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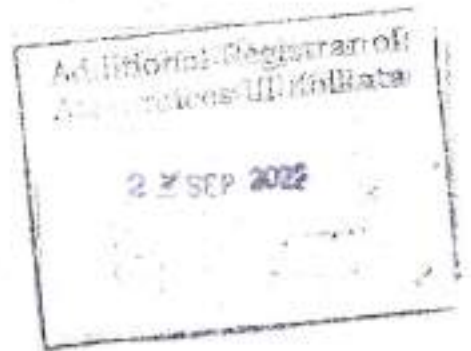
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Notified that the Document is admitted in  
 Registration The Signature Sheet and the  
 Instrument are attached to this document  
 in the part of this

*[Handwritten Signature]*

Additional Registrar  
 of Assurance-III, Kolkata



**DEVELOPMENT AGREEMENT**

**THIS JOINT DEVELOPMENT AGREEMENT** is made on this 29th day  
 of September, Two Thousand and Twenty Two

**-BETWEEN-**

Advertisement Registration of  
MITHUN SAHA & ASSOCIATES  
03 SEP 2022



Identified By Me  
Mithun Saha  
C/o Sri Ratan Saha  
16, Dum Dum Road, Kolkata-700 030  
P.O.- Ghughudanga, P.S.- Chitpur  
Occupation: Service

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata-700 001

No. ....  
Rs. ....  
Date .....

Name M/s. Suptiyo  
Room No. 48  
Temple Chandra Bera,  
Old Post Office Street, Kolkata-700001

Address .....

Vendor .....

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**SRI AJAY KUMAR GUPTA, [PAN AHFPG0320D] [AADHAAR No. 2293 8499 5938]**, son of Late Satish Kumar Gupta, by faith Hindu, by nationality Indian, by occupation Business, residing at Block 3, Flat No. 7B, Avani Oxford, Police Station Lake Town, Post Office Bangur Avenue, Kolkata 700055, District North 24 Parganas., hereinafter called "the **OWNER**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, successors, legal representatives, nominees and/or successors-in-interest) of the **ONE PART**

**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, Post Office Beliaghata, Police Station: Beliaghata, Kolkata - 700010, being represented by its Director, **SRI VIVEK PODDAR [PAN APJPP9042B] [AADHAR No. 7455 5971 0223]**, son of Sri Milan Poddar, by faith Hindu, by nationality Indian, by occupation Business, residing at BE-111, Salt Lake, Kolkata-700064, Post Office AE Market Salt Lake City, Police Station North Bidhannagar, District North 24 Parganas, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors in office) of the **OTHER PART:**

**WHEREAS:**

- A. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional

Additional Registrar of  
Assurances in Kerala  
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District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2369 to 2378, being Deed No. 07036 for the year 2013, one Sahadev Saha sold, conveyed and transferred All that piece and parcel of land classified as *Danga* measuring **44.87** (forty four point eight seven) decimal out of 93 (ninety three) decimal, be the same a little more or less in R.S. Dag No. 10373, appertaining to R.S. Khatian no. 1451, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.

- B. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2379 to 2391, being Deed No. 07037 for the year 2013, one Arundhuti Saha sold, conveyed and transferred All that piece and parcel of land classified as *Shali* measuring **06** (six) decimal in R.S. Dag No. 10340, *Danga* measuring **5.54** (five point five four) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, appertaining to R.S. Khatian no. 2030, *Shali* measuring **06** (six) decimal in R.S. Dag No. 10341, appertaining to R.S. Khatian no. **1332**, *Shali* measuring **10.96** (ten point nine six) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, *Doba* measuring **02** (two) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 2030 and *Doba* measuring **5.58** (five point five eight) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 8503, aggregating to **36.08** (thirty six point zero eight) decimal, lying and situated at Mouza

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Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.

- C. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 17, at Pages from 2392 to 2403, being Deed No. 07044 for the year 2013, said Arundhuti Saha sold, conveyed and transferred All that piece and parcel of land classified as *Danga* measuring **15.11** (fifteen point one one) decimal out of 38 (thirty eight) decimal, be the same a little more or less, in R.S. Dag No. 10357 and *Bagan* measuring **29.90** (twenty nine point nine zero) decimal out of 37 (thirty seven), be the same a little more or less, in R.S. Dag No. 10369, appertaining to R.S. Khatian no. 1451, 1717, 2030, 2031 and 8503, aggregating to **45.01**(forty five point zero one) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.
- D. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 3, at Pages from 6722 to 6734, being Deed No. 01525 for the year 2014, said Sahadev Saha sold, conveyed and transferred All that piece and parcel of land classified as *Danga* measuring **12.50** (twelve point five zero) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Doba* measuring **10.77** (ten point seven seven) decimal out of 22 (twenty two) decimal, be the

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Assurances in Kolkata  
2<sup>nd</sup> SEP 2022





same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1717, *Bagan* measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, *Doba* measuring **10.77** (ten point seven seven) decimal out of 22 (twenty two decimal), be the same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1451, *Danga* measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, appertaining to R.S. Khatian no. 4614, *Danga* measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, appertaining to R.S. Khatian no. 4613, *Danga* measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, appertaining to R.S. Khatian no. 4615, aggregating to **53.04** (fifty three point zero four) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.

- E. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 15<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 03, at Pages from 6711 to 6721, being Deed No. 01524 for the year 2014, said Arundhuti Saha sold, conveyed and transferred All that piece and parcel of land classified as *Bagan* measuring **15.25** (fifteen point two five) decimal out of 31 (thirty one) decimal, in R.S. Dag No. 10355, appertaining to R.S. Khatian no. 1451 and *Bagan* measuring **34.26** (thirty four point two six) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, appertaining to R.S. Khatian no. 1717, aggregating to **49.51** (forty nine point five one) decimal, lying and situated at Mouza

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Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta.

- F. By a Deed of Conveyance in Bengali Language (Bikray Kobala) dated 14<sup>th</sup> June, 2013, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, recorded in Book No. I, CD Volume No. 4, at Pages from 2355 to 2374, being Deed No. 01730 for the year 2014, one Sarupa Ghosh, Rckha Ghosh, Reba Ghosh, Bebi Ghosh, Rabindra Nath Ghosh and Chaya Ghosh sold, conveyed and transferred All that piece and parcel of land classified as *Danga* measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372, appertaining to R.S. Khatian no. 1332, *Danga* measuring **13.51** (thirteen point five one) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, *Bagan* measuring **0.55** (zero point five five) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, appertaining to R.S. Khatian no. 1451, *Bagan* measuring **7.10** (seven point one zero) decimal out of 37 (thirty seven) decimal, be the same a little more or less, in R.S. Dag No. 10369, appertaining to R.S. Khatian no. 8503, 1717, 2030, *Doba* measuring **22** (twenty two) decimal, in R.S. Dag No. 10370, *Danga* measuring **18.21** (eighteen point two one) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, *Danga* measuring **22.89** (twenty two point eight nine) decimal out of 38 (thirty eight) decimal, be the same a little more or less, in R.S. Dag No. 10357, appertaining to R.S. Khatian no. 2030, *Bagan* measuring **0.39** (zero point three nine) decimal out of 71 (seventy one) decimal, be the same a little more or less. in R.S. Dag No. 10356, *Danga* measuring **0.66** (zero point

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six six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Doba* measuring **0.46** (zero point four six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10368, appertaining to R.S. Khatian no. 1717, *Doba* measuring **0.42** (zero point four two) decimal out of 08 (eight) decimal, be the same a little more or less, in R.S. Dag No. 10343, appertaining to R.S. Khatian no. 2031 and 8503 and *Shali* measuring **0.52** (zero point five two) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, appertaining to R.S. Khatian no. 2031, aggregating to **107.21**(one hundred seven point two one) decimal, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas unto and in favour of Sri Ajay Kumar Gupta, free from all encumbrances.

