

**DEED OF CONVEYANCE**

**THIS** DEED OF CONVEYANCE (“**Conveyance**”) executed on this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

**By and Between**

**(1) SMT. SHEFALI GHOSH [PAN ADTPG6963A]**, wife of Sri Gobinda Chandra Ghosh, by occupation Business, by faith Hindu, by nationality Indian, residing at 455, P.K. Guha Road, Airport Gate No. 1, Kolkata-700028, P.O. Dum Dum, P.S. Dum Dum, District North 24 Parganas, State West Bengal, **(2) SRI AMIT GHOSH [PAN ARSPG3884D]**, son of Sri Gobinda Chandra Ghosh, by occupation Business, by faith Hindu, by nationality Indian, residing at 455, P.K. Guha Road, Airport Gate No. 1, Kolkata-700028, P.O. Dum Dum, P.S. Dum Dum, District North 24 Parganas, State West Bengal, **(3) SRI GOBINDA CHANDRA GHOSH [PAN ADTPG6962B]**, son of Gandhi Lal Ghosh by occupation Business, by faith Hindu, by nationality Indian, residing at 455, P.K. Guha Road, Airport Gate No. 1, Kolkata-700028, P.O. Dum Dum, P.S. Dum Dum, District North 24 Parganas, State West Bengal, **(4) RAINBOW AQUA PARK PRIVATE LIMITED [PAN AAECR1840A]**, a company governed by the provisions of Companies Act, 2013, having its registered office at 455, P.K. Guha Road, Airport Gate No. 1, Kolkata-700028, P.O. Dum Dum, P.S. Dum Dum, Kolkata-700028, District North 24 Parganas, represented by its Director, **SRI AMIT GHOSH [PAN ARSPG3884D]**, son of Sri Gobinda Chandra Ghosh, by occupation Business, by faith Hindu, by nationality Indian, residing at 455, P.K. Guha Road, Airport Gate No. 1, Kolkata-700028, P.O. Dum Dum, P.S. Dum Dum, District North 24 Parganas, State West Bengal, hereinafter called and referred to as the **OWNERS**, being represented by their Constituted Attorney, **SRI VIVEK PODDAR (PAN – APJPP9042B)**, Son of Sri Milan Poddar, by faith Hindu, by occupation Business, by Nationality Indian, residing at BE-111 Salt Lake, Kolkata-700064, P.O. \_\_\_\_\_, P.S. Bidhannagar (North), District- North 24 Parganas, State West Bengal, (Aadhar no. \_\_\_\_\_), and being one of the Directors of **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (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 – 700 010, P.O. Beliaghata, P.S. Beliaghata, District South 24 Parganas, State – West Bengal (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – interest and/or assigns) of the **ONE PART**.

**And**

**MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, , Kolkata – 700 010, Post Office Beliaghata, Police Station – Beliaghata, District South 24 Parganas, State West Bengal, being represented by its' Director namely, **SRI VIVEK PODDAR (PAN – APJPP9042B)**, Son of Sri Milan Poddar, by faith Hindu, by occupation Business, by Nationality Indian, residing at BE-111 Salt Lake, Kolkata-700064, Post Office \_\_\_\_\_, Police Station Bidhannagar (North), District North 24 Parganas, State West Bengal, hereinafter called and referred to as the “**CO-OWNER/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said Company, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees).

(The “**OWNERS**” and “**CO-OWNER/DEVELOPER**” shall hereinafter, collectively, be referred to as the “**Promoters**”)

**And**

(1) \_\_\_\_\_, (Aadhar no. \_\_\_\_\_), \_\_\_\_\_ of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office – Bhebia, Police Station – Hasnabad, PIN- \_\_\_\_\_, District – \_\_\_\_\_, State \_\_\_\_\_, (**PAN – \_\_\_\_\_**), (2) \_\_\_\_\_, (Aadhar no. \_\_\_\_\_), \_\_\_\_\_ of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, PIN- \_\_\_\_\_, District – \_\_\_\_\_, State \_\_\_\_\_, (**PAN – \_\_\_\_\_**), hereinafter called the “**PURCHASERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns).

