

## **DEED OF CONVEYANCE**

**THIS** DEED OF CONVEYANCE ("**Conveyance**") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**BY AND BETWEEN**

**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) 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 **"VENDOR-CUM-DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns of the **ONE PART**).

**AND**

**(1)** \_\_\_\_\_, (PAN: \_\_\_\_\_), (AADHAAR No. \_\_\_\_\_), by nationality Indian, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN- \_\_\_\_\_, Post Office: \_\_\_\_\_, Police Station: \_\_\_\_\_ and **(2)** \_\_\_\_\_, (PAN: \_\_\_\_\_), (AADHAAR No. \_\_\_\_\_), by nationality Indian, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN- \_\_\_\_\_, Post Office: \_\_\_\_\_, Police Station: \_\_\_\_\_, hereinafter called the **"PURCHASERS"** (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

## **DEFINITIONS:**

For the purpose of this Conveyance, unless the context otherwise requires:

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

## **NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

### **1. BACKGROUND:**

- 1.1 The Vendor-Cum-Developer is the sole and absolute owner in respect of the **SCHEDULE PROPERTY**, morefully described in the **FIRST SCHEDULE** hereunder, which the Vendor-Cum-Developer 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 Vendor-Cum-Developer 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 Vendor-Cum-Developer 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 Vendor-Cum-Developer being seized, possessed and well sufficiently entitled to the Schedule Property has converted the same into a 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 Srijana, Block - 5, 6"** (hereinafter referred as the **"Project"**) for the consideration and subject to the terms and conditions contained therein.
- 1.4 **WHEREAS** the Schedule Property (as also Added Area as and when purchased, if any), are earmarked for the purpose of building an integrated building complex as the Project. The buildings being part of the Project being constructed/has been constructed, on the existing quantum of the Schedule Property, as of now, (excluding any Added Area, if any) is comprised of residential apartments and also other spaces and common areas along with common amenities and facilities, comprised in numbers of building/blocks being constructed/to be constructed in several phases (hereinafter referred as the **"Complex"**).
- 1.5 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within Schedule Property (as defined below) being constructed and the others are to be situated in other parts of the Complex and/or the Project to be built in the different phases of the Complex/Project on the 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 available for use in common by all the purchasers of the Complex and/or the Project are given in **PART – I** of the **THIRD SCHEDULE** hereunder written (hereinafter collectively referred as the "**Common Areas**").

- 1.6 **WHEREAS** the Vendor-Cum-Developer caused a plan of the Complex prepared by the architects so appointed by them presently for the construction only of the Complex and got the said plan sanctioned by the competent authority, being Sanction Plan No. \_\_\_\_\_ dated \_\_\_\_\_. (hereinafter referred as the "**SAID PLAN**").
- 1.7 **WHEREAS** the Schedule Property, morefully described in the **FIRST SCHEDULE** hereto (the "**SCHEDULE PROPERTY**") is being/has been developed by construction of nos. of buildings (blocks \_\_\_\_ to \_\_\_\_\_), all comprised within the Complex comprising \_\_\_\_\_ number of flats.
- 1.8 **WHEREAS** the Vendor-Cum-Developer has completed the construction of the said Building and obtained the Completion Certificate from the competent authority vide Completion Certificate No. \_\_\_\_\_, dated \_\_\_\_\_.
- 1.9 **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, \_\_\_\_\_ side, having \_\_\_\_\_ flooring, measuring a carpet area of \_\_\_\_\_ square feet, more or less, corresponding to super built-up area of \_\_\_\_\_ square feet, more or less, in the Block named \_\_\_\_\_ (hereinafter referred as the "**Building**"), within the residential housing complex/project named "**MAGNOLIA SRIJANA, BLOCK - 5, 6**" along with \_\_\_\_\_ number of \_\_\_\_\_ car Parking measuring \_\_\_\_\_ square feet, more or less, as permissible under applicable law and

of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **PART-I** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project (morefully collectively described in the **FOURTH SCHEDULE** hereunder written and collectively the said **"APARTMENT"**) and a floor plan showing the Apartment in **"RED"** border thereon is annexed hereto and marked as **"ANNEXURE-A"** and the Parties have entered into an Agreement for Sale dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ (hereinafter referred as **"Said Agreement"**) in this regard.

- 1.10 **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.
- 1.11 **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.
- 1.12 **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 Vendor-Cum-Developer for use and enjoyment by such other co-owners and/or third parties, as the case may be.