- G. By virtue of above stated five Deeds of Conveyance said Ajay Kumar Gupta became owner of All that piece and parcel of land classified as *Shali* measuring **06** (six) decimal in R.S. Dag No. 10340, *Shali* measuring **06** (six) decimal in R.S. Dag No. 10341, *Shali* measuring **11.48** (eleven point four eight) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, *Doba* measuring **08** (eight) decimal in R.S. Dag No. 10343, *Bagan* measuring **15.80** (fifteen point eight zero) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, *Bagan* measuring **34.65** (thirty four point six five) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, *Danga* measuring **13.16** (thirteen point one six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Danga* measuring **38** (thirty eight) decimal in R.S. Dag No. 10357, *Bagan* measuring **05** (five) decimal out of 30 (thirty) decimal, be the same

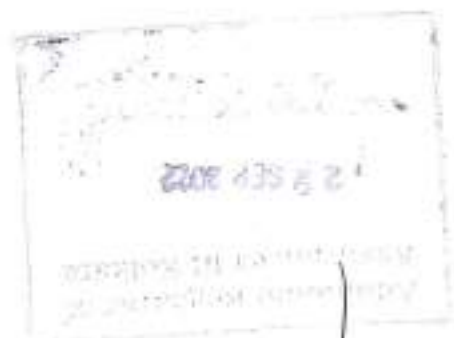


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a little more or less, in R.S. Dag No. 10358, *Danga* measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, *Danga* measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, *Danga* measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10368, *Bagan* measuring **37** (thirty seven) decimal, in R.S. Dag No. 10369, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10370, *Danga* measuring **23.75** (twenty three point seven five) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, *Danga* measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372 and *Danga* measuring **58.38** (fifty eight point three eight) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, aggregating to **335.72** (three thirty five point seven two) decimal, appertaining to R.S. Khatian nos. 1332, 1451, 1717, 2030, 2031, 4613, 4614, 4615 and 8503, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, more fully and particularly described in the First Schedule bellow and hereinafter referred to as '**Said Property**'.

- H. The Developer herein on being approached and requested by the Owner and also relying on the various representations and assurances given by the Owner with respect to the marketable title of the Said Property, has agreed to undertake and carry out development of the Said Property, morefully described in the **First Schedule** hereunder written and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property



by constructing a ready to use residential building/s (**Project**) comprising of various units, flats, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.

- I. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby mutually agreed and declared by and between the Parties hereto as follows:-

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
  - 1.1 "**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
  - 1.2 "**Approvals**" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;

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Addition of Registrar of  
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- 1.3 **"Association"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
- 1.4 **"Owner"** shall mean and include **AJAY KUMAR GUPTA** includes his respective successor or successors-in-interest.
- 1.5 **"Developer"** shall mean and include Magnolia Infrastructure Development Limited includes its successor or successors-in-interest and/or successors-in-office.
- 1.6 **"Said Property"** shall mean and include All that piece and parcel of land classified as *Shali* measuring **06** (six) decimal in R.S. Dag No. 10340, *Shali* measuring **06** (six) decimal in R.S. Dag No. 10341, *Shali* measuring **11.48** (eleven point four eight) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, *Doba* measuring **08** (eight) decimal in R.S. Dag No. 10343, *Bagan* measuring **15.80** (fifteen point eight zero) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, *Bagan* measuring **34.65** (thirty four point six five) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, *Danga* measuring **13.16** (thirteen point one six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Danga* measuring **38** (thirty eight) decimal in R.S. Dag No. 10357, *Bagan* measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, *Danga* measuring **11.94** (eleven point nine four) decimal

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Assurances in Kolkata  
29 SEP 2022



out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, *Danga* measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, *Danga* measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10368, *Bagan* measuring **37** (thirty seven) decimal, in R.S. Dag No. 10369, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10370, *Danga* measuring **23.75** (twenty three point seven five) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, *Danga* measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372 and *Danga* measuring **58.38** (fifty eight point three eight) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, aggregating to **335.72** (three thirty five point seven two) decimal, appertaining to R.S. Khatian nos. 1332, 1451, 1717, 2030, 2031, 4613, 4614, 4615 and 8503, lying and situated at Mouza Baruipur, J.L. No. 31, within the jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, more fully described in the **First Schedule** hereunder written. The same shown and delineated in **RED** borders in the map or plan marked "**X**" annexed hereto.

- 1.7 "**Project**" shall mean and include buildings consisting of residential Flats and parking spaces to be constructed at or upon Land comprised in the "Said Property" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- 1.8 "**Units**" shall mean and include the Flats (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other

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GOVERNMENT OF INDIA



residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway and not by walking through the living space of another household) and Car parking Spaces, which would be available for independent use and occupation at the said Project.

- 1.9 **"Carpet Area"** of the Units mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the local panchayet/municipal body and the prevailing state government statutes.
- 1.10 **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project.
- 1.11 **"Development Work"** shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Panchayet/Municipal laws and the Building Rules.
- 1.12 **"Sanctioned Plan"** shall mean and include the building Plan which shall be sanctioned and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.



Additional Receipt of  
Advances in respect of  
25 SEP 2002



- 1.13 **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top solar power installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the Ground floor level of the Project which are not identified as Common Areas by the Developer.
- 1.14 **"Owner's Allocation"** shall mean and include **35% (THIRTY FIVE) percent** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **clause no. 14.1**.
- 1.15 **"Developer's Allocation"** shall mean and include the **65% (SIXTY FIVE) percent** of the Total Sale Proceeds, defined below, of the Units comprised in the Projects per the provisions contained in **clause no. 14.2**.
- 1.16 **"Total Sale Proceeds"** shall mean and include the amounts as may be received, realized and/or collected by the Developer from the intending buyers towards consideration against "Residential Flats" and "Car Parking Spaces" etc. including but not limited to preferred location charges, floor escalation charges which will be tendered by the nomination/cancellation charges, which will be tendered by the intending buyer/s either in part or full, as applicable, excluding the **excluded receipts** specifically mentioned in **clause no.14.4** hereunder.

