

পশ্চিयবঙ্গ पश्चिम बंगाल WEST BENGAL

AM 299322

11-15 hrs 13/05/23 13/05/23 2/107851123

A.R.A.

Additional Registrar of Assurances III Kolkate

1 3 MAY 2023

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Additional Registrat

#### **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT**executed on this 13th day of 2023 **BETWEEN** 

1

### 0 3 MAR 2023

SL: NO. 667,
NAME.

ADDRESS.

RS. WENDOR

KESAB KUMAR BASU

SERAMPO COURT.

M/s. Su

Room

6, Old Po

M/s. Supriyo Basu & Associates
Advocates
Room No. 48, Ground Floor,
Temple Chambers,
6, Old Post Office Street, Kolkata-700001







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





GRN	JT	let	aile	į
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**GRN Date:** 

GRN:

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BRN:

**GRIPS Payment ID:** 

**Payment Status:** 

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Successful

**Payment Mode:** 

Bank/Gateway:

**BRN Date:** 

**Payment Init. Date:** 

Payment Ref. No:

Online Payment

ICICI Bank

12/05/2023 11:46:54

12/05/2023 11:44:40

2001078511/1/2023

[Query No/\*/Query Year]

Total

#### **Depositor Details**

Depositor's Name:

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD

Address:

93, Dr. Suresh Chandra Banerjee Road. KOLKATA, West Bengal, 700010

Mobile:

9163322208

EMail:

accounts@magnoliainfrastructure.in

Contact No:

9163322208

**Depositor Status:** 

Seller/Executants

Query No:

2001078511

Applicant's Name:

Mr SUPRIYO BASU AND ASSOCIATES

Identification No:

2001078511/1/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 12/05/2023

Period To (dd/mm/yyyy):

12/05/2023

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001078511/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2001078511/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	20021

IN WORDS:

FORTY THOUSAND FORTY TWO ONLY

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# রাজারহাট-বিষ্ণুপুর২নং গ্রাম পঞ্চায়ত



গ্রাম - ছোটচাঁদপুর, ডাকঘর - রাজারহাট-বিষ্ণুপুর থানা - রাজারহাট, জেলা - উত্তর ২৪ পরগণা, পিন - ৭০০১৩৫ (রাজারহাট পঞ্চায়েত সমিতিভুক্ত)

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1. 3 MAY 2023

(1) SRI NIRMAL KUMAR SAHA (PAN: AJXPS8581N) (AADHAAR NO: 922894054813), (Voter Card ID. NO. YMM0512442) (Mobile No: 9830470864), son of Late Reoati Mohan Saha, by nationality India, by faith Hindu, by occupation Business, residing at Majherpara Teachers Colony, Kalaberia, Post Office: Rajarhat-Bishnupur and Police Station: Rajarhat, PIN-700135, District-North 24 Parganas, West Bengal, India (2) SRI KAMAL SAHA (PAN: CXSPS4661L) (AADHAAR NO: 965234960380), (Voter Card ID. NO. GGC1152941) (Mobile No: 9836191220), son of Late Rebati Mohan Saha, by nationality India, by faith Hindu, by occupation Business, residing at Majherpara, Post Office-Rajarhat-Bishnupur and Police Station: Rajarhat, PIN-700135, District-North 24 Parganas, West Bengal, India, (3) SRI BISWAJIT SAHA (PAN: DEAPS6732E) (AADHAAR NO: 4778-6414-0594), (Voter Card ID. NO. YMM0512467) (Mobile No: 9051683515), son of Late Rebati Mohan Saha, by nationality India, by faith Hindu, by occupation Business, residing at Majherpara Teachers Colony, Post Office: Rajarhat-Bishnupur and Police Station: Rajarhat, PIN-700135, District-North 24 Parganas, West Bengal, India, (4) SMT. ANJALI GHOSH (PAN: EEPPG0219N) (AADHAAR NO: 6072-5195-8900), (Voter Card ID. NO. WB/20/091/627232) (Mobile No: 9748606604), daughter of Late Rebati Mohan Saha, wife of Bishnupada Ghosh, by nationality India, by faith Hindu, by occupation House Wife, residing at Majherpara, Post Office: Rajarhat-Bishnupur, Police Station: Rajarhat, PIN-700135, District-North 24 Parganas, West Bengal, India, (5) SMT. NILIMA SAHA (PAN: GAKPS4485P) (AADHAAR NO: 3341-8854-8230), (Voter Card ID. NO. WB/12/080/384470) (Mobile No: 9123973298), daughter of Late Rebati Mohan Saha, by nationality India, by faith Hindu, by occupation House Wife, residing at B-10/24, Diagonal Road, Kalyani, PIN-741235, District-Nadia, Post Office-Kalyani and Police Station-Kalyani (6) SMT. NANDITA BHAUMICK (PAN: BLKPB2026B) (AADHAAR NO: 5968-7961-3559), (Voter Card ID. NO. YMM1567544) (Mobile No: 9830228140), daughter of Late Reboti Mohan Saha, by nationality India, by faith Hindu, by occupation House Wife, residing at Majherpara Teachers Colony, Post Office-Rajarhat-Bishnupur and Police Station-Rajarhat, PIN-700135, District-North 24 Parganas, West Bengal, India, hereinafter collectively referred to as the "OWNERS", which expression shall, unless it be repugnant to the context or mean and include their respective heirs, executors,