- 1.13 **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.
- 1.14 **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 Vendor-Cum-Developer hereby agrees to sell and the Purchasers hereby agrees to purchase the said Apartment, as specified in the manner mentioned below.
2. **Transfer Hereby Made** the Vendor-Cum-Developer hereby sells, conveys and transfers 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, \_\_\_\_\_ side, having \_\_\_\_\_ flooring, measuring a carpet area of \_\_\_\_\_ square feet, more or less, corresponding to super built-up area of \_\_\_\_\_ square feet, more or less, in the Block named \_\_\_\_\_, within the residential housing complex/project named **"MAGNOLIA SRIJANA, BLOCK - 5, 6"**, along with \_\_\_\_\_ number of \_\_\_\_\_ car Parking measuring \_\_\_\_\_ square feet, more or less, as permissible under applicable law and of/together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **PART-I** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project and a floor plan showing the Apartment in **"RED"** border thereon is annexed hereto and marked as **"ANNEXURE-A"**

3. **Consideration and Payment:** The aforesaid transfer of the said Apartment is being made by the Vendor-Cum-Developer in consideration of the Total Price (defined below), i.e. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) paid by the Purchasers to the Vendor-Cum-Developer, receipt of which the Vendor-Cum-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 Vendor-Cum-Developer hereby sells 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 carpet area of the Apartment, i.e. Rs. \_\_\_\_\_/- **(Rupees \_\_\_\_\_ Only)** (the "**TOTAL PRICE**").

- 4.2 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	<b>Unit Price:</b> a) Cost of Apartment/unit b) Cost of exclusive balcony or verandah areas c) Cost of Open Terrace areas d) Proportionate cost of Common Areas. with external wall thickness	[Please specify square feet rate]	[Please specify total]



	etc.		
	<p>e) covered independent/covered dependent parking/open independent/ open dependent parking/basement independent/basement dependent/ Mechanical car parking/ Two wheeler Parking</p> <p style="text-align: center;">Sub-Total</p>		
B.	<p>Other Charges:</p> <p>(a) Proportionate share of costs, charges and expenses of Generator Rs. _____/- per KVA for (___ KVA for __BHK and ___ KVA for __BHK)</p> <p>(b) Proportionate share of installation of Transformer and electricity charges calculated @ Rs____/- per sq. ft.</p> <p>(c) Contribution for becoming Member of the Association.</p> <p>(d) Legal/documentation Charges per Apartment. Documentation charges exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Purchasers at actuals</p> <p>(e) Club Charges per Apartment calculated @ Rs. _____/- per Sq. ft.</p> <p>(f) Interest Free advance common area maintenance charges for _____ months @ Rs. _____/- per Sqft of carpet area of the Apartment to be paid as per notice of possession.</p> <p style="text-align: center;">Sub-Total</p>	<p>(a) _____</p> <p>(b) _____</p> <p>(c) Rs. _____/- (Rupees _____) only</p> <p>(d) Rs _____/- (Rupees _____) only</p> <p>(e) _____</p> <p>(f) _____</p>	
C	Total GST (Goods and Service Tax)		
	<b>Total Price (A + B+C)</b>		

4.2.1 In addition to the aforesaid Total Price, the following charges has been paid at actuals/or as mentioned by the Vendor-Cum-Developer:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals;
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund @ Rs. \_\_\_\_\_/- per sq. ft. of Unit Carpet area amounting to Rs \_\_\_\_\_.

4.2.2 The Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

4.2.3 The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Vendor-Cum-Developer in the name of such body as maybe so constituted by the Vendor-Cum-Developer.

4.2.4 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Vendor-Cum-Developer towards the Apartment.

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Vendor-Cum-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 Vendor-Cum-Developer, (by whatever name called) up to the date of handing over the possession of the Apartment to the Purchasers and the Project/Complex to the association of the flat owners or the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
  - (iii) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned hereinabove and includes cost for providing all other facilities, amenities and specifications provided within the Apartment and the Project.
- 4.3 The Vendor-Cum-Developer has not made any additions and/or alterations in the sanctioned plan of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part-II** of the **THIRD SCHEDULE** herein (which is in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Purchasers, as per the provisions of the Act, provided a few minor changes or alteration are as per the provisions of the Act.
- 4.4 The Vendor-Cum-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 Vendor-Cum-Developer. The Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Vendor-Cum-Developer, right and entitlement of the Vendor-Cum-Developer in the Said Property, the Sanctioned Plan, all background papers, the right of the Vendor-Cum-Vendor-Cum-Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchasers and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.

