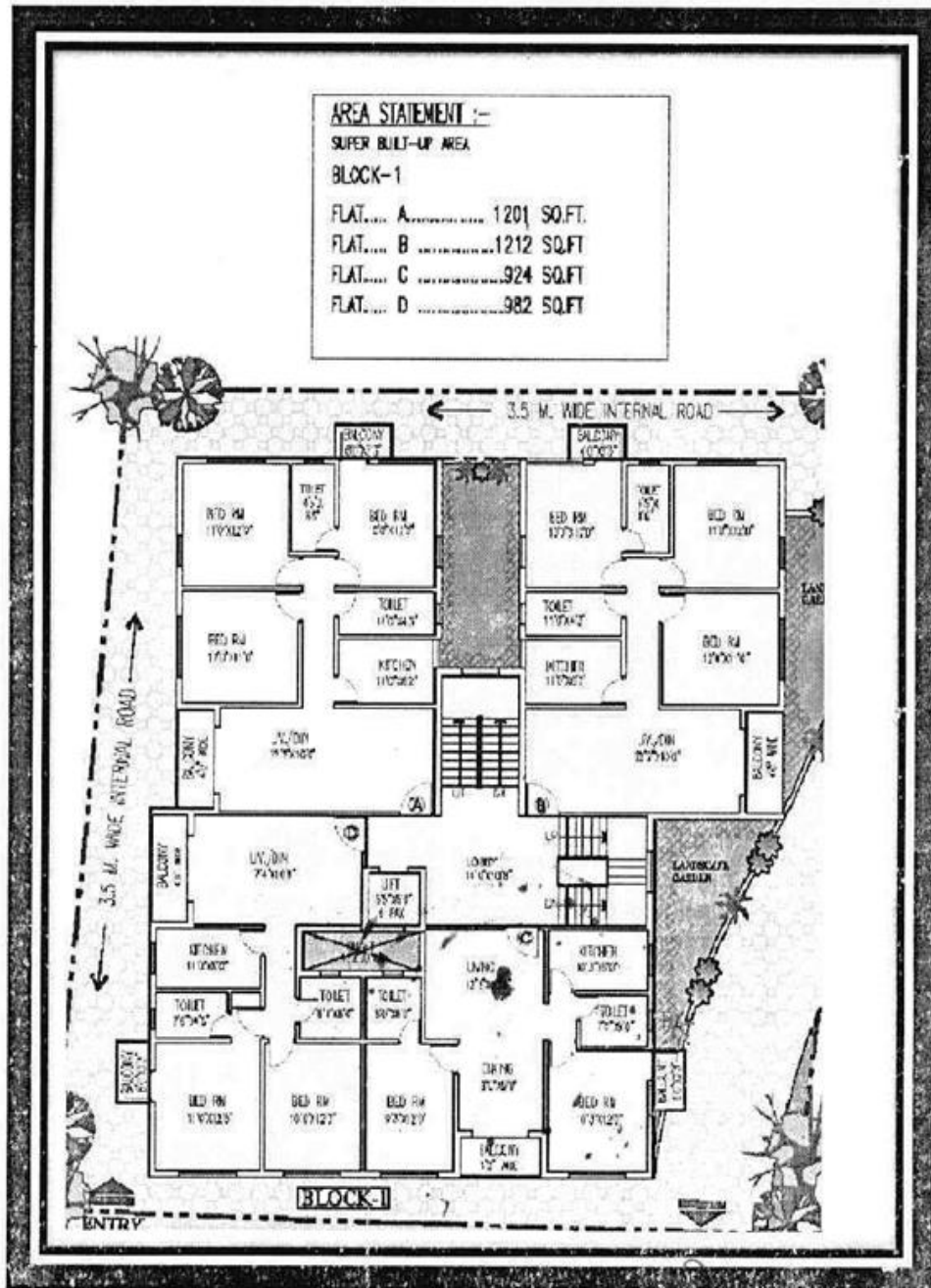
Meena Devi Saraf

 H	LH					
	RH.					

ATTESTED :-

H

**LAYOUT DESIGN OF  
FLAT NO. 3B, 3RD FLOOR, ADMEASURING 1212 SQ. FT. SBA,  
BLOCK NO. 1, MAGNOLIA GALAXY**



Magnolia-Infrastructure Development Ltd.

