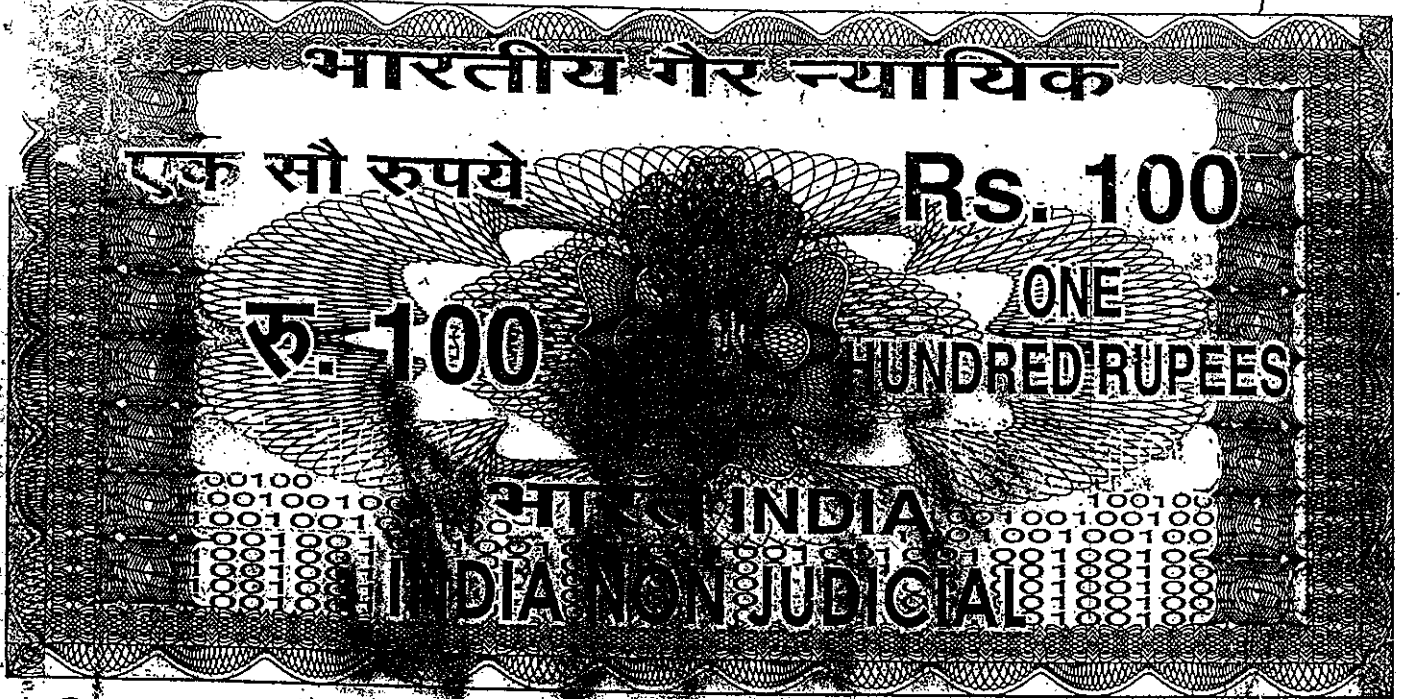


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 710365



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement attached to this document are the part of this document.

Additional Registrar of Assurances-IV, Kolkata

16 APR 2016

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR JOINT DEVELOPMENT is made on this

the 15th Day of April, 2016

W-16
 4.16
 of visit
 15.4.16
 PWD
 1-150659/16
 Dev Agreement

Additional Registrar of Assurances-IV, Kolkata

W-1005/16

250
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350

12/16

11 MAR 2016

No. 1156 VALU 100

DATE.....

SOLD TO.....

Add.....

SIGNATURE OF STAMP VENDOR.....

SRI PRASANTA CHATTERJEE

GOVT. LICENSED STAMP VENDOR

SEALDAH CIVIL COURT

KOLKATA-700014

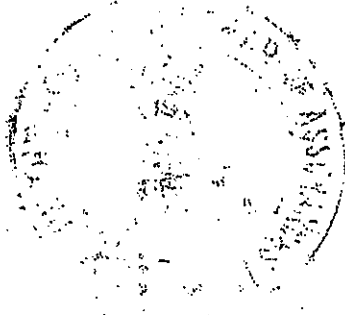
MIDL

88, DR. S. C. BANERJEE ROAD

KOLKATA-700010

(Handwritten signature)
C. W. K. (Handwritten)

Certified that a single stamp of the
valued of Rs..... required for
this document is not available and
that to the nearest number of stamps
which I can furnish so as to make up
the required amount is as follows:



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5 APR 2016

Tapanku Ghosh
90 At Pancharan & z
Birsampur B. Rajank
24/10/16 Cal-135
Bansu





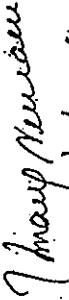


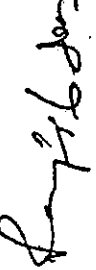
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19041000150659/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.



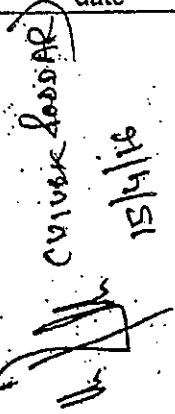
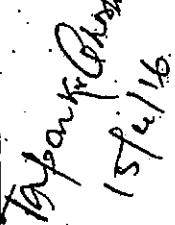
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr UMANG NEMANI NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI, Block/Sector: BLOCK E, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Represent ative of Land Lord [OMEGA VANIJYA PVT LTD]		2131 	 15/4/2016
2	Mr RAJIB DAS MADHYAMGRAM , RANIPARK, P.O:- MADHYAMGRAM, P.S:- Madhyamgram, District:- North 24-Parganas, West Bengal, India, PIN - 700125	Represent ative of Land Lord [OMEGA VANIJYA PVT LTD]		2137 	



Handwritten signature or mark.



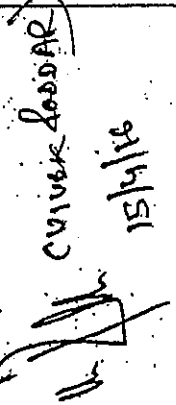
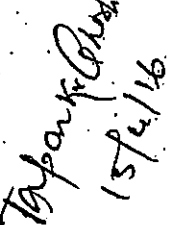
REGISTRAR
5 APR 2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri VIVEK PODDAR 93 , DR. SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Bellaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Representative of Developer [MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD]		 21/2/16	 15/4/16
SI No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr TAPAN KUMAR GHOSH Son of Late PANCHANAN GHOSH BISHNUPUR, P.O:- RAJARHAT BISHUPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135	Mr UMANG NEMANI, Mr RAJIB DAS, Shri VIVEK PODDAR:		 15/4/16	



(Asit Kumar Joarder)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri VIVEK PODDAR 93, DR. SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Bellaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Represent ative of Developer [MAGNOL IA INFRASTR UCTUR E DEVELOP MENT LTD]		2135 	 15/4/16
SI No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr TAPAN KUMAR GHOSH Son of Late PANCHANAN GHOSH BISHNUPUR, P.O:- RAJARHAT BISHUPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135	Mr UMANG NEMANI, Mr RAJIB DAS, Shri VIVEK PODDAR		 15/4/16	