4.5 The Vendor-Cum-Developer agrees and acknowledges, that the Purchasers shall have the right to the Apartment as mentioned below:

4.5.1 The Purchasers shall have exclusive ownership of the Apartment;

4.5.2 The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Vendor-Cum-Developer 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 Vendor-Cum-Developer (without affecting the rights of the Purchasers, prejudicially) to accommodate its future plans regarding the Schedule Property and/or the Project/Complex and the Purchasers hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- 4.5.5 The Purchasers shall only have user rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas of the Project/Complex.
- 4.5.6 The computation of the price of the Apartment also includes the cost of the covered independent/covered dependent parking/open independent/dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Vendor-Cum-Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.
- 4.6 It is made clear by the Vendor-Cum-Developer and the Purchasers agree that the Apartment (along with the covered independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Vendor-Cum-Developer 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 Vendor-Cum-Developer have paid all outgoing before transferring the physical possession of the apartments to the Purchasers, which the Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer.

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**).

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 Vendor-Cum-Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor-

Cum-Developer and/or their successors-in-interest by reason of any default of the Purchasers.

5. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Purchasers have seen, inspected and accepted the said Apartment, the completion certificate/ occupancy certificate and also the floor plan as also shown in **Annexure-A** and also the specifications, amenities and facilities of the Apartment/Project as mentioned in the **Part-II** of the **THIRD SCHEDULE** hereto and have accepted the same which has been approved by the competent authority.

6. **POSSESSION OF THE APARTMENT:**

6.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Apartment has been handed over by the Vendor-Cum-Developer to the Purchasers, which the Purchasers admit, acknowledge and accept.

6.2 **Possession by the Purchasers-** The Vendor-Cum-Developer covenants with the Purchasers to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers (upon formation) or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Purchasers formed in the manner provided in the said Act.

7. **Compensation:** The Vendor-Cum-Developer 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 VENDOR-CUM-DEVELOPER:** The Vendor-Cum-Developer hereby represents and warrants to the Purchasers as follows:

- (i) The Vendor-Cum-Developer has absolute, clear and marketable title with respect to the Schedule Property; and the Vendor-Cum-Developer has the requisite rights to carry out development upon the Schedule Property and the Vendor-Cum-Developer is having absolute, actual, physical and legal possession of the Schedule Property and the Vendor-Cum-Developer is having permissive possession of the Schedule Property for construction and development of the Project/Complex;
- (ii) The Vendor-Cum-Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Complex;
- (iii) There are no encumbrances upon the 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 Vendor-Cum-Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Project, Schedule Property, building, Apartment and Common Areas;
- (vi) The Vendor-Cum-Developer has the right to execute this Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
  - (vii) The Vendor-Cum-Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the 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 Vendor-Cum-Developer confirms that the Vendor-Cum-Developer is not restricted in any manner whatsoever from selling the Apartment to the Purchasers in the manner contemplated in this Conveyance;
  - (ix) The Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer 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 Vendor-Cum-Developer as follows:

9.1.1 that, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall at all times make timely payment of the proportionate Common Charges and Expenses to the Vendor-Cum-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 Vendor-Cum-Developer or the Association, as

the case may be, failing which the Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchasers in respect thereof;

- 9.1.5 that the Purchasers shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Vendor-Cum-Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendor-Cum-Developer 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 Vendor-Cum-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 Carpet Area of the Apartment bears to the total Carpet 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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 carpet area of the Apartment) and/or in the manner as provided in this Conveyance and/or as may be so decided by the Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer, with or without amendments, as may be deemed necessary by the Association.

## 12. **FORMATION OF ASSOCIATION**

- 12.1 The Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer, and the Vendor-Cum-Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Purchasers and the Association shall keep the Vendor-Cum-Developer fully safe, harmless and indemnified in respect thereof.

- 12.4 The Purchasers agree and undertake to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Vendor-Cum-Developer, which deposit shall be pooled into a Sinking Fund (hereinafter referred as the "**Sinking Fund**"). The Purchasers further agree and acknowledge that such Sinking Fund shall be handed over to the Association by the Vendor-Cum-Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchasers and the several co-buyers of the Complex to the Vendor-Cum-Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchasers and the several co-buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Purchasers undertake to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Vendor-Cum-Developer as due and payable by the Purchasers and/or to replenish any shortfalls caused on account of the Purchasers. Further, it is hereby agreed that the Purchasers shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Vendor-Cum-Developer to the Association and the Purchasers and the Association shall jointly and severally keep the Vendor-Cum-Developer indemnified for the same.