Additional Receiver of  
Assurances in Kolkata  
25 SEP 2012



- 1.17 "**Escrow Bank Account**" shall mean the Bank Account to be jointly opened by the Owner and the Developer as provided in clause 15 hereunder.
- 1.18 "**Architect**" shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned plan as also the Panchayet/Municipal laws and the Building Rules.
- 1.19 "**Buyers**" shall mean and include the intending Buyers/Transferees of flats, car parking spaces and other saleable spaces, at the Project.
- 1.20 "**Competent Authority**" shall mean and include the Municipality/*Gram Panchayat* as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
- 1.21 "**Development Rights**" shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) enter upon and take permissive possession of the Said Property from the Owner for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
  - (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry



out the development and construction of the Project/Complex in accordance with the Approvals;

- (iii) to carry out all the infrastructure and related works / constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use or occupation of all Units and/or sealable areas comprised in



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Department of Health and Human Services  
U.S. Department of Health and Human Services



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the Project to the respective intending purchasers / transferees;

- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- (vii) apply for and obtain any Approvals in its name or in the name of the Owner, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owner for the purpose of development and construction of the Project;
- (viii) generally any and all other acts, deeds and things incidental or ancillary for the development of the Complex as more elaborately stated in this Agreement;

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1.23 **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

## **2 INTERPRETATIONS:**

- 2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2 Any covenant by the Developer and/or the Owner not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3 Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.

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- 2.4 The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- 2.5 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6 In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

### **3 PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT**

#### **3.1 Purpose:**

- 3.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.
- 3.1.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- 3.1.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except





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any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

3.2 **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

3.3 **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use building/s, complex comprising of various independent flats, units, car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter.

#### 4 **MUTUAL COVENANTS:**

4.1 The Owner and the Developer jointly and severally represent and covenant with each other as follows:

- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owner and Developer are competent to perform their respective obligations hereunder.



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- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
  - (c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Property in such manner as contemplated in this Agreement; and
  - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owner and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgement of any court of competent jurisdiction which directly or in directly affect the Said Property and/or this Agreement.

5 **OWNER'S REPRESENTATIONS:** The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Developer.

5.1 The Owner is absolute owner in respect of the "Said Property", more fully described in the **First Schedule** hereunder written.



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- 5.2 The "Said Property" are free from all encumbrances, mortgages, charges, *liens*, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owner or Owner's predecessors-in-title.
- 5.3 The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owner to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.
- 5.4 The Owner has not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- 5.5 The Land Revenue, municipal taxes/ panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owner and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement, the Owner herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owner, subject to the term that the Owner shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.

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- 5.6 The "Said Property" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Property" and/or the development thereof.
- 5.7 The "Said Property" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.
- 5.8 There are no subsisting agreement or arrangement entered into by the Owner concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owner with the same in any manner whatsoever;
- 5.9 The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

**6. DEVELOPER'S REPRESENTATIONS:**

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.



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6.3. The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project in phases and the same strictly in accordance with the plan to be obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

**7. DEVELOPMENT WORK:**

7.1. The Owner being desirous of development of the Said Property has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.

7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.

7.3. The Owner hereby agree to allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.

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- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein.
- 7.5. The Owner should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owner until such time the development is completed in all regards.

**8. DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in one or more phases and the same in accordance with the sanctioned plans and as per the municipal/ *panchayet* laws and building



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rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.

- 8.2. The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of Municipal/ Panchayet Laws. The Developer shall cause to be prepared the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (**FAR**).
- 8.3. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.
- 8.5. The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.

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- 8.6. The development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Flats in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the **Second Schedule** hereunder written.
- 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal/panchayet laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.

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- 8.9. The Developer shall keep the Owner indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the Municipality/Gram Panchayat as be required under the statutes.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Property" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the Municipality/ Gram Panchayet and/or the competent authority, all positively within 36 (THIRTY SIX) months from the date of approval and/or sanction of the Plansin respect of the proposed building from the Competent Authority with a grace period of 12 (twelve) months (hereinafter referred to as the "**Project Completion Date**").
- 8.12. The Developer shall complete the construction work of the said Project within the period as contemplated in **Clause 8.11** hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.

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8.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.

8.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Property" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the "Residential Flats" and "Car Parking Spaces" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

**9. OWNER'S OBLIGATIONS/COVENANTS**

9.1. The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.

9.2. The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.

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- 9.3. The Owner shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 9.4. The Owner shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the said Project by the Developer.
- 9.5. The Owner shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation in terms of **clause 17.1**.
- 9.6. The Owner shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original Sanctioned Plan from the Competent Authority in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 9.7. The Owner shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or



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upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project.

- 9.8. The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 9.9. The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1)West Bengal Land Reforms Act, 1955and (2)Urban Land (Ceiling & Regulations) Act, 1976 from the Competent Authority as may be required by the Developer in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer in this regard.
- 9.10. It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall

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obtain the same in the name of the Owner at the costs and expenses of the Developer.

- 9.11. The Owner shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owner shall remain suspended during the duration of such Force Majeure.
- 9.12. However, if any existing clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owner and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owner. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owner are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.
- 9.13. It is further clarified that if the Owner's title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owner and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owner's Allocation accordingly.

9.14. **Powers and Authorities**



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- 9.14.1. **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 9.14.2. **Power of Attorney for Construction and Sale of Units:** The Owner shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of all Units.
- 9.14.3. **Further Acts:** The Owner shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 9.15. The Owner herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" and/or the "said Plots of Land" nor part with possession of the "said Plots of Land", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owner's Allocation" in terms hereof.



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**10. CONSTRUCTION WORK:**

- 10.1. The construction of the said Project shall be strictly as per the Municipal/ Panchayet Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the sanctioned plans and/or in violation of the Municipal/ Panchayet Laws and/or the Rules, regulations and bye-laws there under.
- 10.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owner shall not in any manner be responsible.
- 10.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the



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Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owner shall not in any manner be liable.

- 10.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the **Second Schedule** hereunder written.
- 10.5. Both the Parties shall exclusively be liable towards their part for registering itself and complying with all provisions of Real Estates Regulation Act or West Bengal Real Estate (Regulation and Development) Rules 2021.
- 10.6. The Developer hereby assures that the Owner would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

**11. COSTS OF CONSTRUCTION:**

- 11.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing

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development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the plan to be sanctioned and/or approved by the competent authority.

- 11.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Panchayet/ Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 11.4. It is agreed and made clear that the Owner herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 11.5. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the construction of the said Project.

## **12. PUBLICITY & MARKETING**

- 12.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other

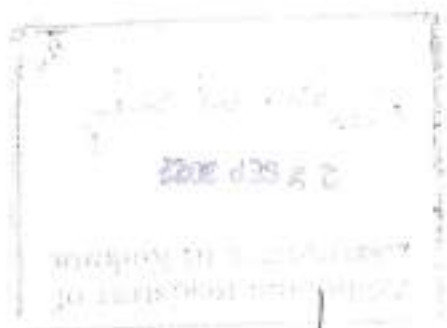
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constructed areas or spaces, parking spaces, commercial spaces (if any) and other facilities comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer. The Owner and the Developer will jointly decide the basic sale price of each Unit in writing. It has been agreed between the Parties that, the Developer shall not be entitled to sell any Unit below the basic sale price without prior approval from the Owner in writing.