administrators, representatives, successor-in-title and permitted assign) of the **ONE PART**;

#### AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (CIN: U70200WB2010PLC152199), (PAN-AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office Beliaghata, Police Station: Beliaghata, District South 24 Parganas, being represented by its Director, SRI VIVEK PODDAR (PAN: APJPP9042B), (AADHAAR NO: 7455-5971-0223), son of Sri Milan Poddar, by nationality Indian, by faith Hindu, by occupation Business, residing at BE-111, Sector-I, Salt Lake, Kolkata-700064, Post Office: AE Market (Salt Lake City), Police Station: Bidhannagar (North), District: North 24 Parganas, hereinafter referred to as the "Developer", which expression shall, unless it be repugnant to the context or mean and include its successor-in-title and permitted assign) of the OTHER PART;

The Owners and the Developer shall individually hereinafter referred to as 'Party' and collectively as 'Parties'.

#### WHEREAS:

1. At all material times, Sri Suresh Chandra Saha, son of Late Mahesh Chandra Saha by way of a Deed of Conveyance (*Bikray Kabala Patra*) dated 11<sup>th</sup> February 1963 registered in the Office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book-I, Volume No. 29, at Pages 75 to 80, being No. 1022 for the year 1963, sold, conveyed and transferred in favour of one Smt. Chameli Basu, wife of Sri Madan Mohan Basu, **ALL THAT** piece and parcel of land measuring 33 (thirty-thee) decimal, more or less, comprised in C.S. Dag No. 226 recorded under C.S. Khatian No. 994, Mouza Bishnupore, J.L. No. 44, Re. Sa. No. 126, Police Station: Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.



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- 2. Said Smt. Chameli Basu by way of a Deed of Conveyance (*Saaf Bikray Kabala*) dated 09<sup>th</sup> December 1970 registered in the Office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book-I, Volume No. 109, at Pages 250 to 254, being No. 7404 for the year 1970, sold, conveyed and transferred in favour of one Sri Rebati Mohan Saha, **ALL THAT** piece and parcel of land measuring 33 (thirty-thee) decimal, more or less, comprised in C.S. Dag No. 226 corresponding to R.S. Dag No. 237 recorded under C.S. Khatian No. 994 corresponding to R.S. (*Khanda*) Khatian Nos. 1306, 1307, 1308 and 1309, Mouza Bishnupore, J.L. No. 44, Re. Sa. No. 126, Police Station: Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred to "Schedule Proeprty" which are more fully described in the Schedule written hereunder), for the consideration mentioned therein.
- The said Sri Rebati Mohan Saha consequently got his name mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, vide L.R. Khatian No. 2743 (land share - 0.6429) and duly paid khajna/taxes thereof.
- 4. The said Sri Rebati Mohan Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 07<sup>th</sup> October 2010 leaving behind him, surviving his wife Bakulrani Saha and 03 (three) sons, namely, Sri Nirmal Kumar Saha, Sri Kamal Saha, Sri Biswajit Saha and 03 (three) daughters, namely, Smt. Anjali Ghosh, Smt. Nilima Saha, Smt. Nandita Bhaumick as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Rebati Mohan Saha in respect of the Schedule Property, each having an undivided 01/7<sup>th</sup> share and/or interest therein, as per Hindu Succession Act, 1956.
- 5. The said Bakulrani Saha, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 28<sup>th</sup> October 2016 leaving behind her, surviving 03 (three) sons, namely, Sri Nirmal Kumar Saha, Sri Kamal Saha, Sri Biswajit Saha and 03 (three) daughters, namely, Smt. Anjali Ghosh, Smt. Nilima Saha, Smt.