- 12.5 The Purchasers acknowledge and agree to allow the Vendor-Cum-Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Purchasers hereby agree and undertake to bear all taxes that may be levied on the Vendor-Cum-Developer on account of making such adjustments and/or on account of the Vendor-Cum-Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchasers hereby undertake to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 12.6 The Vendor-Cum-Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Vendor-Cum-Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Complex. Such payment towards the Sinking Fund shall not absolve the Purchasers of its obligation to pay the applicable maintenance charges in terms of this Conveyance.
- 12.7 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 Vendor-Cum-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.
- 12.8 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.

12.9 Further, the Purchasers agree and undertake to pay all necessary deposits/charges to the Vendor-Cum-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 Vendor-Cum-Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Vendor-Cum-Developer.

12.10 Without prejudice to the rights available under this Conveyance, in the event that any amount payable to the Vendor-Cum-Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Vendor-Cum-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.

12.11 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

Vendor-Cum-Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor-Cum-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 Vendor-Cum-Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-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 Vendor-Cum-Developer has assured the Purchasers that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Vendor-Cum-Developer has 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 carpet area of the Apartment bears to the total carpet 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 Vendor-Cum-Developer through its authorized signatory at the Vendor-Cum-Developer's Office, or at some other place, which may be mutually agreed between the Vendor-Cum-Developer and the Purchasers in Kolkata after the Conveyance is duly executed by the Purchasers and the



Vendor-Cum-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**  
(DESCRIPTION OF THE "SCHEDULE PROPERTY")

**ALL THAT** piece and parcel of land classified as Housing Complex (bastu) measuring 26 (twenty-six) decimal, more or less, [out of total land measuring 130 (one hundred and thirty) decimal, more or less], comprised in R.S./L.R. Dag No. 225, recorded in R.S. Khatian No. 548, corresponding to L.R. Khatian Nos. 148/1 and 2085/1, Mouza Paschim Icchapur, J.L. No. 29, Re.Sa. No. 202, Touzi No. 146, Anowarpur Pargana, now known and numbered as Municipal Holding No. N/1286 Surya Sen Pally, PIN-\_\_\_\_\_, within the limits of Ward No. 07 of the Barasat Municipality, Post Office and Police Station Barasat, Sub-Registration District Kadambagachi, District North 24 Parganas, West Bengal and butted and bounded as follows.

On the North: By 20' (twenty) feet wide Sastriji Road

On the South: By R.S./L.R. Dag No. 226

On the East: By R.S./L.R. Dag No. 225 (Part)

On the West: By R.S./L.R. Dag No. 224.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DEVOLUTION OF TITLE)**

1. At all material times, one Kachimuddin Gazi by way of a Deed of Gift in Bengali language (Danpatra) dated 13<sup>th</sup> March 1975 registered in the Office of the Sub-Registrar, 24 Parganas and recorded in Book-I, Volume No.33, at Pages 265 to 269, being No. 2532 for the year 1975, gifted and conveyed out of his natural love and affection in favour of his 02 (two) grandsons (1) Akkach Ali Gazi and (2) Saheb Ali Gazi, sons of Late Akbar Gazi inter alia **ALL THAT** piece and parcel of Sali (agricultural) land measuring 26 (twenty-six) decimal, more or less, [out of total land measuring 130 (one hundred and thirty) decimal, more or less], comprised in R.S./L.R. Dag No. 225, recorded in R.S. Khatian No. 548, Mouza Paschim Icchapur, J.L. No. 29, Re.Sa. No. 202, Touzi No. 146, Anowarpur Pargana, now known and numbered as Municipal Holding No. N/1286 Surya Sen Pally, PIN-\_\_\_\_\_, within the limits of Ward No. 07 of the Barasat Municipality, Post Office and Police Station Barasat, Sub-Registration District Kadambagachi, District North 24 Parganas, West Bengal (hereinafter referred as "**Akkach & Saheb's Land**").