(Asit Kumar Joarder)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. -
 IV KOLKATA
 Kolkata, West Bengal

(Asit Kumar Jorder)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A.
 IV KOLKATA
 Kolkata, West Bengal

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date	SI No.	Name and Address of Identifier	Identifier of	Signature with date
3	Shri VIVEK PODDAR 93, DR. SURESH CHANDRA BANERJEE ROAD, P.O:- BELLAGHATA, P.S:- Bellaghata, District:- South 24-Parganas, West Bengal, India, PIN - 700010	Represent ative of Developer [MAGNO IA INFRAST RUCTUR E DEVELOP MENT LTD]			<i>Signature of VIVEK PODDAR</i> 15/4/16		Mr TAPAN KUMAR GHOSH Son of Late PANCHANAN GHOSH BISHNUPUR, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135	Mr UMANG NEMANI, Mr RAJIB DAS, Shri VIVEK PODDAR	<i>Signature of Tapan Kumar Ghosh</i> 15/4/16

1. Signature of the Person(s) admitting the Execution at Private Residence.

BY AND BETWEEN

OMEGA VANIJYA PRIVATE LIMITED (PAN: AAACO2968E), a Company incorporated under the Companies Act, 1956, having its registered office at Block E, New Alipore, 12 Shivnath Shastri Sarani, Post Office + Police Station – New Alipore, Kolkata – 700 053, being represented through its Directors, (1) UMANG NEMANI (PAN – ABOPN7213K), Son of Raj Kumar Nemani, residing at Block E, New Alipore, 12 Shivnath Shastri Sarani, Post Office + Police Station – New Alipore, Kolkata – 700 053; and (2) RAJIB DAS (PAN - AHC PD 33011), Son of Dilip Das and residing at Madhyamgram, Ranipark, Post Office + Police Station – Madhyamgram, Kolkata. Hereinafter referred to as the "LAND OWNER" (which expression shall unless repugnant to the context shall mean and include his respective heirs, successors, legal representatives, executors, administrators and assigns) OF ONE PART

Umang Nemani
Director/Authorised Signatory

Omega Vanijya Pvt. Ltd.
Rajib Das
Director/Authorised Signatory

AND

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, Police Station: Beliaghata, Kolkata – 700 010, hereinafter referred to as the "DEVELOPER/TRANSFEROR" being represented by its Director, SRI VIVEK PODDAR (PAN: APJPP9042B), Son of Sri Milan Poddar (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators and assigns) OF THE OTHER PART.

WHEREAS by and through a Registered Deed of Conveyance dated 21ST September, 2015, OMEGA VANIJYA PRIVATE LIMITED purchased and acquired from one, M/s. Ghosh Brothers Realtors Private Limited (the "Vendor" therein the Conveyance Deed above referred) ALL THAT piece or parcel of land admeasuring 27.5 Bighas equivalent to 909 Decimals, more or less, comprised in R.S. Dag Nos. 783, 784, 785, 786, 647, 648, 661, 644, 645, 646, 623, 628, 629, 642, 630, 631, 632, 640, 641, 607, 606 and 602 corresponding to L.R. Dag Nos. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584 and 1585, recorded in present L.R. Khatian nos. 4612 & 4613, previously recorded as L.R. Khatian No. 3526, in J. L. No. 9, Mouza – Jafarpur, under Police Station – Titagarh and in the district of North 24 Parganas and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the "Said Property"). The said Deed

BY AND BETWEEN

OMEGA VANIJYA PRIVATE LIMITED (PAN: AAACO2968E), a Company incorporated under the Companies Act, 1956, having its registered office at Block E, New Alipore, 12 Shivnath Shastri Sarani, Post Office + Police Station – New Alipore, Kolkata – 700 053, being represented through its Directors, (1) UMANG NEMANI (PAN – ABOPN7213K), Son of Raj Kumar Nemani, residing at Block E, New Alipore, 12 Shivnath Shastri Sarani, Post Office + Police Station – New Alipore, Kolkata – 700 053; and (2) RAJIB DAS (PAN - AHCPD3301L), Son of Dilip Das and residing at Madhyamgram, Ranipark, Post Office + Police Station – Madhyamgram, Kolkata. Hereinafter referred to as the “LAND OWNER” (which expression shall unless repugnant to the context shall mean and include his respective heirs, successors, legal representatives, executors, administrators and assigns) OF ONE PART

Umang Nemani
Director/Authorised Signatory

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AND

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
8 5 APR 2016

was registered in the Office of the District Sub-Registrar - I, North 24 Parganas in Book no. I, CD Volume no. 1501 - 2015, at Pages 59159 to 59205, being Deed no. 150107499 for the year 2015;

AND WHEREAS the Owner being desirous of developing the land into a Residential-cum-Commercial Complex approached to the Developer, the latter being a reputed developer Company having vast experience in construction of big buildings, has agreed to develop and construct a building on the Said Property.

AND WHEREAS pursuant to the negotiations by and between the parties hereto and SUBJECT TO the necessary approval being granted by the competent authorities or proposed to be granted (to be persuaded by the Developer at its own costs and expenses) and also subject to the plan of the proposed development being sanctioned by the concerned authorities, the Owner has agreed to grant to the Developer and the Developer has agreed to accept from the Owner, exclusive rights of development of the Said Property upon the terms and subject to the conditions herein recorded.

AND WHEREAS both the parties involve herein, have agreed to a "Scheme of Revenue Sharing" under which the Owner has proposed to provide the Said Property and the Developer has agreed to mobilize fund either from its own resources and or by taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a **Said Building** comprising of apartments/units and other facilities as per the plan to be approved by the competent authority.

AND WHEREAS the Owner, in consideration of the Said Property as described in the Schedule below, shall be entitled to receive **20% (Twenty Percent)** of the sale proceeds that will pertain to the sale of apartments/units in the **Said Building together with** sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said **20% (Twenty Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Such **20% (Twenty Percent)** of the sale proceeds/revenue shall be paid by the Developer in favour of the Owner from time to time as per the payment terms agreed between them herein below. On the other hand, the Developer (having selling rights) shall be entitled to receive a net share of the balance/remaining **80% (Eighty Percent)** of the sale proceeds that will pertain to the sale of apartments/units in the **Said Building TOGETHER WITH** sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said **80% (Twenty Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Therefore, the sharing of sale proceeds between the Owner and Developer with regard to selling of apartments/units, parking spaces and un-



97
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

demarcated and undivided proportionate share in respect of the Said Property shall be in 20:80 (Twenty : Eighty) ratio.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

DEFINITION:

In these presents unless contrary hereto or repugnant thereto the following expressions shall have the following meanings:

- i. **OWNER** shall mean **OMEGA VANIJYA PRIVATE LIMITED** (PAN: AAACO2968E), a Company incorporated under the Companies Act, 1956, having its registered office at Block E, New Alipore, 12 Shivnath Shastri Sarani, Post Office + Police Station – New Alipore, Kolkata – 700 053.
- ii. **DEVELOPER** shall mean **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, Police Station Beliaghata
- iii. **SAID PROPERTY** shall mean **ALL THAT** piece and parcel of land admeasuring 27.5 Bighas equivalent to 909 Decimals, more or less, comprised in R.S. Dag Nos. 783; 784, 785, 786, 647, 648, 661, 644, 645, 646, 623, 628, 629, 642, 630, 631, 632, 640, 641, 607, 606 and 602 corresponding to L.R. Dag Nos. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584 and 1585 recorded in present L.R. Khatian nos. 4612 & 4613; previously recorded as L.R. Khatian No. 3526, in J. L. No. 9, Mouza – Jafarpur, under Police Station – Titagarh and in the district of North 24 Parganas; more fully and particularly described in the **SCHEDULE** written hereunder;
- iv. **THE BUILDING PLAN** shall mean and include necessary maps or plans drawn prepared by the Developer's architects and to be sanctioned by the competent authorities with such alteration or modification as may be made by the Developer for the construction of a Said Building at the Said Property, more fully described in the Schedule hereunder;
- v. **COMMON AREAS FACILITIES AND AMENITIES** shall mean the boundary wall and include corridors, staircases, lifts, passages, other open spaces, and facilities required



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
5 APR 2010.

for enjoyment, maintenance and/ or management of the new building/building complex to be constructed on the land of the Said Property;

- vi. **SALEABLE SPACE** shall mean the space/apartments/units in the new building complex available for independent use and occupation along with the proportionate share of land on the Said Property and common areas and facilities of the building/building complex;
- vii. **OWNER'S ALLOCATION** shall mean receiving 20% (Twenty Percent) of the sale proceeds/revenue that will pertain to the sale of apartments/units in the Said Building together with sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said 20% (Twenty Percent) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property on **REVENUE SHARE** basis. Such 20% (Twenty Percent) of the sale proceeds/revenue shall be paid by the Developer in favour of the Owner from time to time as per the payment terms agreed between them herein below.
- viii. **DEVELOPER'S ALLOCATION** shall mean receiving the balance/remaining 80% (Eighty Percent) of the sale proceeds that will pertain to the sale of apartments/units in the Said Building together with sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said 80% (Eighty Percent) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property on **REVENUE SHARE** basis.
- ix. **THE ARCHITECT** shall mean such person or persons/organization who may be by appointed by the Developer for designing and planning of the building.
- x. **ADVOCATE** shall mean such persons/organization who may be appointed by the Developer.
- xi. **TRANSFER** with its grammatical variations shall include transfer by sale and by and other means adopted for effecting transfer of space under the law.
- xii. **BUYER/TRANSFeree** shall mean a person or persons to whom any space in the new building shall be transferred by the Developer.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

xiii.

WORDS IMPORTING SINGULAR shall mean plural and vice versa and masculine gender shall also include feminine and neuter gender.

REPRESENTATIONS

Prior to the execution of these presents, the Owner hereby represents to the Developer as follows:

1.
 - (a) The Owner is the absolute owner of the Said Property free from all encumbrances;
 - (b) The Owner has not entered into any agreement or agreement for sale or created any mortgage or encumbered with anybody in respect of the Said Property;
 - (c) The Said Property is free from all encumbrances, charges, liens, suits, *lispens*, attachments, trust whatsoever;
 - (d) The Said Property is not affected by any attachment including attachments under any Certificate Case or any proceedings started at the instance of the Income Tax and Wealth Tax Authorities or Government Authorities under the Public Demand Recovery Act or otherwise whatsoever;
 - (e) There are no Certificate Case or proceedings pending against the Owner for realization of arrears of Income Tax or other taxes or otherwise under the Public Demand Recovery Act or any other Act for the time being in force;
 - (f) The Said Property is not affected by any notice or scheme of local authority or any other authority, Metropolitan Development Authority or the Government or any other public body or bodies;
 - (g) No Declaration has been made or published for the acquisition of the Said Property or any part thereof under the Land Acquisition Act for the time being in force for the acquisition of the Said Property;
 - (h) The Said Property or any portion thereof is not affected by any notice for acquisition or requisition under the Defence of India Act or Rules, framed thereunder or any other acts or enactments whatsoever;
 - (i) There is no impediment under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or transferring and conveying the Said Property by the Owner and there is no excess vacant land in the hands of the Owner under the said Act;
 - (j) There are no other adjacent plot owner/s or any other person/s having any pre-emptive right with respect to the Said Property.

2. The Owner is absolutely seized and possessed of and/or sufficiently or otherwise well entitled to the Said Property and the owner are fully aware that relying on such representation the Developer has agreed to enter into this agreement.



15 Apr 2016

3. The Owner hereby further represents to the Developer that at the time of construction they will fully co-operate for smooth construction.
4. All the local body rates, taxes, and outgoings prior to the handing over the vacant and peaceful possession of the Said Property by the Owner to the Developer shall be borne by the Owner.
5. The Owner has a clear and marketable title in respect thereof.
6. The Owner has full and absolute right to enter into this agreement.
7. There is no subsisting Agreement for Sale or Agreement for Development in respect of the Said Property.

The Developer on its part has conducted necessary searches in the office of the concerned department and upon being satisfied of the marketability of the title of the Said Property has agreed to develop and construct/cause to be constructed a residential-cum-commercial complex. **HOWEVER**, if any agreement/deed/document with regard to the Said Property comes to the knowledge of either the Owner/the Developer subsequent to the date execution of this Agreement, such agreement/deed/document shall be considered null and void and any person raising any claim or benefit accruing therefrom shall not be accepted.

THE BUILDING:

The Developer shall construct the Said Building/Complex comprising of apartments/units as per approval including common area on the ground floor, boundary wall, gate etc. at its own responsibility, cost and expenses on account of all the required labours, materials, equipments fixtures, fittings, utilities and other amenities/facilities strictly as per approved design and other amenities as the Proposed Specifications provided in the 2ND SCHEDULE of this Agreement.

DELIVERY OF THE SAID PROPERTY:

The Owner shall hand over the vacant possession of the said schedule property immediately from the date of execution of this Agreement.



APR 5 2016

DECLARATION

The Owner undertakes and declares that the Said Property is not mortgaged and/or hypothecated to any bank or financial authority and that the same is free from all encumbrances at time of signing of this Agreement.

STRUCTURAL DESIGN AND DRAWING

The Developer shall, within *30 (Thirty) days'* from the date of appointment of the Power of Attorney by the Owner, prepare the complete structural drawing and design of the proposed building and submit to the Owner for approval.

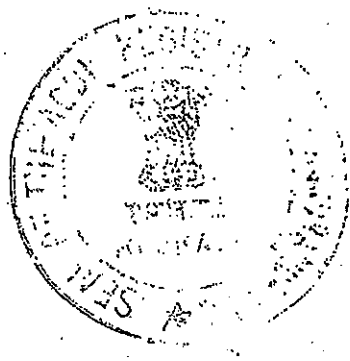
The Developer shall be responsible for the soundness of architectural, structural, electrical, plumbing and sanitary drawing and design as well as adequate natural calamity safety measures in the design & also the implementation of the same. The Developer shall bear the necessary cost for the said assignments.

COMMENCEMENT AND COMPLETION OF CONSTRUCTION

The Developer shall commence construction of the complex immediately from the date of sanction of the building plan. The formalities for submissions of the building plan for the proposed building shall be completed by the Developer within *3(Three) months'* from the date of execution of this Agreement and the development of the Said Property shall be completed within *60 (Sixty) months'* from the date of receipt of the sanction plan from the relevant authority. The period can be extended for a further period of *6 (Six) months'* depending upon the situation and mutually agreed by both the parties and/or otherwise as may be agreed upon by the Owner at their sole discretion.