Nandita Bhaumick as her only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest in respect of the undivided 01/7<sup>th</sup> (one-seventh) share and/or interest of Late Bakulrani Saha in the Schedule Property, each having an undivided 1/6<sup>th</sup> (one-sixth) share and/or interest therein, as per the Hindu Succession Act, 1956.

- 6. The Owners being seized, possessed and well sufficiently entitled to the Schedule Property in the aforesaid manner intended to develop and commercially explot the same and in such regard hereby appoints the Developer herein to erect and construct a integrated development consisting of residential housing complex, commercial units together with open and covered car parking spaces therein (hereinafter referred as "Said Project") upon the Schedule Property by using and deploying necessary men, materials and labour by obtaining necessary building plan sanctioned from the concerned authority.
- Based on the mutual representations and assurances, the Parties have agreed to develop the Schedule Property for raising the Said Project on the terms and conditions that are mutually agreed between the Parties and set forth herein below.

# NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

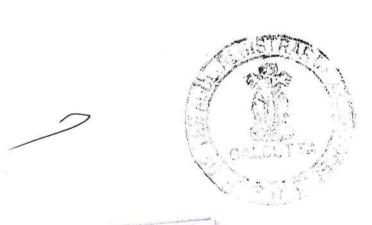
to the Developer that (1) the right, title and interest of the Owners in the Schedule Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens* (2) the Owners shall ensure that the Owners' title to the Schedule Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Schedule Property with any person or entity (4) the Schedule Property is at present not affected by any requisition or acquisition of any authority or authorities

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under any law and/or otherwise (5) the Owners have full right, power and authority to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

- warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer has and/or shall enter into several agreements with the Owners of contiguous and other properties near the Schedule Property for composite development of such contiguous and other properties near the Schedule Property (3) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial assistance from banks/financial institutions required for development of the Schedule Property and (4) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Schedule Property, by virtue of which the Developer shall be entitled to construct and commercially exploit a new residential building (hereinafter referred as "New Building") on the Schedule Property (hereinafter referred as "Project") on the basis of the sanctioned building plan (hereinafter referred as "SanctionedPlan", which includes all sanctioned/permissible modifications to be made thereto by the Developer, if any, from time to time) from Block Development Office, Rajarhat and Zilla Parishad, North 24 Parganas and other concerned authorities (hereinafter referred as "Planning Authorities") and prepared by architect appointed by the Developer.



4) Recording of Terms: The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between them with regard to the Project.

#### 5) Appointment and Commencement

- 5.1 **Appointment:** The Owners hereby appoints the Developer as the developer of the Schedule Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

#### 6) Sanction and Construction

- 6.1 **Sanctioned Plan:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction and/or modification and/or extension and/or addition of the Sanctioned Plan to ensure that full potential of FAR of the Schedule Property is utilized for construction of the New Building. It is clarified that the Developer shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned Plan and Completion Certificate).
- 6.2 Architect and Consultants: The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 6.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners,



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Additional Registrar of Assurances III Kolkata

construct, erect and complete the New Building in accordance with the Sanctioned Plan.

- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Building, common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). It is clarified that the adjacent or contiguous properties, if any, if developed by the Developer may be notionally or actually integrated or added to the Schedule Property in so far as sharing of common amenities and facilities are concerned such as club, roads, passages, green areas, gates, water connection, water reservoirs, sewage connection, lighting of streets, generator, transformer etc. The Owners confirms that they have no objection to this and the Developer shall be free to do anything that the Developer deems fit and proper in this regard.
- 6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.6 Temporary Connections: The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Schedule Property and/or which may affect the mutual interest of the Parties. The Owners shall



provide all co-operation that may be necessary for successful completion of the Project.