2. The said (1) Akkach Ali Gazi and (2) Saheb Ali Gazi jointly and equally being seized, possessed and well sufficiently to Akkach & Saheb's Land got their names mutated in the records of the Block Land & Land Reforms Office at Barasat-I, North 24 Parganas vide L.R. Khatian Nos. 148/1 and 2085/1 and duly paid taxes thereon.
3. The said (1) Akkach Ali Gazi and (2) Saheb Ali Gazi thereafter executed an Agreement for Sale in Bengali language (Baynapatra) dated 13<sup>th</sup> November 2017 registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2017, at Pages 45573 to 45603, being No. 151901970 for the year 2017, wherein they agreed to sell, transfer and convey the entirety of Akkach & Saheb's Land to and in favour of Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein), for the agreed sale consideration agreed to be paid at the time of Deed of Sale/Conveyance.
4. Subsequently, the said (1) Akkach Ali Gazi and (2) Saheb Ali Gazi obtained necessary orders of conversion of classification of land in respect of Akkach & Saheb's Land from Sali (agricultural) to Housing Complex (bastu) from the Office of the Sub-Divisional Land and Land Reforms Officer at Barasat, North 24 Parganas, which granted, Certificates of Conversion under Section 4C of the West Bengal Land Reforms Act, 1955, vide Memo Nos. (1) S-24/Conv.174/18/419/SDL-BST/2019 dated 06/02/2019 against Conversion Case No. 174/18/SDL-BST/BST-1 and (2) S-24/Conv.175/18/420/SDL-BST/2019 dated 06/02/2019 against Conversion Case No. 174/18/SDL-BST/BST-1.
5. In terms of the said Agreement for Sale, the said (1) Akkach Ali Gazi and (2) Saheb Ali Gazi thereafter executed a Deed of Sale in Bengali language (kobala) dated 12<sup>th</sup> November 2018, registered in the Office of the Additional District Sub-Registrar, Kadambagachi, North 24 Parganas and recorded in Book-I, Volume No. 1519-2018, at Pages 83416 to 83449, being No. 151903271 for the year 2018, wherein they sold, transferred and conveyed the entirety of Akkach & Saheb's Land to and in favour of Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein), for the consideration mentioned therein.
6. In the above mentioned circumstances, the said Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein) became the sole and absolute owners in

respect of **ALL THAT** piece and parcel of land classified as Housing Complex (bastu) measuring 26 (twenty-six) decimal, more or less, [out of total land measuring 130 (one hundred and thirty) decimal, more or less], comprised in R.S./L.R. Dag No. 225, recorded in R.S. Khatian No. 548, corresponding to L.R. Khatian Nos. 148/1 and 2085/1, Mouza Paschim Ichhapur, J.L. No. 29, Re.Sa. No. 202, Touzi No. 146, Anowarpur Pargana, now known and numbered as Municipal Holding No. N/1286 Surya Sen Pally, PIN-\_\_\_\_\_, within the limits of Ward No. 07 of the Barasat Municipality, Post Office and Police Station Barasat, Sub-Registration District Kadambagachi, District North 24 Parganas, West Bengal (hereinafter referred as "**Schedule Property**"), morefully described in the **SCHEDULE** hereunder.

7. The said Magnolia Infrastructure Development Limited (the Vendor-Cum-Developer herein) being the sole and absolute owner in respect of the Schedule Property intended to develop and commercially exploit the Schedule Property by constructing a housing complex thereon under the name and style of "*Magnolia Srijana, Block - 5, 6*" (hereinafter referred as "**Project**") and in such regard got necessary plan sanctioned from the concerned authorities of the \_\_\_\_\_ vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_ with regard to developing the Project at the Schedule Property and presently the Project is undergoing construction and yet to obtain completion certificate from the concerned authority.
8. Now, on completion of the Project, the Purchasers herein has approached the Vendor-Cum-Developer for allotment of a residential unit in the Project and in such regard this agreement is being executed to record such allotment of the Said Unit, morefully described in the **Fourth Schedule** hereunder.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(PART – I)**

**Common Area**

The Common Areas shall include –

- A) Paths and passages, internal roads, common passages, drive ways, entrance gates
- B) Administrative and care taker's Room
- C) The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
- D) Drains and sewers from the premises to the Municipal/Panchayet Duct.
- E) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- F) Common toilets and bathrooms on the Ground Floor meant for use of durwans, drivers, maintenance staff, etc.
- G) Boundary walls of the entire project including outer side of the walls of the Said Building and main gates.
- H) Water pump and motor with installation and room therefore.
- I) Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- J) Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- K) Windows/doors/grills and other fittings of the Common Areas Generator its installations and its allied accessories and spaces required therefore.
- L) Lifts, Lift Machine Room and their accessories installations and spaces required therefore.