Director





## Seller, Buyer and Property Details

### A. Seller & Buyer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Shri VIVEK PODDAR 93, Dr.Suresh Chandra Banerjee Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010

Seller Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED 93, Dr.Suresh Chandra Banerjee Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 PAN No. AAGCM8293C,; Status : Organization; Represented by representative as given below:-
1(1)	Shri VIVEK PODDAR 93, Dr.Suresh Chandra Banerjee Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APJPP9042B,; Status : Representative; Date of Execution : 17/12/2015; Date of Admission : 17/12/2015; Place of Admission of Execution : Pvt. Residence

Buyer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Shri SOURAV SARAF Son of Shri LOKENATH SARAF Satya Enclave, Block-B, Flat-1E, Gobindo Niwas, Jy, P.O:- Baguiati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. BDFPS9494B,; Status : Individual
2	Smt MEENA DEVI SARAF Wife of Shri LOKENATH SARAF Satya Enclave, Block-B, Flat-1E, Gobindo Niwas, Jy, P.O:- Baguiati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AJVPS7512D,; Status : Individual

## B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Shri TAPAN KUMAR GHOSH Son of Late PANCHANAN GHOSH Bishnupur, P.O:- Rajarhat Bishnupur, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Shri VIVEK PODDAR	

## C. Transacted Property Details

Apartment Details						
Sch No.	Location of Apartment	Plot No/Zone	Floor Area	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Jamalpara, , Floor No: 3	LR Plot No: 763, Khatian No: 00613,	Super built-up area: 1212	22,72,500/-,	33,93,600/-	Apartment Type: Flat/Apartment, Residential Use, Floor Type: Tiles, Age of Flat: 0 Year, ,Property is on Road Other Amenities: ,Lift Facility

Transfer of Property from Seller To Buyer						
Sch No.	Name of the Seller	Name of the Buyer	Relationship of Seller and Buyer (Within Family ?)	Transferred Area	Transferred Area in(%)	Share in Market Value (in Rs.)
A1	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED	Shri SOURAV SARAF	N	606 Sq Ft	50	16,96,800/-
	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED	Smt MEENA DEVI SARAF	N	606 Sq Ft	50	16,96,800/-

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	SOURAV SARAF
Address	Satya Enclave, Block-B, Flat-1E, Gobindo Niwas, Jyangra, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700059
Applicant's Status	Buyer/Claimant

Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152313618 / 2015

Query No/Year	15230001039645/2015	Serial no/Year	1523014149 / 2015
Deed No/Year	I - 152313618 / 2015		
Transaction	[0101] Sale, Sale Document		
Name of Presentant	Shri VIVEK PODDAR	Presented At	Private Residence
Date of Execution	17-12-2015	Date of Presentation	17-12-2015

Remarks

On 11/12/2015

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 33,93,600/-



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 17/12/2015

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 10:57 hrs on : 17/12/2015, at the Private residence by Shri VIVEK PODDAR ,.

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 17/12/2015 by

Shri VIVEK PODDAR DIRECTOR, MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED, 93, Dr.Suresh Chandra Banerjee Road, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010

Indetified by Shri TAPAN KUMAR GHOSH, Son of Late PANCHANAN GHOSH, Bishnupur, P.O: Rajarhat Bishnupur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 37,337/- ( A(1) = Rs 37,323/- ,E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 37,337/-

Description of Draft

1. Rs 37,337/- is paid, by the Draft(8554) No: 159109000428, Date: 07/12/2015, Bank: STATE BANK OF INDIA (SBI), BIKASH BHVN GOVT CMPL.

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 1,69,700/- and Stamp Duty paid by Draft Rs 1,69,700/-, by Stamp Rs 100/-

#### Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 2182, Purchased on 14/10/2015, Vendor named T K Saha.

#### Description of Draft

1. Rs 1,69,700/- is paid, by the Draft(8554) No: 159108000428, Date: 07/12/2015, Bank: STATE BANK OF INDIA (SBI), BIKASH BHVN GOVT CMPL.



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 152313618 for the year 2015.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2015.12.28 12:32:00 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 28-12-2015 12:32:00  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)