#### 7) Completion of the Project:

Promoter will complete the entire process of Development within a period of 24 (Twenty Four) months or 2(two) years along with the 6 (six) months grace period, from the date of sanction of building plan, which sanctioned by the appropriate authority and the said plan will be prepared by the any appropriate authority or any other officer appointed by the promoter for that purpose.

#### 8) Possession

7.1 **Possession of Schedule Property**: At or before the execution of this Agreement, the Owners have delivered vacant and peaceful possession of the Schedule Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.

#### 9) Powers and Authorities

- 8.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its nominees necessary Power of Attorney (1) for the purpose of getting the building plan sanctioned/revalidated/modified/altered/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building and (2) for construction of the New Building and booking and sale of the flats and spaces in the New Building (hereinafter referred as "Units") to prospective purchasers (hereinafter referred as "Intending Purchasers").
- 8.2 **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.





#### 10) Allocation of the Parties:

- of the total constructed area in the residential units, located in the Buildings at the Said Project based on the available FAR. Such allocation shall comprise of residential units along with the open and covered car parking spaces, forming out of the 36% (thirty-six percent) allocation in the total constructed area in the residential units, located in the Said Project including proportionate land share appurtenant thereto along with common usage rights and priviledges in the Common Areas and Facilities in the Buildings at the Said Project.
- 10.2 It has been mutually agreed between the parties that the Developer herein shall deposit to the Owners a sum of **Rs. 1.5 Lakh (One lakh Fifty thousand only)** as non-refundable shifting charges for the period of 24 months or 2 years with the extension of 6 (six) months from the date of shifting.
- 10.3 The Developer herein shall deposit with the Owners a sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only towards refundable deposits against the saleable area and the same would be payable in the following manner:

Events	Amount	
On execution of this Agreement	Rs. 9,00,0	00/-
On Plan sanctioned by appropriate authority	Rs. 9,00,0	00/-
Total:	Rs.18,00,00	0/-

- 10.4 It has been mutually agreed between the parties that the Owners herein shall refund to the Devloper the abovementioned sum of Rs. 18,00,000/- (Rupees Eighteen Lakh only) in the following manner:
  - a. 30% of the abovementioned amount will be refunded on or after completion of roof casting;



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- b. 30% of the abovementioned amount wil be refunded on or after completion of brick works;
- remaining of the balace amount will be refunded on or after completion of flooring.
- 10.5 "Developer's Allocation" shall mean the 64% (sixty-four percent) of the total constructed area in the Buildings at the Said Project based on the available Floor Area Ratio (FAR), which shall include the residential units, the commercial units along with the open and covered car parking spaces, including proportionate land share appurtenant thereto along with common usage rights and priviledges in the Common Areas and Facilities in the Buildings at the Said Project.

#### 11) Obligations of the Developer:

- 11.1 Compliance with Laws: The development shall commence as per the Sanctioned Plan, schemes, rules, regulations, by-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such development and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 11.2 Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.



#### 12) Obligations of Owners

- 12.1 **Co-operation with Developer:** The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Schedule Property.
- 12.2 **Act in Good Faith:** The Owners undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 12.3 **Documentation and Information:** The Owners undertakes to provide the Developer with any and all documents and information relating to the Schedule Property as may be required by the Developer from time to time.
- 12.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 12.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.
- 12.6 No Dealing with Schedule Property: The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Schedule Property or any portions thereof, without the express consent and confirmation of the Developer.
- 12.7 Execution of Sale Agreements, Conveyances etc.: The Owners hereby covenant that the Owners, at the request of the Developer, shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Building in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.



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12.8 No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Schedule Property/Units: The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Schedule Property and/or any part thereof (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Schedule Property and (3) the Owners shall also grant consent for creation of charge/mortgage by the Developer or its nominee in respect of spaces/Units forming part of Developer's Allocation.

#### 13) Miscellaneous

- 13.1 Parties Acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 13.2 Essence of the Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenant and promises contained in this Agreement shall be the essence of this contract.
- 13.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 13.4 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 13.5 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.



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- 13.6 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 13.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 13.8 Name of Project: The name of the Project shall be decided by Developer.
- 13.9 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.
- 13.10 Headings: In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

#### 14) Defaults

14.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.