- M) Such other Common Areas, equipments, installations, fixtures, fittings in covered and open space in or about the Said Complex and/or the Said Building as are necessary for passage to or use and occupancy of the Flats as are necessary.
- N) Fire fighting system in the Said Building/Said Complex.
- O) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plant, if any.
- P) Community Hall with Toilets and Cooking Area.
- Q) Gymnasium with equipments and accessories.
- R) Indoor Games Room with equipments and accessories.
- S) Landscaped Garden.
- T) Top Roof of the Said Building for common use.
- U) Closed Circuit Camera/T.V. at the ground floor level, with Central Security Surveillance.

**(PART – II)**

**(Specifications, Amenities and Facilities)**

FOUNDATION		RCC Foundation
WALLS		Bricks Masonry
ROOMS	FLOOR	Ceramic tiles in living/dining area, and bedrooms
	WALL	Plaster of Paris Finish
KITCHEN	FLOOR	Ceramic Tiles
	COUNTER	Black Kota Counter Top
	SINK	Stainless Steel Sink
	DADO	Ceramic tiles (2 ft. above counter)
TOILET	FLOOR	Ceramic Tiles
	DADO	Glazed Tiles
	W.C.	European type of Jaquar/Parry ware or similar reputed brand
	WASH BASIN	Jaquar/Parry ware or similar reputed brand
FITTINGS		
	DOOR FRAME	Wooden Frame

C.P.	SHUTTER	Flush Door
	WINDOW	Sliding Aluminium Anodized
ELECTRICAL	WIRING	Concealed Copper Wiring
	POWER SUPPLY	Through WBSEB Network
	GENERATOR	Power backup – 24 x 7
	LIFT	Reputed brand
	STAIRCASE/LOBBY	Spacious Staircase, elegant lobby & floor corridors with good quality marble/kotastone/granite
	WATER SUPPLY	24 x 7 Captive Water Supply

### **ELECTRICITY POINTS**

A	Concealed Copper wiring
B	Semi modular switches of reputed brand.
Calling Bell	SWITCH BOARD OUTSIDE THE MAIN DOOR
Living-dinning	Fan Point, Light Point, TV Point, Cable TV Point, Intercom Point, Phone Point, Distribution Box.
Kitchen	Fridge Point, Exhaust Fan point, Light point, fan point, Aquagurad point
Master Bedroom	Fan Point, Light Point, TV Point, Cable TV Point, Phone Point, Plug point
Other Bedrooms	Fan Point, Light Point, Plug point
Attached Toilet	Exhaust fan Point, Light Point, Geyser Point, Plug point
Common Toilet	Exhaust fan Point, Light Point, Plug point
HVAC Point	One point on Master Bedroom
Balcony	One ceiling Light Point
Washing Machine	One Point

## **AMENITIES**

- Badminton Court
- Gymnasium
- Community Hall
- Indoor Games Room
- Landscape Garden
- Decorated Kids zone
- 24 hours water supply
- 24 hours Power back-up

## **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 super built-up area of \_\_\_\_\_ square feet, more or less, in the Block named \_\_\_\_\_, within the residential housing complex/project named "**MAGNOLIA SRIJANA, BLOCK - 5, 6**" **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the Schedule Property together with common rights in the common areas and facilities of the said building/Project/Schedule Property, morefully described in the First Schedule above.



## **PARKING SPACE**

One \_\_\_\_\_ (open/covered) car parking space being No. \_\_\_\_\_, measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, at the \_\_\_\_\_ level of the Project.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

#### **(Stipulations)**

The Purchasers and the other co-owners shall allow each other, the Vendor-Cum-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 WHEREOF** Parties hereinabove named have set the irrelative hands and signed this Conveyance at Kolkata in the presence of attesting witness, signing as such on the day first above written.

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

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Director, **SRI VIVEK PODDAR**  
**[VENDOR-CUM-DEVELOPER]**

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**[PURCHASERS]**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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**RECEIPT OF CONSIDERATION**

Received from the within named Purchasers the within mentioned sum of **Rs.**\_\_\_\_\_/-  
**(Rupees \_\_\_\_\_)** towards full and final payment of the  
Total Price for the said Apartment and Parking Space described in **Fourth Schedule** above, in the  
following manner:

<b>Mode</b>	<b>Date</b>	<b>Bank</b>	<b>Amount</b>

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

\_\_\_\_\_  
Director, **SRI VIVEK PODDAR**  
**[VENDOR-CUM-DEVELOPER]**

**Witnesses:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Identified By:

**Name:** \_\_\_\_\_

Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Post Office: \_\_\_\_\_; Police Station: \_\_\_\_\_

Occupation : \_\_\_\_\_; Phone: \_\_\_\_\_