- 12.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 12.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name only in the Escrow Bank Account in respect of sale of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 12.4 The Owner and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale / allotment for sale, booking of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of sale of any flat, apartment, Unit or any other space / area in the Project to be developed or constructed over the "Said Property".



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- 12.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws. Moreover, The Developer herein shall be entitled to cause the publicity and marketing for sale of the Project under the brand name "**MAGNOLIA**", owned by the Developer or its sister company.
- 12.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned below, save and except the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST and other taxes, as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, municipal/panchayat taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the **Excluded Receipts**", morefully mentioned in clause 14.4 herein below), which shall be exclusively received by the Developer for its use of the respective purposes.



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12.7 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

**13. SALE OF UNITS/PROJECT:**

13.1. The Developer would sell, transfer or otherwise dispose of the Residential Flats and Car Parking Spaces of the Project in favour of the intending buyers, on ownership basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:

13.2. The minimum rate at which the Residential Flats shall be sold or transferred shall be the basic sale price as be agreed between the Parties.

13.3. Photocopies of each allotment and/or agreement entered with any intending buyer/transferee shall be handed over on a monthly basis by the Developer to the Owner.

13.4. All sale deeds may be signed and registered by the Developer through the constituted attorney appointed by the Owner on the term that the immediate full consideration after all adjustments are deposited in Escrow Bank Account of the Parties as per this Agreement. However, the power and authorities as to be given by the Owner to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owner.

13.5. It has been agreed that post the payment of the allotment money by the intending purchasers, the entirety of the Total Sale

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Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale of the several flats and car parking spaces of the Project would be taken in the name of the Joint Escrow Account and all buyers/transferees shall be notified in respect thereof and deposited in the Escrow Bank Account of the parties as provided hereunder.

- 13.6. For the sale of the flats, car parking spaces and other saleable spaces of the Project as per **Clause 13.1** above, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owner hereby agree and confirm.
- 13.7. The Parties hereto hereby agreed that all agreements, contracts, deeds and documents for sale of the Residential Flats and Car Parking Spaces of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owner and which the Project Advocate may approve.
- 13.8. The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "Said Property" of its said brand **"MAGNOLIA"**.

This clause should be read in conjuncture with Clause 12.6 herein above.

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#### **14. ALLOCATION OF TOTAL SALE PROCEEDS**

- 14.1. The Parties have agreed that in consideration of the Owner entrusting the development of the "Said Property" and construction of the proposed Project to the Developer as per the terms herein recorded, the Owner herein shall be entitled to **35 % (THIRTY FIVE PERCENT)** of the Total Sale Proceeds for and on account of sale of the several "Residential Flats" and "Car Parking Spaces" at the proposed Project and.(all comprised in the "**Owner's Allocation**").
- 14.2. The parties have also agreed that in consideration of the Developer herein at its own costs undertaking and carrying out development of the "Said Property" as also construction of the proposed Project as also carrying out its other obligations herein recorded or arising here from, the Developer shall be entitled to **65 % (SIXTY FIVE PERCENT)** of the Total Sale Proceeds in respect of the several "Residential Flats" and "Car Parking Spaces" at the proposed Project; (all comprised in the "**Developer's Allocation**").
- 14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" shall be as defined.
- 14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Developer from the Buyers of "Flats" and "Car Parking Spaces" towards deposits and other costs, charges and expenses:-
- (a) Stamp duty, Registration fees and all other legal expenses as may be collected from the intending Buyers respectively of

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the "Residential Flats" and "Car Parking Spaces" at the Project;

- (b) Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of "Residential Flats" and "Car Parking Spaces" at the Project;
- (c) The amounts towards reimbursement of Municipal Taxes, Panchayet Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of "Residential Flats", "Car Parking Spaces" and "Other Saleable Spaces" of the Project;
- (d) Amounts of deposit for Electricity Board, Association Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of "Residential Flats", "Car Parking Spaces" and "Other Saleable Spaces" of the Project;
- (e) Amounts which are received from the intending Buyers of "Flats" and "Car Parking Spaces" on account of or as extras towards generator, transformer and other installations and facilities, legal fees, club membership, maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.
- (f) Deposits and expenses for purchase, installation and maintenance of the common installation (including but not limited to the areas, facilities and amenities and/or the Said Property, earmarked for common use and enjoyment of the



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Buyers of the Units), more fully described in clause no. 1.14 above.

- 14.5. The Parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers all Excluded Receipts, more fully mentioned in clause 14.4 above in its own bank account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owner herein shall not in any manner be accountable or responsible. However, all such excluded receipts, which are required to be handed over to the Association shall be handed over to the Association by the Developer, upon formation of such Association.
- 14.6. The parties have also agreed that Total Sale Proceeds shall be distributed according to the respective shares of the parties therein mentioned in **Clauses 14.1 and 14.2** hereinabove.
- 14.7. If in case, the Developer decides to launch the sales of whole or part of the Flats by the process of lottery, then and in such circumstance, the application money and the allotment money shall be received by the Developer separately in its own bank account from the lottery applicants/buyers. After the process of lottery having being completed and after receipt of the entire allotment amount from the successful applicants/buyers, the Developer would forthwith deposit the application amounts and the allotment amounts so received in the Escrow Bank Account and the amount received from the unsuccessful applicants would be refunded back to such applicants along with an interest amount (if any) as would be declared for such event before the lottery process by the Developer alone without any obligation or liability upon the Owner. In the event of any amount being

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forfeited from the lottery applicants/buyers due to any default, the same shall be appropriated by the Developer at its own risks and consequences without any obligation or liability upon the Owner therefor.

- 14.8. In the event of cancellation of booking of Flats by the intending buyers, the parties hereto would be liable to return the refundable amount on account of such bookings in their respective proportion mentioned in **Clause 14.1 and 14.2** above. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.

**15. ESCROW BANK ACCOUNT:**

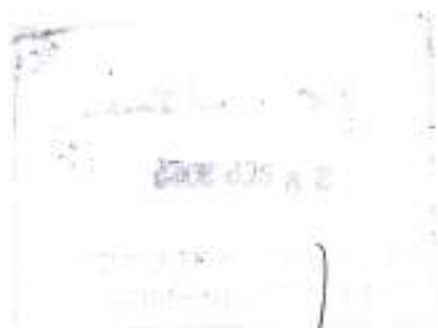
- 15.1 A joint escrow bank account shall be opened by the Developer and the Owner for and on account of the Project and the same with such bank (**Escrow Banker**) as the Developer and the Owner shall jointly think proper. The Developer herein shall operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and consideration amounts for and on account of sale or otherwise Transfer/disposal of the Residential Flats of the Project, shall be deposited in such joint Escrow Bank Account.
- 15.2 The Escrow Banker would be authorised and instructed to disburse and distributethe amounts, which would from time to



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time be deposited in the Escrow Bank Account to transfer in the separate Bank Accounts respectively of the Owner and the Developer in the ratio of **35:65** It is made clear that the Owner's Bank Account shall be entitled to be transferred **35%** of such amount and that the Developer's Bank Account shall be entitled to be transferred **65%** of such amount.