## **DEFINITIONS:**

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

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017(West Ben. 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 **WHEREAS** the Owners are the absolute and lawful owners and/or otherwise well and sufficiently entitled to all that the land more fully described in **FIRST SCHEDULE** hereto, (the **“SAID LAND”**) purchased by the Owners as per the particulars of title deed of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- 1.1 **WHEREAS** the Promoters may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Said Land (the **“ADDED AREA”**). The Added Area, as and when purchased from time to time, shall also be developed by the Promoters along with the Said Land and the said Added Area, when so developed, shall form part of a common integrated development.
- 1.2 **WHEREAS** the Co-Owner/Developer has entered into an agreement with the Owners dated the **21<sup>st</sup> September, 2017**, registered in the Office of the Additional District Sub-Registrar, Kadambagachi, recorded in Book No. I, Volume No. 1519-2017, at Pages 38950 to 39010, being No. **151901667** for the year **2017** (the **“PRINCIPAL**

**DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**”) for developing and/or constructing a project consisting of several residential and other building(s), on the Said Land for the consideration and subject to the terms and conditions contained therein.

- 1.3 **WHEREAS** due to certain errors made in the Principal Development Agreement and Power of Attorney, the Co-owner/ Developer and the Owners decided to enter into a Supplemental Development Agreement and Power of Attorney dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_\_ (the “**SUPPLEMENTAL DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**”) for developing and/or constructing a project consisting of several residential and other building(s), on the Said Land for the consideration and subject to the modified terms and conditions contained therein;
- 1.4 **WHEREAS** the Said Land (as also Added Area as and when purchased), are earmarked for the purpose of building an integrated building complex known as “**MAGNOLIA FANTASIA**” to be constructed in several phases (the “**PROJECT**”). The buildings being part of the Project being constructed/has been constructed, on the existing quantum of the Said Land, as of now, (excluding any Added Area) is comprised of residential apartments as also commercial units and also other spaces and common areas, are having a total built up area of \_\_\_\_\_ square feet, more or less, comprised in numbers of building/blocks being constructed/to be constructed in several phases(the “**COMPLEX**”).
- 1.5 **WHEREAS** the Promoters have applied for conversion of the Said Land to **Housing Complex** before the District Land and Land Reforms Office, Barasat and the said application for conversion was allowed by the said office vide a Certificate of Conversion dated \_\_\_\_\_.
- 1.6 **WHEREAS** the common areas of the Complex, inter alia, have amenities and facilities, some of which are situated within the Said Land (as defined below) being constructed

and the others are to be situated in other parts of the Complex and/or the Project to be built in the different phases of the Complex/Project on the Said Land and/or on the Added Areas, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the purchasers of the said Project/Complex and/or the purchasers of the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project/Complex on the Said Land and/or the Added Areas, as the case may be. The details of the common areas available for use in common by all the purchasers of the Complex and/or the Project are given in **PART – I** of the **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).

- 1.7 **WHEREAS** the Co-Owner/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 \_\_\_\_\_ (the “**SAID PLAN**”).
- 1.8 **WHEREAS** under the Development Agreement, Said Land, morefully described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”) is being/has been developed by construction of nos. of buildings (blocks \_\_\_\_\_ to \_\_\_\_\_), all comprised within the Complex comprising \_\_\_\_\_ number of flats.
- 1.9 **WHEREAS** the Co-Owner/Developer has completed the construction of the said Building and obtained the Completion Certificate from the competent authority vide Completion Certificate No. \_\_\_\_\_, dated \_\_\_\_\_.
- 1.10 **WHEREAS** the Purchasers have applied for allotment of an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and have been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, on the \_\_\_\_\_ floor in the Block no. \_\_\_\_\_ (the “**BUILDING**”) within the Complex named “**MAGNOLIA FANTASIA**” measuring approximately \_\_\_\_\_ square feet super built-up area, also along with \_\_\_\_\_ number of

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

- 1.11 **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.
- 1.12 **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.
- 1.13 **WHEREAS** the Purchasers have been made aware and have unconditionally agreed that the purchasers of apartments in other phases of the entire Complex/Project shall also have complete and unhindered access to all Common Areas, as morefully described in **Part-I** of the **THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoters for use and enjoyment by such other co-owners and/or third parties, as the case may be.
- 1.14 **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.