POWER OF ATTORNEY

That the Owner shall execute and register a General Power Of Attorney for the Said Property in favor of the Developer at the time of signing this Agreement with full power to do whatever is required and necessary so as to construct the proposed building complex and sell the apartments along with the car parking space & proportionate share of the Said Property to the intending Buyer(s) as per Power of Attorney Act.



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NATIONAL SECURITY AGENCY
15 APR 2016

SHARE & DEPOSIT

In consideration of the Land Owner granting exclusive rights of development to the Developer under this Agreement, the Developer shall pay to the Land Owner, a refundable amount of Rs. 2,00,00,000/- (Rupees Two Crore Only) as "*Initial Interest Free Security Deposit*" and the said total consideration amount shall be paid in the manner following:

- (a) Rs. 50, 00, 000/- (Rupees Fifty Lakhs Only) on the execution of the Development Agreement;
- (b) Rs. 50, 00, 000/- (Rupees Fifty Lakhs Only) to be paid within a period of 15 (Fifteen) days' from the date of execution of the Development Agreement. However a Post - dated Cheque of the same amount shall be given to the Land Owner upon execution of the Development Agreement; and
- (c) The balance amount of Rs. 1, 00, 00, 000/- (Rupees One Crore Only) to be paid to the Land Owner upon obtaining sanction of the building plan.

Both the Owner and the Developer agree that in the Building Complex, the parties shall be entitled to the following allocations of sale proceeds:

- i. The Owner shall have 20% (Twenty Percent) share in respect of the entire sale proceeds collected by selling, disposing and alienating the all saleable apartments/units and parking spaces (both covered and open) proportionately TOGETHER WITH the said 20% (Twenty Percent) share in the undivided and un-demarcated common areas and installations ALONGWITH the said 20% (Twenty Percent) share in the Said Property; Such 20% (Twenty Percent) payment of the sale proceeds/revenue shall be paid by the Developer in favour of the Owner. The Owner shall, make a monthly adjustment of an amount equivalent to 15% of the revenue earned (vide cheque) by it to the Developer towards reimbursing the "*Initial Interest Free Security Deposit*".
- ii. The Developer shall have the balance/remaining 80% (Eighty Percent) share in respect of the entire sale proceeds collected by selling, disposing and alienating the all saleable apartments/units and parking spaces (both covered and open) proportionately TOGETHER WITH the said balance/remaining 80% (Eighty Percent) share in the undivided and un-demarcated common areas and installations ALONGWITH the balance/remaining 80% (Eighty Percent) share in the Said Property;



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
15 APR 2016

- iii. In case of any additional area (both ground coverage wise and floor wise) apart from the initially sanctioned building plan of the proposed project, the sale proceeds of such additional and saleable space/area shall be allocated in the same 20:80 (Twenty: Eighty) ratio as agreed upon between the parties herein above.

REALIZATION OF SALE PROCEEDS

- i. Upon sale of the apartments/units (including all saleable areas), the Developer shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount which shall be proportionately shared between the Owner and the Developer in the 20:80 (Twenty: Eighty) ratio as mentioned above. For the said purpose, both the Owner and the Developer have agreed to open a separate Bank Account to be referred to as "ESCROW ACCOUNT" so that all receipts toward sale/alienation of any part of the project (received in the Developer's name), shall be deposited in the said account only. The Parties herein agree that for the purpose of bifurcating the agreed ratio in terms hereof, 3 (Three) nos. of bank accounts shall be opened:

- a. 1st Account to be opened in the name of the Developer wherein the entire sale proceeds of a unit shall be deposited;
- b. 2nd Account to be opened in the name of the Owner; and
- c. 3rd Account to be opened in the name of Developer again.

The concerned bank shall be given irrevocable instruction by the Developer in respect of the 1st Account as not to allow any withdrawals from the said account and to transfer 20% of the credits there from to the 2nd Account in the name of the Owner and 80% to the 3rd Account in the name of the Developer. Save and except the transfer as afore-said, there shall be no other transaction of any manner in the 1st Account.

- ii. However, the Developer shall collect and deposit the service tax (as applicable) against the sale proceeds to the office of the concerned department and provide the duly signed receipts to the Owner.

CHARGES PRIOR TO CONSTRUCTION:

That in order to ensure the implementations and unhindered construction of the Project, the Owner shall make payments of Ground Rent (land revenue), Holding Tax, Electricity bills and other Bills up-to-date of signing of this Agreement.



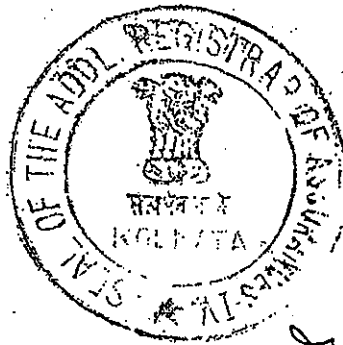
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

CHARGES DURING CONSTRUCTION

All applicable taxes, bills and charges of the Government and other concerned authorities (including Land Revenue Department) and any escalation thereof DURING the period from the date of taking over possession of vacant land (from the Owner) till the date of handing over possession of all the apartments/units to the Owner/prospective Buyers shall be borne by the Developer.

OWNER'S OBLIGATIONS

- i. The Owner shall make out the marketable title to the Said Property free from all encumbrances and reasonable doubts.
- ii. The Owner shall give an irrevocable right, subject to the satisfactory performance as agreed upon, to the Developer to construct buildings along with right to sell the units in the Said Building to the prospective purchasers, on ownership basis and to appropriate the sale proceeds from the prospective Purchasers.
- iii. It is specifically agreed that the Owner shall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the Said Property or any part or portion thereof.
- iv. The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer and the Owner shall submit only such plans as are prepared by the Developer through their Architects and copy of the finally approved plan shall be given to the Owner.
- v. The Owner shall allow free ingress to and egress from the Said Property to the Developer's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.
- vi. The Owner shall keep the Developer indemnified against all suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts of the owner or relating to the title of the Said Property, in any manner whatsoever or arising out of the Agreement.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

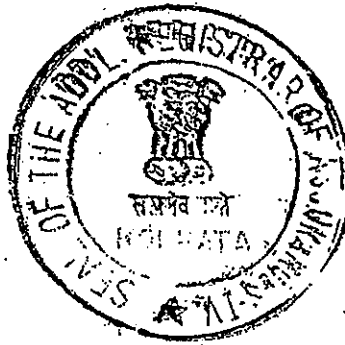
DEVELOPER'S RIGHTS

That in order to implement the project effectually and completely and facilitate the transfer of Developer's Allocation apartments/units, car parking and proportionate shares in the Said Property, the Developer shall on and from the date of execution and signing of this Agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient:

- i. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise/market and sale of the transferable land shares and the apartments/units and car parks.
- ii. To receive advances against and/or payments in full of the value payable by the Investors as price of the land shares and costs and charges for the complete construction of the apartments and car parks allotted to them.
- iii. To cancel an allotment and rescind any agreement with any Allottee/Buyer in case of his default in payment of the value or Installment within the time specified for same and his insolvency or detection of any fraud being practiced by him and to re allot the said Developer to some other Allottee/Buyer.