- 15.3 It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Flats" and "Car Parking Spaces" towards Excluded Receipts, mentioned in clause 14.4 above, shall not be deposited in the above Escrow Bank Account but the same shall be encashed by the Developer in its own bank account and further be dealt by the Developer in the manner as it would think proper as provided in Clause 14.5 hereinabove.
- 15.4 The Parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Total Sale Proceeds and their respective entitlements in terms thereof and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.
- 15.5 The Parties have agreed that the Developer herein shall, after receiving **Rs. 40,00,000/- (RUPEES FORTY LAKH)** only as refund of Security Deposit in terms of **Clause 16.2** hereto, be entitled to change the said arrangement for transfer and disbursement of the amounts, which would be deposited in the Escrow Bank Account in the manner as provided in **Clause 15.2** above, and the same for and on account of refund to the Developer, the amount of security deposit in the manner as provided in **Clause 16.2** hereunder. Such change shall be valid



only till adjustment of the Security Deposit as per **Clause 16.2** hereto.

**16. SECURITY DEPOSIT:**

16.1. The Developer herein shall deposit with the Owner a sum of **Rs. 40,00,000/- (RUPEES FORTY LAKH)** only (**Security Deposit**) as mentioned in the Memorandum hereunder and by way of interest free, refundable, security deposit, the same would be payable in the following manner:

16.2. The Owner shall adjust the said Security Deposit amounting to the sum of **Rs. 40,00,000/- (RUPEES FORTY LAKH)** only mentioned above from the sale proceeds.

16.3. For the purpose of operating the Escrow Bank Account, the Owner herein shall grant Special Power of Attorney authorizing and empowering the Developer and/or its nominee or nominees and further to do all acts, deeds, matters and things for causing necessary change in the arrangement with the Bank for transfer and disbursement of the amounts, which would be deposited in the Joint Escrow Bank Account in the manner as provided in **Clause 16.2** above and the same limited for the purpose of refund to the Developer in respect of the security deposit amount in the manner as stated in **Clause 16.2** above. Such Special Power of Attorney shall at all times be irrevocable for all purposes for which it is granted until refund of the Security Deposit whereupon the same shall automatically stand revoked.

**17. MORTGAGE:**

17.1. The Owner hereby agree, undertake and acknowledge that after the issuance of the Sanctioned Plan, the Developer shall be



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entitled, to obtain loans and/or advances from the Banks and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deeds or through a Deed of Simple Mortgage of and in respect of the Said Property and the same on such terms and conditions as the Developer shall think proper.

17.2. To enable the Developer to raise finance exclusively for development of the "Said Property", the Owner shall extend its cooperation and assistance as may be required for obtaining such loans and advances from the Banks and/or Non-Banking Financial Companies (NBFCs) as also for creating charge over the "Said Property" and/or the project. The Owner for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owner to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCs). Such Power shall be used by the Developer only when the Owner have failed to execute the finance related documents within 7(Seven) days from such request by the Developer.

17.3. The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owner shall not be liable or responsible in any manner what so ever.

17.4. The Developer shall keep the Owner as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest

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and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owner or any buyer/transferee in the Project in this regard.

**18. RATES, TAXES AND MAINTENANCE:**

- 18.1. The Owner herein shall bear and pay the land revenue, Panchayet/ Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 18.2. On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Panchayet/ Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and makes over the Residential Flats and Car Parking spaces of the Project to the buyers and the buyers start paying the same.
- 18.3. On and from the date of completion of the proposed Project as also making over of possession of the several Residential Flats, and Car Parking Spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Panchayet/ Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Residential Flats and Car Parking spaces.
- 18.4. On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage

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and administer the day to day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

- 18.5. The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.

**19. CERTAIN DEFAULTS AND CONSEQUENCES:**

- 19.1. In case the Developer fails to construct and complete the Project with in completion time as contemplated in **Clause 8.11** above then and in such event, the Developer shall be entitled to a further grace period of 12 (twelve) months subject to the Developer paying the "delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owner and the Developer as may be agreed in the Unit/Flat Transfer Agreement during such extended grace period of 12 (twelve) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 12 (twelve) months, then and in such event, the Developer, in addition to the said delay penalty/amount and other liabilities and consequences to be paid by the Developer as aforesaid, shall also pay to the Owner an amount equivalent to the interest on the cost of the pending Construction work to the extent of 40% (forty percent) of the pending cost of the Construction work in the

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pending Project at an interest rate of 12% (twelve percent) and the same till the completion of the Project.

19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in **Clause 27** hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

**20. MISCELLANEOUS:**

20.1. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owner nor shall the parties hereto constitute an Association of persons.

20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

20.3. The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer. Provided however that the name of the building shall bear the word "**MAGNOLIA**" which is the brand logo of the Developer.



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- 20.4. On completion of the development of the "Said Property" and construction of the said Project as also distribution and payment of the Net Sale Proceeds between the Owner and the Developer of the Owner's allocation and the Developer's allocation respectively mentioned in **Clauses 14.1 and 14.2**, this Agreement shall stand fulfilled.
- 20.5. The Owner and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Owner and/or his authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property" upon giving prior notice of 24 hours to the Developer.
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owner and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.



20.10. The Owner and the Developer herein affirms that no title or any ownership of the Said Property is being transferred in favour of the Developer herein in this Agreement.

**21. NOTICES:**

21.1. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owner shall address all such notices and other written communications to **SRI. VIVEK PODDAR**, the Director of the Developer and the Developer shall address all such notices and other written communications to **SRI AJAY KUMAR GUPTA**, the authorized representative of the Owner.

**In case of notices to be sent to Developer**

**SRI VIVEK PODDAR,**

Director of,

**MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Registered Address:

93, Dr. Suresh Chandra Banerjee Road,

Post Office: Beliaghata,

Police Station: Beliaghata

South 24 Parganas,

Kolkata - 700010

**In case of notices to be sent to Owner:**

**SRI AJAY KUMAR GUPTA**

Address:

Block 3, Flat No. 7B, Avani Oxford,

Additional Report of  
Asst. Surgeon III Kohzab  
2 SEP 2022



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Police Station: Lake Town,  
Post Office: Bangur Avenue,  
Kolkata - 700055,  
District: North 24 Parganas

- 21.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served **(1)** if delivered personally, at the time of delivery **(2)** if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.
- 21.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.
- 21.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered **not** to have been served.
- 22 No Assignment/Nomination:** Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.
- 23 DOCUMENTATION:**
- 23.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owner.
- 23.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale of the Residential Flats, Car Parking

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Spaces and other saleable spaces of the Project shall be prepared by **Supriyo Basu & Associates, Advocates (Project Advocate)** and the same shall be strictly in accordance with the agreed terms under this agreement.

**24 ENTIRE AGREEMENT:**

24.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

24.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

**25 AMENDMENTS:**

25.1 No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

**26 SEVERABILITY:**

26.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.