- 1.15 **WHEREAS** in accordance with the terms and conditions set out in the Said Agreement and in this Conveyance and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Purchasers hereby agrees to purchase the said Apartment, as specified in the manner mentioned below.
2. **Transfer Hereby Made:** The Promoters hereby sell, convey and transfer to and unto the Purchasers, absolutely and forever, free from encumbrances, the said Apartment described in **FOURTH SCHEDULE** below subject to covenants mentioned in this Conveyance, being:
- 2.1 Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, on the \_\_\_\_\_ floor in the said Building bearing Block no. \_\_\_\_\_, within the Complex named “**MAGNOLIA FANTASIA**” measuring approximately \_\_\_\_\_ square feet, super built-up area, also along with \_\_\_\_\_ number of \_\_\_\_\_ car Parking. admeasuring \_\_\_\_\_ 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 Promoters in consideration of the Total Price (defined below), i.e. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) paid by the Purchasers to the Co-Owner/Developer, receipt of which the Co-Owner/Developer hereby and by the Receipt of Consideration below, admits and acknowledges.

**NOW THEREFORE, in consideration of the mutual representations, covenants,**



## 4. TERMS

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 etc.	[Please specify square feet rate]	[Please specify total]
	e) covered independent/covered dependent parking/open independent/open dependent parking/basement independent/ basement dependent/Mechanical car parking/ Two wheeler		

	<div>Parking</div> <div>Sub-Total</div>	
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 Sqft.</p> <p>(f) Interest Free advance common area maintenance chargesfor _____ months @ Rs. _____/- per Sqft of carpet area of the Apartment to be paid as per notice of possession.</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>

		<u>Sub-Total</u>	
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 Promoters:

- (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 Co-Owner/Developer in the name of such body as maybe so constituted by the Co-Owner/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 Co-Owner/Developer towards the Apartment.
  - (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoters, 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 Promoters, (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 Promoters have not made any additions and/or alterations in the sanctioned plan of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part-II** of **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 Co-Owner/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 Co-Owner/Developer. the Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Co-Owner/Developer in the Said Property, the Sanctioned Plan, all background papers, the right of the Promoters to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchasers and the covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Purchasers hereby accept the same and shall not raise any objection with regard thereto.

4.5 the Promoters agree and acknowledge, that the Purchasers shall have the right to the Apartment as mentioned below:

4.5.1 The Purchasers shall have exclusive ownership of the Apartment;

4.5.2 The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of all the flat owners as provided in the Act.

4.5.3 The rights of the Purchasers are limited to ownership of the said Apartment and the Purchasers hereby accept the same and the Purchasers shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

4.5.4 The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters (without affecting the rights of the Purchasers, prejudicially) to accommodate its future plans regarding the Said Land 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 Area 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 Co-Owner/Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.

4.6 It is made clear by the Promoters and the Purchasers agree that the Apartment (along with the covered independent/covered dependent parking/open independent/ dependent parking/basement independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to the Purchasers by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Said Land and/or the additions made thereto and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers (including the Purchasers herein) of the Project/Complex.

4.7 The Promoters have paid all outgoing before transferring the physical possession of the apartments to the Purchasers, which the Co-Owner/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 Co-Owner/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 affected by this Conveyance is:

4.8.1 a sale within the meaning 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, *debutter*s, *wakfs*, reversionary rights, residuary rights, claims and statutory prohibitions.

4.8.4 subject to the terms and conditions of this Conveyance, together with proportionate benefit of user and enjoyment of the Common Areas described in the **PART-I** of the **THIRD SCHEDULE** below, in common with the other co-owners of the said Building, the Said Complex and flat owners of the Added Area, including the Owner and the Co-Owner/Developer (if the Owner and/or the Co-Owner/Developer retain any Unit in the Said Project).

4.9 The transfer of the Said Flat And Appurtenances being affected 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 Promoters and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promoters and/or their successors-in-interest by reason of any default of the Purchasers.

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

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

**6. POSSESSION OF THE APARTMENT:**

- 6.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Apartment has been handed over by the Promoter to the Purchasers on \_\_\_\_\_, which the Purchasers admit, acknowledge and accept.
- 6.2 **Possession by the Purchasers-** The Promoters 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 Promoter shall compensate the Purchasers in case of any loss caused to him/them due to defective title of the Said Land, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATION AND WARRANTIES OF THE PROMOTER:** The Promoters hereby represents and warrants to the Purchasers as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Said Land; and the Co-Owner/Developer has the requisite rights to carry out development upon the Said Land and the Owner is having absolute, actual, physical and legal possession of the Said Land and the Co-Owner/Developer is having permissive possession of the Said Land for construction and development of the Said Project/Complex;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Complex;
- (iii) There are no encumbrances upon the Said Land or the Complex and the Purchasers will get the title of the Apartment free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land and/or Complex and/or the Apartment save and except as specifically mentioned, if any, in this Conveyance.