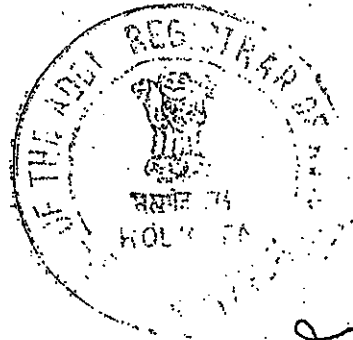
DEVELOPER'S OBLIGATIONS

- i. The Developer shall at its own costs raise/erect building/building complex/proposed project as per the sanctioned building plan/s of the concerned authority/ies.
- ii. Within *60 months'* from the date of sanction of the plan by the concerned authority, the Developer shall erect and complete the building in all respect in accordance with the direction of the Architect so appointed for the new construction of the said building so as to be fit for occupation subject however to force majeure and/or provision extension of period as mentioned in the succeeding clauses. The period can be extended for a further period of *6 (six) months*.
- iii. The Developer shall comply with all requirements for the concerned authorities and other local authorities relating to the construction of the said building on the Said Property and shall obtain all necessary approvals from the developing and/or planning authorities as and when required at the its own cost in the name and on behalf of the Owner.



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
A 5 APR 2010

- iv. The Developer undertakes to construct a minimum floor area of 9.50 lakh sq. ft. as proposed in the area chart/floor plan prepared by the Developer duly certified to be true and attached herewith forming part of this Agreement.
- v. The Developer shall, at its' own cost, be entitled to put up boundary around the Said Property and initiate all formalities and costs concerning land conversion and in that event, the Developer shall return to the Owner, all the asbestos sheets of the existing boundary wall.
- vi. All costs, charges and expenses from the date of execution of these presents including architects fees (appointed by the Developer in consultation with the Owner) and costs charges and expenses which may have to be paid shall be paid met and discharged by the Developer and the Developer hereby agrees to keep the owners indemnified against all actions, suits, proceedings, costs, charges and demand and claims in respect thereof.
- vii. The Developer shall also install and provide such facilities that may be required to be provided according to the statutory bye laws and regulations of the concerned local authority and/or other competent authority.
- viii. The Developer shall be under obligation to apply for and obtain completion certificate and occupancy certificate from the concerned local authority and the owners' shall have no financial liability on such account.
- ix. The Developer shall be authorized by the Owner to apply for and obtain temporary and/or permanent connection of water, electricity, gas and/or other inputs and facilities required for the new building.
- x. For any addition, alteration, modification, change or deviation in the construction of the new building, approval of the concerned local authority and other authorities as the case may be has to be obtained by the Developer and it will be solely responsible for such regulation at its own costs PROVIDED HOWEVER the owners shall render all assistance to the Developer in this regard as and when necessary for better development.
- xi. The construction of the new building shall be made as per the specifications approved by the Architect.



ADDITIONAL REGISTRAR
OF ASSURANCES IN KOLKATA
5 APR 2016

- xii. The Developer shall indemnify the owner in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the Said Property. The Developer shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.

xiii. **INDEMNITY BY DEVELOPER**

The Developer hereby indemnifies and undertakes to keep the Owner unaffected, harmless, non-labile, for whatsoever:

- a. The Developer shall, without fail, draw up a statement of sale of units on every 2nd and 4th Saturday of the English Calendar month and furnish the same to the Owner and shall continue this "Month By Month" till the entire units are sold. The Developer shall further furnish to the Owner, a "Status Report" of Construction Work at the Said Property from the concerned Architect, every 3 (Three) months.
- b. That during the development and construction of the proposed project as agreed upon in transaction with third party, allottees, prospective purchaser/(s), unique space in the building proposed to be constructed.
- c. For all Statutory liabilities, Sales Tax, TDS, Levies, fees, taxes as may be payable now or in future to be paid by the Developer exclusively.
- d. For any suit dispute payable for any third party including allottees, prospective purchasers, suppliers, contractors, consultant which will be settled by the Developer at its cost without injuring the interest rightly with the owner in title of the property thereby.
- e. That it is further agreed that prior to handing over peaceful vacant and fully habitability of the project and satisfying the realisation of the Amount/Amounts receivable by the Owner are agreed upon hereinabove. No person/persons of the



J
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

project/property shall be handed over to the third party prior to the written consent of the owner.

NOTWITHSTANDING anything contained in the preceding clauses, it is specifically agreed by and between the parties hereto that, after execution hereof the Developer shall be entitled to put up fencing around the Said Property or any portion or portions thereof, for the purpose of preventing any possible encroachment and shall also be entitled to put up fencing around the portions of the property in occupation of the unauthorised occupation, if any. The Developer shall also make arrangements for guarding the Said Property and preventing any encumbrance or encroachment by trespassers or unauthorised persons upon the Said Property or any part or portions thereof. All costs, charges and expenses in respect of the above shall be mutually borne by both the parties.

CONSTRUCTION PERIOD AND DELAY

The construction and development of the Said Property shall be completed within *60 (Sixty) months'* from the date of receipt of the sanction plan from the relevant authority. This period can be extended for a further period of *6 (Six) months'* subject to FORCE MAJEURE reasons. HOWEVER if the Developer still fails to complete the construction work within the stipulated period of *60 (Sixty) months + 6 (Six) months* for any reason whatsoever, the Developer shall compensate the Owner as per mutual agreement between the contracting parties. If at any time, after the execution of this Agreement, either party fails/neglects to carry out its obligations under this agreement, the other party shall become entitled to claim all losses and damages suffered by the defaulting party.

COMPLETION AND HANDING OVER

That after completion of construction of the building, the Developer shall invite the Owner or his authorized person in writing for a joint inspection on mutually convenient date (s). During such joint inspection, if there is any defect in the construction work, the Developer shall rectify, restore and repair such defective work at its cost within *30 (Thirty) days*. Thereafter if everything is found all right and the apartments are complete in all respect in habitable condition, the Owner or his authorized representative will take over the possession of his allocated portion immediately of receipt of a written notice from the Developer for taking over possession HOWEVER SUBJECT TO the simultaneous refund of the deposit money to the Developer. During the construction work, the Owner or his authorized representative may visit the construction site to see the progress of construction work time to time, if he so desires.



97
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
A 5 APR 2010

UNSOLD AREA

In the event any space or unit remains unsold after expiry of *1 (One) month* from the date of completion of the project and the grant of completion certificate thereof by the concerned authority, the said space/unit shall be divided and allocated between the Owner and the Developer in the 20:80 (Twenty: Eighty) ratio i.e., 20% in favour of the Owner and 80% in favour of the Developer.

AGREEMENT WITH TRANSFEREES/BUYERS

The Developer, by the Power Of Attorney shall have the right to negotiate sale and enter into agreement for the purpose of transferring and disposing of the apartments alongwith the total car parking spaces with undivided and un-demarcated proportionate piece of land in the project on the basis of the approved plan at a price to be determined by the Developer and to receive money from the prospective buyer and to acknowledge and give receipt.

FINAL DEED OF CONVEYANCE

The Final Deed of Conveyance to be entered into with all prospective Buyers shall have both the Owner and the Developer as the contracting parties (*the same to be signed by their respective Directors*).