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**27 ARBITRATION AND CONCILIATION:**

- 27.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- 27.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

**28 JURISDICTION:**

- 28.1 The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**“SAID PROPERTY”**



All that piece and parcel of land classified as *Shali* measuring **06** (six) decimal in R.S. Dag No. 10340, *Shali* measuring **06** (six) decimal in R.S. Dag No. 10341, *Shali* measuring **11.48** (eleven point four eight) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10342, *Doba* measuring **08** (eight) decimal in R.S. Dag No. 10343, *Bagan* measuring **15.80** (fifteen point eight zero) decimal out of 31 (thirty one) decimal, be the same a little more or less, in R.S. Dag No. 10355, *Bagan* measuring **34.65** (thirty four point six five) decimal out of 71 (seventy one) decimal, be the same a little more or less in R.S. Dag No. 10356, *Danga* measuring **13.16** (thirteen point one six) decimal out of 22 (twenty two) decimal, be the same a little more or less, in R.S. Dag No. 10356/12574, *Danga* measuring **38** (thirty eight) decimal in R.S. Dag No. 10357, *Bagan* measuring **05** (five) decimal out of 30 (thirty) decimal, be the same a little more or less, in R.S. Dag No. 10358, *Danga* measuring **11.94** (eleven point nine four) decimal out of 12 (twelve) decimal, be the same a little more or less, in R.S. Dag No. 10365, *Danga* measuring **1.23** (one point two three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10366, *Danga* measuring **0.83** (zero point eight three) decimal out of 02 (two) decimal, be the same a little more or less, in R.S. Dag No. 10367, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10368, *Bagan* measuring **37** (thirty seven) decimal, in R.S. Dag No. 10369, *Doba* measuring **22** (twenty two) decimal in R.S. Dag No. 10370, *Danga* measuring **23.75** (twenty three point seven five) decimal out of 33 (thirty three) decimal, be the same a little more or less, in R.S. Dag No. 10371, *Danga* measuring **20.50** (twenty point five zero) decimal out of 25 (twenty five), be the same a little more or less, in R.S. Dag No. 10372 and *Danga* measuring **58.38** (fifty eight point three eight) decimal out of 93 (ninety three) decimal, be the same a little more or less, in R.S. Dag No. 10373, aggregating to **335.72** (three thirty five point seven two) decimal, appertaining to R.S. Khatian no. 1332, 1451, 1717, 2030, 2031, 4613, 4614, 4615 and 8503, lying and situated at Mouza Baruipur, J.L. No. 31, within the

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Assurances of Kolka  
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jurisdiction of Additional District Sub-Registration Office at Baruipur, District South 24 Parganas, delineated in **RED** borders in the map or plan marked "**X**" annexed hereto and butted and bounded;

- ON THE NORTH : By R.S. DAG NO. 13064, 10375, 10374, 10386,  
10387
- ON THE EAST : By PANCHAYAT ROAD PART OF R.S. DAG NO.  
10371, 10372, 10373
- ON THE SOUTH : By R.S. DAG NO. 10344, 10358
- ON THE WEST : By PART OF R.S. DAG NO. 10355, 10358, 10366

**THE SECONDSCHEDULE ABOVE REFERRED TO**

**Specifications**

• **Structure**

RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.

• **Exteriors**

Cement plaster; Cement based painting over water repellent coating.

• **Flooring**

Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.

• **Interiors**

Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies

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- **Kitchen**

Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.

- **Toilets**

Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.

- **Doors**

Wooden Door Frames; Solid core Flush Shutters for main entrance door with night latch and magic eye; Outside finish: Polished Teak Veneer, Inside: paint finish. Painted Wooden Door Frames; Solid Core Flush shutters for all internal doors with paint finish.

- **Windows**

Anodised Aluminium Frames with fully glazed shutters.

- **Stairs**

Indian Patent Stone Flooring; MS railing.

- **Roof**

Properly waterproofed.

- **Lift Facia**





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Vitrified Tiles with Granite / marble in ground floor lobby.

- **Electrical**

Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens; Conduiting for Cable TV.

- **Plumbing**

Internal concealed plumbing.

- **Power Back-up**

Emergency power backup for Common Area Lighting and lifts.  
500w back up in each flat.



**IN WITNESS WHEREOF** the parties hereto hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED      SEALED      AND  
DELIVERED at **Kolkata** in the  
presence of:**

1. Milham Saha,  
18, Dum Dum Road,  
Kolkata - 700030.

Ajay Kumar Gupta,

**SRI AJAY KUMAR GUPTA**  
**[OWNER]**

2. Animesh Mondal  
6 no old post office street  
Kolkata - 1

Magnolia Infrastructure Development Ltd.  
Director

**SRI VIVEK PODDAR**  
**[DIRECTOR, MAGNOLIA INFRASTRUCTURE**  
**DEVELOPMENT LIMITED]**  
**[DEVELOPER]**

**Prepared & Drafted By:**

Sumit Chakraborty

Advocate, High Court at Calcutta

**[SUMIT CHAKRABORTY]** 59



Received of and from the within named Developer the within mentioned amount of Refundable Security Deposit as per the Memorandum hereunder written:

**Rs. 40,00,000/- only (Rupees Forty Lakh) Only;**

**MEMORANDUM**

<b>Mode</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
UTIBR52022082400 353603	24/08/22	HDFC Bank, Lake Town Branch	7,00,000/-
IBKLR62022082401 600297	24/08/22	HDFC Bank, Lake Town Branch	3,00,000/-
AXSK22237000749 6	25/08/22	HDFC Bank, Lake Town Branch	2,50,000/-
ICICR22022082500 011161	25/08/22	HDFC Bank, Lake Town Branch	7,50,000/-
UTIBR52022082600 353366	26/08/22	HDFC Bank, Lake Town Branch	10,00,000/-
IBKLR62022092801 600575	28/09/22	HDFC Bank, Lake Town Branch	10,00,000/-
<b>TOTAL</b>			<b>40,00,000/-</b>

**Witness:**

1. *Mithun Saha*

*Ajay Kumar Gupta*

**SRI AJAY KUMAR GUPTA  
[OWNER]**

2. *Animesh Mondal*

**Identifier:**

*Mithun Saha*  
**Name:** Mithun Saha  
**Father's Name:** Ratan Saha  
**Address:** 16, Dum Dum Road  
**Post Office:** Ghugudanga  
**Police Station:** Chitpur  
**PIN** 700002  
**Occupation:** Service

29 SEP 1952  
REGISTERED OFFICE OF THE REGISTRAR OF ASSURANCES



SITE PLAN OF R.S DAG NO-10340,10341,10342,10343,10344,10355,10356,10358/12574,  
13057,10358,10365,10366,10367,10368,10369,10370,10371,10372,10373  
MOI/ZA-BARIIPUR,J.L.NO-31,GRAM PANCHAYET-MADARAT GRAM PANCHAYET,  
P.S-BARIIPUR,DISTRICT-SOUTH 24 PARGANAS.



Magnolia Infrastructure Development Ltd.

Director

NOTE :- 1. ALL DIMENSION ARE IN METRE.  
2. AREA OF THE LAND=13147.699 SQ.MT.=141521.032 SQ.FT.  
=09 BIGHA, 16 KATVA, 8 CHATAK, 41.032 SQ.FT.

OWNER :- AJAY GUPTA  
DEVELOPER :- MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD.