- (v) All approvals, licenses, permits and completion certificate issued by the competent authorities with respect to the Complex and/or the Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Complex, Said Land, building, Apartment and Common Areas;
- (vi) The Promoters have the right to execute this Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the Said Land, including the Project/Complex and the said Apartment which will, in any manner, affect the right, title and interest of Purchasers under this Conveyance;
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Apartment to the Purchasers in the manner contemplated in this Conveyance;
- (ix) The Co-Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas to the association of Purchasers or the competent authority, as the case may be at the time of completion of entire Complex/Project.
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The Co-Owner/Developer has duly paid and discharged all governmental dues,

rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to Project/Complex to the competent Authorities till the date of completion certificate has been issued and possession of Apartment or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part - I** and **Part - II** of the **THIRD SCHEDULE** hereto) have been handed over to the Purchasers and the association of Purchasers or the competent authority, as the case may be or till the Possession Date (as mentioned in the Said Agreement) whichever is earlier.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters in respect of the Said Land and/or the Complex.

## 9. **COVENANTS & RIGHTS OF THE PURCHASERS**

9.1 The Purchasers hereby covenant and agree with the Promoters as follows:

9.1.1 that, on and from the Possession Date (as mentioned in the Said Agreement), the Purchasers shall at all times make timely payment of the proportionate Common Charges and Expenses to the Co-Owner/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 Co-Owner/Developer or the Association, as the case may be, failing which the Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Owners and the Co-Owner/Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchasers;
- 9.1.6 that the Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/Developer shall endeavor 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 Co-Owner/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, be framed by the Co-Owner/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 Promoters, with or without amendments, as may be deemed necessary by the Association.

## 12. **FORMATION OF ASSOCIATION**

- 12.1 The Co-Owner/Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“**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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/Developer, and the Co-Owner/Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof and the Purchasers and the Association shall keep the Promoters fully safe, harmless and indemnified in respect thereof.

- 12.4 The Purchasers agree and undertake to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Co-Owner/Developer, which deposit shall be pooled into a Sinking Fund (“**Sinking Fund**”). The Purchasers further agree and acknowledge that such Sinking Fund shall be handed over to the Association by the Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/Developer to the Association and the Purchasers and the Association shall jointly and severally keep the Co-Owner/Developer indemnified for the same.

- 12.5 The Purchasers acknowledge and agree to allow the Co-Owner/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 Co-

Owner/Developer on account of making such adjustments and/or on account of the Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/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 Co-Owner/Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoters.

12.10 Without prejudice to the rights available under this Conveyance, in the event that any amount payable to the Co-Owner/Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Co-Owner/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 Co-Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Co-Owner/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 Co-Owner/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Co-Owner/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 Co-Owner/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, firefighting 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 Purchasers' own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

19. **APARTMENT OWNERSHIP ACT**

The Promoters have assured the Purchasers that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoters have duly complied with and/or will comply with all such laws/regulations as applicable.

20. **SEVERABILITY:**

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

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

Wherever in this Conveyance it is stipulated that the Purchasers have to make any payment, in common with other Purchasers in the Complex, the same shall be the proportion which the 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 Promoters through its authorized signatory at the Co-Owner/Developer's Office, or at some other place, which may be mutually agreed between the Co-Owner/Developer

and the Purchasers in Kolkata after the Conveyance is duly executed by the Purchasers and the Co-Owner/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**  
**(SAID LAND)**

**ALL THAT (1)** Land measuring 569.42 (five hundred and sixty nine point four two) decimal, more or less, together with structures erected thereon, comprised in R.S./L.R. *Dag* Nos. 608, 609/628, 606, 605, 604, 599/662, 574, 575, 576, 600, 597, 596, 595, 594, 593 and 592, recorded in L.R. *Khatian* Nos. 665, 666, 975, 734, 1033 and 1022, *Mouza* Algaria, J.L. No. 5, Police Station Barasat, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas and **(2)** Land measuring 50 (fifty) decimal, more or less, together with structures erected thereon, comprised in R.S./L.R. *Dag* Nos. 715 and 713, recorded in L.R. *Khatian* No. 2148, *Mouza* Mainagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas. The details whereof is given in the table below:

<b>Mouza</b>	<b>R.S./L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Area (in dec.)</b>	<b>Owner</b>
Algaria	608	665	13	Shefali Ghosh
Algaria	609/628	665	4.53	Shefali Ghosh
Algaria	606	666	23.5	Gobinda Chandra Ghosh
Algaria	608	666	20	Gobinda Chandra Ghosh
Algaria	609/628	666	7.89	Gobinda Chandra Ghosh
Algaria	592	975	63	Rainbow Aqua Park Private Limited
Algaria	593	975	48	Rainbow Aqua Park Private Limited
Algaria	594	975	27	Rainbow Aqua Park Private Limited
Algaria	595	975	28	Rainbow Aqua Park Private Limited
Algaria	596	975	49	Rainbow Aqua Park Private Limited
Algaria	597	975	61	Rainbow Aqua Park Private Limited
Algaria	600	975	69	Rainbow Aqua Park Private Limited
Mainagadi	713	2148	41	Rainbow Aqua Park Private Limited
Mainagadi	715	2148	9	Rainbow Aqua Park Private Limited
Algaria	605	975	43.5	Rainbow Aqua Park Private Limited



Algaria	606	975	43.5	Rainbow Aqua Park Private Limited
Algaria	604	975	16	Rainbow Aqua Park Private Limited
Algaria	599/662	734	1.5	Amit Ghosh
Algaria	574	1033	13	Gobinda Chandra Ghosh
Algaria	575	1033	5	Gobinda Chandra Ghosh
Algaria	576	1033	4.5	Gobinda Chandra Ghosh
Algaria	604	1033	1	Gobinda Chandra Ghosh
Algaria	606	1033	4	Gobinda Chandra Ghosh
Algaria	606	1022	23.5	Magnolia Infrastructure Development Limited
<b>Total:</b>			<b>619.42</b>	

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(PARTICULARS OF THE TITLE DEEDS)**

- Whereas, by virtue of a Bengali Deed of Sale dated 29<sup>th</sup> November, 2002, registered at the Office of the \_\_\_\_\_, recorded in Book-I, Volume No. \_\_\_\_\_, Pages \_\_\_\_ to \_\_\_\_\_, being No. 8827 for the year 2002, one Smt. Shefali Ghosh (**being Owner No. 1 herein**) purchased a land measuring **17.53** (seventeen point five three) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag Nos. 608 and 609/628, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, North 24 Parganas, from Mosammat Manoara Begum and 4 (four) Others and thereafter, said Smt. Shefali Ghosh mutated her name in the concerned B.L and L.R.O, under L.R. Khatian No. **665**, with respect to the said 17.53 (seventeen point five three) Decimal of land.
- Thereafter, by virtue of a Bengali Deed of Sale dated 12<sup>th</sup> December, 2002, registered at the Office of the \_\_\_\_\_, recorded in Book-I, Volume No. \_\_\_\_\_, Pages \_\_\_\_ to \_\_\_\_\_, being No. 8828 for the year 2002, one Gobinda Chandra Ghosh (**being Owner No. 3 herein**) purchased a land measuring **51.39** (fifty one point three nine) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag

Nos. 606, 608 and 609/628, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas, from Mohammad Nazrul Islam Gazi and 5 (five) Others and thereafter, mutated his name in the concerned B.L and L.R.O, under L.R. Khatian No. 666, with respect to the said 51.39 (fifty one point three nine) Decimal of land.

3. Subsequently, by virtue of a Bengali Deed of Sale dated 13<sup>th</sup> August, 2009, registered at the Office of the District Sub-Registrar- II, recorded in Book-I, CD Volume No.12, Pages 719 to 733, being No. 3696 for the year 2009, one Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) purchased a **(1)** land measuring 345 (three hundred forty five) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag Nos. 600, 592, 593, 594, 595, 596, and 597, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas and **(2)** land measuring 50 (fifty) Decimal, more or less, lying and situated at Mouza- Mainagadi, having J.L. No. 6, comprised in R.S./L.R. Dag Nos. 713 and 715, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from Shyamal Saha *alias* Shyamal Kanti Saha and 4 Others. Thereafter, said Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. 975, with respect to the said 345 (three hundred forty five) Decimal of land and under L.R. Khatian No. 2148, with respect to the said 50 (fifty) Decimal of land.
4. Thereafter, in the year 2014, by virtue of a Deed of Sale dated 2<sup>nd</sup> July, 2014, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, CD Volume No.12, Pages 1385 to 1407, being no. 5396 for the year 2014, said Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) purchased a land measuring 43.5 (forty three point five) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 605, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from one Dhirendra Mohan Ojha and thereafter, mutated its name in the concerned B.L and

L.R.O, under L.R. Khatian No. 975, with respect to the said 43.5 (forty three point five) Decimal of land.