COST OF TRANSFER OF DEVELOPER APARTMENTS

The cost of stamp duty, transfer fee, registration fee and other miscellaneous expenses for transfer of the Said Property **ALONGWITH** proportionate car parking space and with proportionate share of land to the Buyers shall be borne by the Buyers/Transferees.

INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT

That any point omitted in this agreement may be included or added subsequently in this agreement only if agreed upon by mutual consent of both the Owner and the Developer and be in writing and it shall be treated as part of this agreement.

FORCE MAJEURE

If for any *Force Majeure* reason i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air or any other major disturbances or for reasons that are beyond control of the Developer, any difficulty arises, the parties shall mutually make such arrangement(s) that may be fair and just as per circumstances.



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
A 5 APR 2010

DISPUTE AND ARBITRATION:

That in case of any dispute between the parties regarding this agreement, it is agreed that the dispute will be resolved amicably between the two parties and supplementary agreements may be subsequently made to mitigate the matter. If the parties are unable to resolve the dispute, the same shall be referred to Arbitrators appointed in a manner hereinafter provided;

The party raising the dispute shall serve a notice upon the other party advising that a dispute or difference has arisen and nominate in that notice its own arbitrator. The party receiving the notice shall, within 30 (Thirty) days' after receiving such notice, nominate its arbitrator and intimate the other party. The Arbitrators so appointed shall appoint a third arbitrator or an Umpire. The award of the arbitrators or the Umpire (as the case may be) shall be final, conclusive and binding upon the parties thereto. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.

ASSIGNMENT

This Agreement cannot be assigned or transferred to any third party without the consent of the either party in writing.

ENTIRE AGREEMENT

The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them. Any alteration, addition, or modification hereto shall not be valid and binding, unless the same is in writing and signed by or on behalf of both the parties.

COPIES OF AGREEMENT

One Copy of this Agreement shall be executed and each party shall have the right to retain 1 representative copy.

GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Union of Republic of India.

JURISDICTION

This Agreement shall be subject to the jurisdiction of the Courts at Kolkata only.



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
15 APR 2016

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land admeasuring 27.5 Bighas equivalent to 909 Decimals, more or less, comprised in R.S. Dag Nos. 783, 784, 785, 786, 647, 648, 661, 644, 645, 646, 623, 628, 629, 642, 630, 631, 632, 640, 641, 607, 606 and 602 corresponding to L.R. Dag Nos. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584 and 1585, recorded in present L.R. Khatian nos. 4612 & 4613, previously recorded as L.R. Khatian No. 3526, in J. L. No. 9, Mouza – Jafarpur, under Police Station – Titagarh and in the district of North 24 Parganas and the said premise is butted and bounded as follows:-

ON THE NORTH : BY MOUZA BABANPUR

ON THE SOUTH : BY OTHER DAGS

ON THE EAST : BY R.S. DAG NO. 783

ON THE WEST : BY R.S. DAG NO. 601



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
A 5 APR 2016

LAND DETAILS

<u>L.R. KHATIAN NO.</u> <u>(AT PRESENT)</u>	<u>R.S. DAG NO.</u>	<u>L.R. DAG NO.</u>	<u>AREA (IN DECIMAL)</u>	<u>NATURE OF LAND</u>
4612	783	1507	71	SHALI
4612	784	1508	46	DANGA
4612	785	1509	3	SHALI
4612	786	1510	70	SHALI
4612	647	1511	68	DANGA
4612	648	1512	28	DANGA
4612	661	1528	1	SHALI
4612	644	1545	94	DANGA
4612	645	1546	9	DANGA
4612	646	1550	40	SHALI
4612	623	1551	101	SHALI
4612	628	1560	32	SHALI
4613	629	1561	11	DANGA
4612	642	1563	24	DANGA
4612	630	1564	49	DANGA
4613	631	1565	16	SHALI
4613	632	1566	56	SHALI
4613	640	1581	32	SHALI
4613	641	1582	26	SHALI
4613	607	1583	102	SHALI
4613	606	1584	25	SHALI
4613	602	1585	5	SHALI/DANGA

TOTAL AREA - 909 DECIMAL



7
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

THE SECOND SCHEDULE ABOVE REFERRED TO PROPOSED SPECIFICATIONS

- a) FOUNDATION : RCC FOUNDATION
- b) SUPER STRUCTURE: REINFORCED CEMENT CONCRETE FRAMED STRUCTURE
- c) WALLS : BRICK MASONRY

ROOMS

- a) FLOOR : CERAMIC TILES IN LIVING/DINING AREA & BEDROOM
- b) WALL : PLASTER OF PARIS FINISH

KITCHEN

- a) FLOOR : CERAMIC TILES.
- b) COUNTER: BLACK STONE COUNTER TOP
- c) SINK : STAINLESS STEEL SINK
- d) DADO : CERAMIC TILES

TOILETS

- a) FLOOR : CERAMIC TILES
- b) DADO : GLAZED TILES
- c) W. C. : EUROPEAN TYPE OF JAGUAR/ PARRYWARE OR SIMILAR BRAND
- d) WASH BASIN: JAGUAR/PARRYWARE OR SIMILAR REPUTED BRAND
- e) FITTINGS: C.P.
- f) DOOR FRAME: WOODEN FRAME
- g) SHUTTER : FLUSH DOOR (DECORATIVE MAIN DOOR)
- h) WINDOWS : SLIDING ALUMINIUM (ANODIZED)
- i) ELECTRICAL: CONCEALED COPPER WIRING REPUTED MODULAR SWITCHES (CRABTREE/EQUIVALENT.)
- j) POWER SUPPLY: THROUGH WBSEB NETWORK
- k) GENERATOR : POWER BACK UP - 24X7
- l) LIET : REPUTED BRAND
- m) STAIRCASE/LOBBY: SPACIOUS STAIRCASE, ELEGANT LOBBY AND FLOOR CORRIDORS WITH GOOD QUALITY MARBLE/KOTASTONE/GRANITE
- n) WATER SUPPLY: 24X7 CAPTIVE WATER SUPPLY



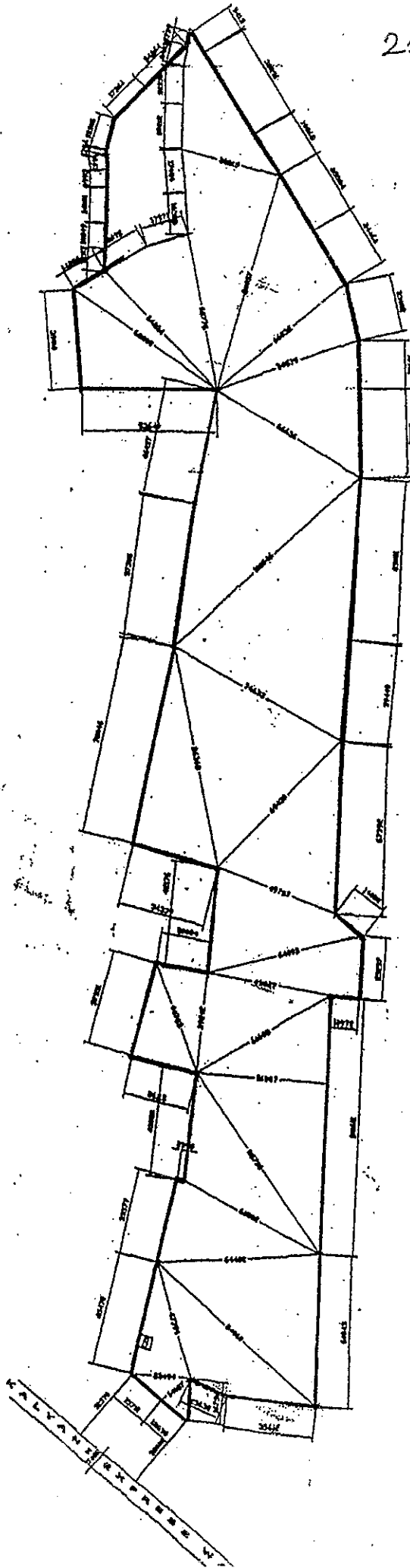
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