Ajay Man Gupta



29 SEP 2022  
Additional Register of  
Associations in Kolkata





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192022230131073031  
GRN Date: 28/09/2022 17:06:11  
BRN : 88168698  
Payment Status: Successful  
Payment Mode: Online Payment  
Bank/Gateway: ICICI Bank  
BRN Date: 28/09/2022 17:08:06  
Payment Ref. No: 2002858675/4/2022  
(Query No\*/Query Year)

Depositor Details

Depositor's Name: MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD  
Address: DR.S.C.BANERJEE ROAD KOLKATA - 700010  
Mobile: 9874871156  
EMail: ACCOUNTS@MAGNOLIAINFRASTRUCTURE.IN  
Contact No: 9874871156  
Depositor Status: Seller/Executants  
Query No: 2002858675  
Applicant's Name: Mr SUPRIYO BASU AND ASSOCIATES  
Identification No: 2002858675/4/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002858675/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002858675/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	40021
			<b>Total</b>	<b>115042</b>

IN WORDS: ONE LAKH FIFTEEN THOUSAND FORTY TWO ONLY.

Additional Registrar of  
Assurances in Kataka  
22 SEP 2022



UNDER RULE 44A OF THE I.R. ACT 1908

SIGNATURE OF  
PRESENTANT/EXECUTANT/  
SELLER/BUYER/CAM  
ENT WITH PHOTO


 1	LH					
		LITTLE	RING	MIDDLE	FORE	THUMB
	RH					
		THUMB	FORE	MIDDLE	RING	LITTLE

*Wandana* SIGNATURE -

 2	LH					
		LITTLE	RING	MIDDLE	FORE	THUMB
	RH					
		THUMB	FORE	MIDDLE	RING	LITTLE

*Ajay Karthika*

SIGNATURE - *Ajay Karthika*

 3	LH					
		LITTLE	RING	MIDDLE	FORE	THUMB
	RH					
		THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE -



Additional Register of  
Assurances in Kolkata.  
2<sup>nd</sup> SEP 2022

7







भारतीय विशिष्ट पहचान प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

Enrollment No. : 1492/51309/16713

To  
 Mithun Saha

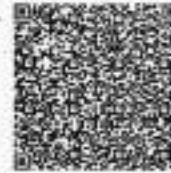
28/07/2017

S/O: Ratan Saha  
 Room No- 14, C.I.T. Building, Block- 6  
 16 Dum Dum Road  
 Seven Tanks Bus Stop  
 Kolkata  
 Ghugudanga, Kolkata, Kolkata,  
 West Bengal - 700030  
 9831529706



KA287585480FH

28758548



आपका आधार क्रमांक / Your Aadhaar No. :

**4154 3244 6922**

मेरा आधार, मेरी पहचान



भारत सरकार  
 Government of India



Mithun Saha

DOB: 03/09/1982

Male

4154 3244 6922



मेरा आधार, मेरी पहचान

*M. Saha*

4154 3244 6922

Address: S/O Ratan Saha,  
Room No-14, C.I.T. Buiding,  
Block-6, 16 Dum Dum Road,  
Seven Tanks Bus Stop, Kolkata,  
Ghugudanga, West Bengal,  
700030

~~Ministry of Information and Public Relations~~  
~~Ministry of Information and Public Relations~~



- आर आर डेटा हर से सुरक्षित है ।
- आर आर अविद्य से सुरक्षित और गैर-सुरक्षित सेवाओं को प्राप्त करने से सुरक्षित है ।
- आर आर हर जगह से उपलब्ध है ।
- आर आर हर जगह से उपलब्ध है ।
- आर आर हर जगह से उपलब्ध है ।
- आर आर हर जगह से उपलब्ध है ।

**INFORMATION**

- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।
- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।
- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।
- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।
- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।
- आर आर हर जगह से उपलब्ध है, गैर-सुरक्षित को नहीं ।

संज्ञा







आयुष्य विभाग





সার্বভৌম সরকার  
Government of India

অজয় কুমার গুপ্তা  
Ajay Kumar Gupta

ডায়াগনস্টিক / DOB: 04/02/1969  
পুরুষ / Male

2293 8499 5938



আমার আধার, আমার পরিচয়

Ajay Kumar Gupta





আধার

ভারত সরকার প্রাধিকরণ

भारत सरकार प्रधिकरण Authority of India

ঠিকানা: এস/ও: সতীশ কুমার গুপ্ত,  
অভিনি ওক্সফোর্ড, ব্লক ৩, ফ্ল্যাট ৭বি,  
১৩৬, জেসোর রোড, দিয়ার লেকটown  
ফুইকি পুন, লেকটown, বাঙ্গুর  
অভিনিউ, উত্তর ২৪ পরগনা, বাঙ্গুর  
অভিনিউ, পশ্চিম বঙ্গ, ৭০০০৫৫

Address: S/O: Satish Kumar  
Gupta, AVANI OXFORD, BLOCK  
3, FLAT7B, 136, JESSORE  
ROAD, NEAR LAKETOWN  
SWIMMING POOL, LAKETOWN,  
Bangur Avenue, North 24  
Parganas, Bangur Avenue, West  
Bengal, 700055

2293 8499 5938



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help@uidai.gov.in

www

www.uidai.gov.in

Ajay Kar Gupta





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

MAGNOLIA INFRASTRUCTURE  
DEVELOPMENT LIMITED

12/08/2010  
Permanent Account Number  
AAGCM8293C



18120316



<p>जायकर विभाग INCOME TAX DEPARTMENT</p> <p>VIVEK PODDAR</p> <p>MILLAN PODDAR</p> <p>18/01/1981</p> <p>Permanent Account Number: APJFP9042B</p> <p><i>Vivek Poddar</i> Signature</p>		<p>भारत सरकार GOVT OF INDIA</p> <p>भारत भारत</p>  <p>1806003</p>
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पुस्तकालय / सर्वेसुख पुस्तकालय / पुस्तकालय  
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ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আইডি / Enrollment No. : 1111/11804/01369

15/02/2014

To  
Vivek Poddar  
ভিভেক পোদার  
S/O: Milan Poddar  
BE-111  
SALT LAKE SEC 1  
Bidhannagar(m)  
Bidhannagar CC Block, North 24 Parganas  
West Bengal - 700064



KL751778907FT

75177890



আপনার আধার সংখ্যা / Your Aadhaar No. :

**7455 5971 0223**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



ভিভেক পোদার  
Vivek Poddar  
পিতা : মিলান পোদার  
Father : Milan Poddar

জন্মতারিখ/DOB: 18/01/1981  
পুরুষ / Male

**7455 5971 0223**



আধার - সাধারণ মানুষের অধিকার





## তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

## INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় অনন্য পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা: J. মিলান পোদার, ইই-  
স্টলেক সেক্টর, বিধাননগর (এম)  
বিধাননগর সিডি ব্লক, উত্তর ২৪ পরগণা  
পশ্চিম বঙ্গ,

Address: S/O: Milan Poddar,  
BE-111, SALT LAKE SEC 1,  
Bidhannagar(m), North 24  
Parganas, Bidhannagar CC  
Block, West Bengal, 700064