5. Subsequently, by virtue of a Deed of Sale dated 2<sup>nd</sup> July, 2014, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, CD Volume No.12, Pages 1298 to 1318, being no. 5392 for the year 2014, said Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) purchased a land measuring 16 (sixteen) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 604, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from said Dharendra Mohan Ojha and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. 975, with respect to the said 16 (sixteen) Decimal of land.
6. Thereafter, by virtue of Deed of Sale dated 4<sup>th</sup> July, 2014, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, CD Volume No.12, Pages 1319 to 1339, being no. 5393 for the year 2014, said Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) purchased a land measuring 20 (twenty) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 606, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from said Dharendra Mohan Ojha and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. 975, with respect to the said 20 (twenty) Decimal of land.
7. Whereas, by virtue of Deed of Sale dated 4<sup>th</sup> July, 2014, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, CD Volume No.12, Pages 1340 to 1362, being no. 5394 for the year 2014, said Rainbow Aqua Park Private Limited (**being Owner No. 4 herein**) purchased a land measuring 23.5 (twenty three point five) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 606, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from one Anjan Ojha and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. 975, with respect to the said 23.5 (twenty three point five) Decimal of land.

8. Thereafter, by virtue of Bengali Deed of Sale dated 19<sup>th</sup> July, 2017, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, Volume No.1525-2017, Pages 148793 to 148814, being no. 152506733 for the year 2017, one Amit Ghosh (**being Owner No. 2 herein**) purchased a land measuring **1.5** (one point five) Decimal, more or less , lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 599/662, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from one Subhash Chandra Mondal and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. **734**, with respect to the said 1.5 (one point five) Decimal of land.
9. Whereas, by virtue of a Bengali Deed of Sale dated 10<sup>th</sup> August, 2017, registered at the Office of the District Sub-Registrar-III, recorded in Book-I, Volume No.1525-2017, Pages 170474 to 170496, being no. 152507694 for the year 2017, said Gobinda Chandra Ghosh (**being Owner No. 3 herein**) purchased a land measuring **27.5** (twenty seven point five) Decimal, more or less, lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag Nos. 574, 575, 576, 604 and 606, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from said Dhirendra Mohan Ojha and thereafter, mutated his name in the concerned B.L and L.R.O, under L.R. Khatian No. **1033**, with respect to the said 27.5 (twenty seven point five) Decimal of land.
10. Whereas, by virtue of a Bengali Deed of Sale dated 12<sup>th</sup> July, 2017, registered at the Office of the District Sub-Registrar- III, recorded in Book No. I, Volume No. 1525-2017, Pages- 141523 to 141548, being no. 152506452 for the year 2017, said Magnolia Infrastructure Development Limited (**the Co-Owner/Developer herein**) purchased a land measuring **14.10** (fourteen point one zero) Decimal lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No. 606, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from one Abusam Mondal and Ahid Ali Mondal and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. **1022**, with respect to the said 14.10 (fourteen point one zero) Decimal of land.