A 5 APR 2018

SURVEY SITE PLAN OF L.R. DAG NOS. 1507, 1508, 1509, 1510, 1511, 1512, 1528, 1545, 1546, 1550, 1551, 1560, 1561, 1563, 1564, 1565, 1566, 1581, 1582, 1583, 1584 & 1585, ALL UNDER L.R. KHATAN NOS. 4612 & 4613, AT MOUZA - JAFARPUR, J. L. NO.- 9, UNDER MOHANPUR GRAM PANCHAYET, P.S. - JITAGARH, DIST. - NORTH 24 PARGANAS.

SCALE: = N.T.S.

SOLD AREA OF LAND = 909 DECIMAL (M/L). SHOWN IN RED BORDER.



Omega Vanija Pvt. Ltd.
Omang Kumar
Director/Authorised Signatory

Omega Vanija Pvt. Ltd.
Kejil An
Director/Authorised Signatory

Magnolia Infrastructure Development Ltd.
[Signature]
Director

Signature of the OWNERS

Signature of the DEVELOPER

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

IN WITNESS WHEREOF, We have executed this Agreement for Joint Development on this day as mentioned above.

SIGNED AND DELIVERED for and on behalf of the within named OMEGA VANIJYA PRIVATE LIMITED, by its Directors (1) SRI UMANG NEMANI and (2) SRI RAJIB DAS, in the presence of:

OWNER:

Omega Vanijya Pvt. Ltd.
Umang Nemani
Director/Authorised Signatory

Omega Vanijya Pvt. Ltd.
Rajib Das
Director/Authorised Signatory

SIGNED AND DELIVERED for and on behalf of the within named MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED, by its Director, SRI VIVEK PODDAR in the presence of:

Magnolia Infrastructure Development Ltd.

[Signature]
Director

Vivek Poddar

DEVELOPER:

Rajib Das

Bosina

*Headline Agreement
P-7 Dohsen 1997, 17000-1*

Draft prepared by

Bhabendra Krishna Ray
Advocate

High Court, Calcutta.

2017.11.19



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

RECEIPT AND MEMO OF CONSIDERATION

Received from the DEVELOPER an amount of Rs. 1,00,00,000/- (Rupees One Crore Only), towards execution of this Agreement and part payment of the INITIAL INTEREST FREE SECURITY FEE DEPOSIT for DEVELOPMENT AND SALE of the property as described in the above Schedule in the manner as follows:

<u>CHEQUE/ CASH</u>	<u>DATED</u>	<u>DRAWN ON</u>	<u>AMOUNT (IN RS.)</u>
000457	14.03.2016	HDFC BANK LTD.	10,00,000/-
008325	15.04.2016	IDBI BANK LTD.	40,00,000/-
002591(PDC)	30.04.2016	IDBI BANK LTD.	50,00,000/-
TOTAL			1,00,00,000/-
			RUPEES ONE CRORE ONLY

Omega Vanijya Pvt. Ltd.

Manoj Kumar
Director/Authorised Signatory

Omega Vanijya Pvt. Ltd.

Peri's Son
Director/Authorised Signatory

OMEGA VANIJYA PVT. LTD.

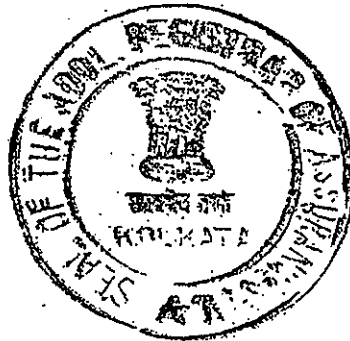
WITNESSES:

1. *Tapan K. Ghosh*
Bishnupur,
PO R Bishnupur
PS Rajasahar Kal-138

2. *Paravala Kundu*
Ball Lake City,
Ko Kkata - 700 097

Hindra Agrawal












Dr. ...



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2016

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

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

	LH					
	RH.					

Magnolia Infrastructure Development Ltd.

ATTESTED :-

(Signature)












	LH					
	RH.					

Director/Authorised Signatory

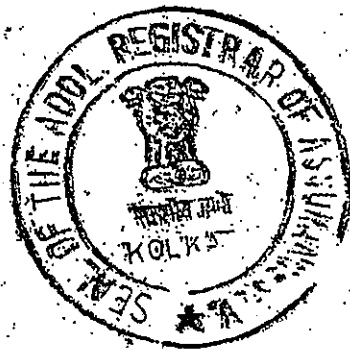
ATTESTED :-

(Signature)

Omega Varjya Pvt. Ltd.

	LH					
	RH.					

(Signature)



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
15 APR 2010

Seller, Buyer and Property Details

A- Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Shri VIVEK PODDAR 93 , DR. SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010

Landlord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	OMEGA VANIJYA PVT LTD NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI, Block/Sector: BLOCK E, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 PAN No. AAACO2968E;; Status : Organization; Represented by representative as given below:-
1(1)	Mr UMANG NEMANI NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI, Block/Sector: BLOCK E, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ABOPN7213K;; Status : Representative; Date of Execution 15/04/2016; Date of Admission : 15/04/2016; Place of Admission of Execution : Pvt. Residence
(2)	Mr RAJIB DAS MADHYAMGRAM , RANIPARK, P.O:- MADHYAMGRAM, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN - 700125 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India,; Status : Representative; Date of Execution : 15/04/2016; Date of Admission : 15/04/2016; Place of Admission of Execution : Pvt. Residence

Identifier Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD 93 , DR SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 PAN No. AAGCM8293C,; Status : Organization; Represented by representative as given below:-
1(1)	Shri VIVEK PODDAR 93 , DR. SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. APJPP9042B,; Status : Representative; Date of Execution : 15/04/2016; Date of Admission : 15/04/2016; Place of Admission of Execution : Pvt. Residence

B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr TAPAN KUMAR GHOSH Son of Late PANCHANAN GHOSH BISHNUPUR, P.O:- RAJARHAT BISHUPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Mr UMANG NEMANI, Mr RAJIB DAS, Shri VIVEK PODDAR	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1507 , LR Khatian No:- 3526	71 Dec	0/-	1,87,44,000/-	Proposed Use: Bastu. ROR: Shall Property is Road Adjacent 1 Metal Roa