7455 5971 0223

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1800 300 1947

help@uidai.gov.in

www  
www.uidai.gov.in







**SUPRIYO BASU & ASSOCIATES**  
ADVOCATES,  
Temple Chambers  
Room No. 48, Ground Floor  
6, OLD POST OFFICE STREET  
KOLKATA-700001

DEVELOPMENT AGREEMENT

... DEVELOPER

**MAGNOLIA INFRASTRUCTURE  
DEVELOPMENT LIMITED**

AND

... OWNER

**AJAY KUMAR GUPTA**

BETWEEN

=====

DATED THE 29<sup>th</sup> DAY OF September, 2022

=====

### Major Information of the Deed

Deed No :	I-1903-09661/2022	Date of Registration	29/09/2022
Query No / Year	1903-2002858675/2022	Office where deed is registered	
Query Date	22/09/2022 5:55:35 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIATES 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, 'PIN - 700001, Mobile No. : 9903635387, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,000/-]		
Set Forth value	Market Value		
Rs. 18/-	Rs. 9,06,44,400/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 40,105/- (Article:E, E, B)		
Remarks			

### Land Details :

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur, JI No: 31, Pin Code : 700144

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-10340	RS-1332	Bastu	Shali	6 Dec	1/-	16,20,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	RS-10341	RS-1451	Bastu	Shali	6 Dec	1/-	16,20,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L3	RS-10342	RS-1717	Bastu	Shali	11.48 Dec	1/-	30,99,600/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L4	RS-10343	RS-2030	Bastu	Doba	8 Dec	1/-	21,60,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L5	RS-10355	RS-2031	Bastu	Bagan	15.8 Dec	1/-	42,66,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L6	RS-10356	RS-4613	Bastu	Bagan	34.65 Dec	1/-	93,55,500/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L7	RS-10356/12574	RS-4614	Bastu	Danga	13.16 Dec	1/-	35,53,200/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,








L8	RS-10357	RS-4615	Bastu	Danga	38 Dec	1/-	1,02,60,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L9	RS-10358	RS-8503	Bastu	Bagan	5 Dec	1/-	13,50,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L10	RS-10365	RS-1332	Bastu	Danga	11.94 Dec	1/-	32,23,800/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L11	RS-10366	RS-1451	Bastu	Danga	1.23 Dec	1/-	3,32,100/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L12	RS-10367	RS-1717	Bastu	Danga	0.83 Dec	1/-	2,24,100/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L13	RS-10368	RS-2030	Bastu	Doba	22 Dec	1/-	59,40,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L14	RS-10369	RS-2031	Bastu	Bagan	37 Dec	1/-	99,90,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L15	RS-10370	RS-2031	Bastu	Doba	22 Dec	1/-	59,40,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L16	RS-10371	RS-4613	Bastu	Danga	23.75 Dec	1/-	64,12,500/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L17	RS-10372	RS-4614	Bastu	Danga	20.5 Dec	1/-	55,35,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L18	RS-10373	RS-4615	Bastu	Danga	58.38 Dec	1/-	1,57,62,600/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>335.72Dec</b>	<b>18 /-</b>	<b>906,44,400 /-</b>	
		<b>Grand Total :</b>			<b>335.72Dec</b>	<b>18 /-</b>	<b>906,44,400 /-</b>	






**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Ajay Kumar Gupta</b> Son of Late Satish Kumar Gupta Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office	<b>Photo</b>  29/09/2022	<b>Finger Print</b>  LTI 29/09/2022	<b>Signature</b>  29/09/2022
Avani Oxford, Block/Sector: 3, Flat No: 7B, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ahxxxxxx0d, Aadhaar No: 22xxxxxxxx5938, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED</b> 93, Dr. Suresh Chandra Banerjee Road, City:- Not Specified, P.O:- Bellaghata, P.S:-Bellaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 , PAN No.:: aaxxxxxx3c,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Vivek Poddar (Presentant)</b> Son of Shri Milan Poddar Date of Execution - 29/09/2022, , Admitted by: Self, Date of Admission: 29/09/2022, Place of Admission of Execution: Office	<b>Photo</b>  Sep 29 2022 1:55PM	<b>Finger Print</b>  LTI 29/09/2022	<b>Signature</b>  29/09/2022
BE- 111, Salt Lake, City:- Not Specified, P.O:- AE Market Salt Lake City, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: apxxxxxx2b, Aadhaar No: 74xxxxxxxx0223 Status : Representative, Representative of : MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (as Director)				

Main body of text, appearing as a list or series of entries. The text is extremely faint and illegible, but seems to be organized in a structured format, possibly a table or a list of items.



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>MITHUN SAHA</b> Son of RATAN SAHA 16, DUM DUM ROAD, City:- Not Specified, P.O:- Ghughudanga, P.S:- Chitpur, District:-North 24-Parganas, West Bengal, India, PIN:- 700030			
	29/09/2022	29/09/2022	29/09/2022
Identifier Of Shri Ajay Kumar Gupta, Shri Vivek Poddar			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-6 Dec

**Transfer of property for L10**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-11.94 Dec

**Transfer of property for L11**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.23 Dec

**Transfer of property for L12**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-0.83 Dec

**Transfer of property for L13**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-22 Dec

**Transfer of property for L14**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-37 Dec

**Transfer of property for L15**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-22 Dec

**Transfer of property for L16**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-23.75 Dec

**Transfer of property for L17**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-20.5 Dec

**Transfer of property for L18**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-58.38 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-6 Dec



Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-11.48 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-8 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-15.8 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-34.65 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-13.16 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-38 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Shri Ajay Kumar Gupta	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5 Dec





**Endorsement For Deed Number : I - 190309661 / 2022**

**On 29-09-2022**

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

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

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

Presented for registration at 13:20 hrs on 29-09-2022, at the Office of the A.R.A. - III KOLKATA by Shri Vivek Poddar

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 9,06,44,400/-

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

Execution is admitted on 29/09/2022 by Shri Ajay Kumar Gupta, Son of Late Satish Kumar Gupta, Avani Oxford, Sector: 3, Flat No: 7B, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Identified by MITHUN SAHA, , Son of RATAN SAHA, 16, DUM DUM ROAD, P.O: Ghughudanga, Thana: Chitpur, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Service

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

Execution is admitted on 29-09-2022 by Shri Vivek Poddar, Director, MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (Private Limited Company), 93, Dr. Suresh Chandra Banerjee Road, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010

Identified by MITHUN SAHA, , Son of RATAN SAHA, 16, DUM DUM ROAD, P.O: Ghughudanga, Thana: Chitpur, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 40,105.00/- ( B = Rs 40,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 5:08PM with Govt. Ref. No: 192022230131073031 on 28-09-2022, Amount Rs: 40,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 88168698 on 28-09-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 282008, Amount: Rs.50.00/-, Date of Purchase: 08/09/2022, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 5:08PM with Govt. Ref. No: 192022230131073031 on 28-09-2022, Amount Rs: 75,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 88168698 on 28-09-2022, Head of Account 0030-02-103-003-02



**Md Shadman**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - III KOLKATA**

**Kolkata, West Bengal**







Digitally signed by Samar Kumar  
Pramanick  
Date: 2022.10.13 11:25:20 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/10/13 11:25:20 AM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)