11. Thereafter, by virtue of another Bengali Deed of Sale dated 12<sup>th</sup> July, 2017, registered at the Office of the District Sub-Registrar- III, recorded in Book No. I, Volume No. 1525-2017, Pages- 141549 to 141571, being no. 152506453, one Magnolia Infrastructure Development Limited (**the Co-Owner/Developer herein**) purchased a land measuring **9.40** (nine point four zero) Decimal lying and situated at Mouza- Algaria, having J.L. No. 5, comprised in R.S./L.R. Dag No.606, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Police Station- Barasat, Sub Registration District- Kadamgachi, District- North 24 Parganas from one Ibrahim Mondal and thereafter, mutated its name in the concerned B.L and L.R.O, under L.R. Khatian No. **1022**, with respect to the said 9.40 (nine point four zero) Decimal of land.
12. Therefore, in the abovementioned events said Owner Nos. 1, 2, 3 and 4 (collectively being the said **Owners** herein) and the said **Co-Owner /Developer**, became the joint and absolute owners of **(1)** Land measuring **569.42** (five hundred sixty nine point four two) **Decimal**, more or less, comprised in R.S./L.R. Dag Nos. 608, 609/628, 606, 605, 604, 599/662, 574, 575, 576, 600, 597, 596, 595, 594, 593 and 592, recorded in L.R. Khatian Nos. 665, 666, 975, 734, 1033 and 1022, *Mouza* Algaria, J.L. No. 5, Police Station Barasat, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas and **(2)** Land measuring **50** (fifty) **Decimal**, more or less, comprised in R.S./L.R. Dag Nos. 715 and 713, recorded in L.R. Khatian No. 2148, *Mouza* Mainagadi, J.L. No. 6, Police Station Barasat, within the jurisdiction of Paschim Khilkapur Gram Panchayet, Sub-Registration District Kadambagachi, District North 24 Parganas, collectively measuring **619.42** (six hundred nineteen point four two) **Decimal**, more or less, of land.
13. Thereafter, the **Owners** herein approached the **Co-Owner/Developer** for development of the said Land for better Residential Cum commercial exploitation and the Owners agreed to such proposal and consequently a Joint Development Agreement and Power of Attorney dated **21<sup>st</sup> September, 2017**, registered in the Office of the Additional District Sub-Registrar, Kadambagachi, recorded in Book No. I, Volume No. 1519-2017, at Pages 38950 to 39010, being No. **151901667** for the year **2017**, with the purpose and object of Residential cum commercial exploitation of the said Land, the Co-Owner/Developer for self and on behalf of the Owners applied for necessary approvals along with its' relevant plans,

designs, specifications, elevations and sections and obtained sanction of the building plan from the concerned authorities for construction of \_\_\_\_\_ **NOS.** of **G+** \_\_\_\_\_ storied residential cum commercial buildings/blocks and each building/block consisting of several self-contained flats/apartments, units, car parking spaces along with other amenities and facilities and the entire residential building complex to be named and known as '**MAGNOLIA FANTASIA**' proposed to be constructed on the entirety of the Said Land.

14. Whereby, due to certain errors made in the Principal Development Agreement and Power of Attorney, the **Co-owner/Developer** and the **Owners** decided to enter into a Supplemental Development Agreement and Power of Attorney dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_\_.

### **THE THIRD SCHEDULE ABOVE REFERED TO**

#### **(PART – I)**

#### **Common Area**

**ALL THAT** the common areas, facilities, amenities and/or the portions of the Project/Complex, earmarked/meant by the Promoters for beneficial, common use and enjoyment of the Purchasers /other purchasers of the Project/Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters.

#### **(PART – II)**

#### **(Specifications, Amenities and Facilities)**

#### **AMENITIES**

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

#### **(Apartment)**

**ALL THAT APARTMENT/UNIT**, bearing No. \_\_\_\_\_, on the \_\_\_\_\_ **FLOOR** in **BLOCK NO.** \_\_\_\_\_, measuring about \_\_\_\_\_ **sq. ft.** super built-up area, in the residential building complex named and known as "**MAGNOLIA FANTASIA**" **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the said Land together with common rights in the common areas and facilities of the said building/building complex/said Land.

### **PARKING SPACE**

One \_\_\_\_\_ car parking space being No. \_\_\_\_\_, measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, at the \_\_\_\_\_ level of the Said Complex.

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

#### **(Stipulations)**

The Purchasers and the other co-owners shall allow each other, the Owners, the Co-Owner/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 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 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/ Added Areas, including the said Apartment or any other Unit for the purpose of repairing any of the Common Areas or any appurtenances to any flat/unit and/or anything comprised in any flat/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 all the flat/unit owners and his/her immediate family members only however if a flat/unit owner 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 irrespsective hands and signed this Conveyance at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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**[Owners]**

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**[Co-Owner/Developer]**

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**[Purchasers]**

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

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

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

### Receipt of Consideration

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

Mode	Date	Bank	Amount

\_\_\_\_\_  
[Owners]

**Magnolia Infrastructure Development Limited**

\_\_\_\_\_  
[Co-Owner/Developer]

#### Witnesses:

Signature\_\_\_\_\_ Signature\_\_\_\_\_

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