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L2	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1508 , LR Khatian No:- 3526	46 Dec	0/-	1,21,44,000/-	Proposed Use: Bastu, ROR: Shall, Property is on Road Adjacent to Metal Road,
L3	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1509 , LR Khatian No:- 3526	3 Dec	0/-	7,92,000/-	Proposed Use: Bastu, ROR: Shall, Property is on Road Adjacent to Metal Road,
L4	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1510 , LR Khatian No:- 3526	70 Dec	0/-	1,84,80,000/-	Proposed Use: Bastu, ROR: Shall, Property is on Road Adjacent to Metal Road,
L5	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1511 , LR Khatian No:- 3526	68 Dec	0/-	1,79,52,000/-	Proposed Use: Bastu, ROR: Shall, Property is on Road Adjacent to Metal Road
L6	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1512 , LR Khatian No:- 3526	28 Dec	0/-	73,92,000/-	Proposed Use: Bastu ROR: Shall Property is Road Adjacent to Metal Road
L7	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1528 , LR Khatian No:- 3526	1 Dec	0/-	2,64,000/-	Proposed Use: Bastu ROR: Shall Property is Road Adjacent to Metal Road

Land Details

Sl. No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L8	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1545 , LR Khatian No:- 3526	94 Dec	0/-	2,48,16,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L9	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1546 , LR Khatian No:- 3526	9 Dec	0/-	23,76,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L10	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1550 , LR Khatian No:- 3526	40 Dec	0/-	1,05,60,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L11	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1551 , LR Khatian No:- 3526	101 Dec	0/-	2,66,64,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L12	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1560 , LR Khatian No:- 3526	32 Dec	0/-	84,48,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L13	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1561 , LR Khatian No:- 3526	11 Dec	0/-	29,04,000/-	Proposed Use: Bastu, ROR: Shali, Property is c Road Adjacent to Metal Road.

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L14	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1563 , LR Khatian No:- 3526	24 Dec	0/-	63,36,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L15	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1564 , LR Khatian No:- 3526	49 Dec	0/-	1,29,36,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L16	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1565 , LR Khatian No:- 3526	16 Dec	0/-	42,24,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L17	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1566 , LR Khatian No:- 3526	56 Dec	0/-	1,47,84,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L18	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1581 , LR Khatian No:- 3526	32 Dec	0/-	84,48,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L19	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1582 , LR Khatian No:- 3526	26 Dec	0/-	68,64,000/-	Proposed Use: Bastu, ROR: Sha Property is on Road Adjacent Metal Ro

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L20	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1583 , LR Khatian No:- 3526	102 Dec	0/-	2,69,28,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L21	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1584 , LR Khatian No:- 3526	25 Dec	0/-	66,00,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,
L22	District: North 24-Parganas, P.S:- Titagarh, Gram Panchayat: MOHANPUR, Mouza: Jafarpur	LR Plot No:- 1585 , LR Khatian No:- 3526	5 Dec	0/-	13,20,000/-	Proposed Use: Bastu, ROR: Shali, Property is on Road Adjacent to Metal Road,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
L1	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	71	100
L2	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	46	100
L3	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	3	100
L4	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	70	100
L5	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	68	100
L6	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	28	100
L7	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	1	100

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L8	OMEGA VANIJYA PVT.LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	94	100
L9	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	9	100
L10	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	40	100
L11	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	101	100
L12	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	32	100
L13	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	11	100
L14	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	24	100
L15	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	49	100
L16	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	16	100
L17	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	56	100
L18	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	32	100
L19	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	26	100
L20	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	102	100
L21	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	25	100
L22	OMEGA VANIJYA PVT LTD	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD	5	100

D. Applicant Details

Details of the applicant who has submitted the request on form	
Applicant's Name	VIVEK PODDAR
Address	93 DR SURESH CHANDRA BANERJEE ROAD, Thana : Bellaghata, District South 24-Parganas, WEST BENGAL, PIN - 700010
Applicant's Status	Buyer/Claimant

Office of the A.R.A. - IV KOLKATA, District: Kolkata
Endorsement For Deed Number : I - 190403614 / 2016

Query No/Year 19041000150659/2016 Serial no/Year 1904003281 / 2016
Deed No/Year I - 190403614 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Shri VIVEK PODDAR Presented At Private Residence
Date of Execution 15-04-2016 Date of Presentation 15-04-2016

Remarks

On 15/04/2016

Presented for registration at 15:00 hrs on 15/04/2016, at the Private residence of Shri VIVEK PODDAR.

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 23,99,76,000/-

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 15/04/2016

Presented for registration at 15:00 hrs on 15/04/2016, at the Private residence of Shri VIVEK PODDAR.

Presented for registration at 15:00 hrs on : 15/04/2016, at the Private residence by Shri VIVEK PODDAR .

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

Execution is admitted on 15/04/2016 by

Mr UMANG NEMANI DIRECTOR, OMEGA VANIJYA PVT LTD, NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI, Block/Sector: BLOCK E, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Mr UMANG NEMANI, Son of Mr RAJ KUMAR NEMANI, NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI, Sector: BLOCK E, P.O: NEW ALIPORE, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By profession Others
Indetified by Mr TAPAN KUMAR GHOSH, Son of Late PANCHANAN GHOSH, BISHNUPUR, P.O: RAJARHAT BISHUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Others

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

Execution is admitted on 15/04/2016 by

Mr RAJIB DAS DIRECTOR, OMEGA VANIJYA PVT LTD, NEW ALIPORE , 12 SHIVNATH SHASTRI SARANI Block/Sector: BLOCK E, P.O:- NEW ALIPORE, P.S:- New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Mr RAJIB DAS, Son of Mr DILIP DAS, MADHYAMGRAM , RANIPARK, P.O: MADHYAMGRAM, Thana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700125, By caste Hindu, By profession Others

Indetified by Mr TAPAN KUMAR GHOSH, Son of Late PANCHANAN GHOSH, BISHNUPUR, P.O: RAJARHAT BISHUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Others

Admission of the document (Under Section 68, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 15/04/2016 by

Shri VIVEK PODDAR DIRECTOR, MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD, 93 , DR SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 Shri VIVEK PODDAR, Son of Shri MILAN PODDAR, 93 , DR. SURESH CHANDRA BANERJEE ROAD, P.O: BELIAGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, By caste Hindu, By profession Others

Indetified by Mr TAPAN KUMAR GHOSH, Son of Late PANCHANAN GHOSH, BISHNUPUR, P.O: RAJARHAT BISHUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Others

Asit

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Under Section 68, W.B. Registration Rules, 1962

Admission of the document (Under Section 68, W.B. Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,10,094/- (B = Rs 1,09,989/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 1,10,094/-

Description of Draft

1. Rs 1,10,094/- is paid, by the Draft(8554-16) No: 151203000429, Date: 15/04/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 75,021/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on impressed type of Stamp, Serial no 1156, Purchased on 11/04/2016, Vendor named P CHatterjee.

Description of Draft

1. Rs 75,021/- is paid, by the Draft(8554-16) No: 151202000429, Date: 15/04/2016, Bank: STATE BANK OF INDIA (SBI), NEW TOWN TERMINUS BUILDING.



(Asit Kumar Joarder)
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 137833 to 137873
being No 190403614 for the year 2016.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2016.04.19 17:34:16 +05:30
Reason: Digital Signing of Deed.

AS

(Asit Kumar Joarder) 19-04-2016 17:34:15
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)