Additional Registrer of

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14.2 Force Majeure: Neither Parties hereto shall be held liable in the event of any force majeure circumstances, such as pandemic, lockdown, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

#### 15) Notice

- 15.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered/speed post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Director of the Owners.
- 16. **Arbitration:** Any disputes and differences arising out of this Agreement shall be governed by the Arbitration and Conciliation Act 1996 and the rules framed there under. The Hon'ble High Court at Calcutta shall have jurisdiction over this Agreement. The relevant laws under the Union of India shall govern this Agreement.



: 3 ANIM 5053

## SCHEDULE (Description of "Schedule Property")

ALL THAT piece and parcel of land measuring 33 (thirty-thee) decimal, more or less, (land share as per ROR-0.6429), comprised in C.S. Dag No. 226 corresponding to R.S./L.R. Dag No. 237 recorded under C.S. Khatian No. 994 corresponding to R.S. (*Khanda*) Khatian Nos. 1306, 1307, 1308 and 1309 corresponding to L.R. Khatian No. 2743, Mouza Bishnupore, J.L. No. 44, Re. Sa. No. 126, within the limits of Rajarhat-Bishnupur II Gram Panchayat, Police Station: Rajarhat, PIN- 700135, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal and the Schedule Property is delineated and demarcated in the **Plan** annexed herewith and bordered in colour **Red** thereon and butted and bounded as under:

On the North

: Part Land of R.S./L.R. Dag No. 237 (P)

On the East

Plot of Land R.S./L.R. Dag No. 235

On the South

Garm Panchayet Road

On the West

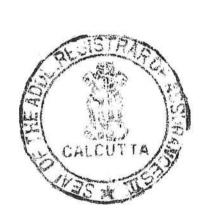
Plot of R.S./L.R. Dag No. 238



1 3 MAY 500.

IN WITNESS WHEREOF the Parties here to have hereunto set and subscribed their respective hands the day and the year first hereinabove written:

Nismal Kumar Saha SRI NIRMAL KUMAR SAHA	Konel Solu.  SRI KAMAL SAHA
SRI BISWAJIT SAHA	Anjali Rhaph.  SMT. ANJALI GHOSH
Nelima Saha.  SMT. NILIMA SAHA  [OWNE	Nandite Bhaumiele SMT. NANDITA BHAUMICK ERS]
For MAGNOLIA INFRASTRUCTU  Magnolia Infrastructu	
Director, SRI VIV	
WITNESSES:  1. Millium Sata  Le, Dum Dum Road,  Korkala - 700030.  2. Pacina Rabus Hon	Ayusman Dey Advocate High Court, Calcutta Farolment No. WB/7105/2012



Additional Registrar of Assurances III Kolkata

1 3 MAY 2023

# RECEIPT OF CONSIDERATION

Received of and from the within named Developer a sum of Rs. 9,00,000 /- (Rupess Nine Lakh only) of Refundable Deposit as per the Memorandum hereunder written:

BENEFICARY NAME	CHEQUE NO.	Date	Bank	Amount
NIRMAL KUMAR SAHA	338106	12/05/2023	IDBI BANK	3,00,000.00
BISWAJIT SAHA	338104	12/05/2023	IDBI BANK	3,00,000.00
KAMAL SAHA	338105	12/05/2023	IDBI BANK	3,00,000.00
		1	TOTAL	9,00,000.00

Nismal Kumar Sa	la Koml Sele!
SRI NIRMAL KUMAR SAHA	SRI KAMAL SAHA
Bisalegit Sala.	Anjali Pihasz
SRI BISWAJIT SAHA	SMT. ANJALI GHOSH
e e e e	
Nelema Saha.	Nandita Bhavnick
SMT. NILIMA SAHA	SMT. NANDITA BHAUMICK

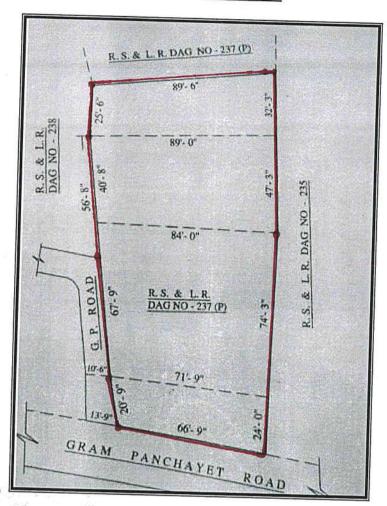
[OWNERS]



Additional Registrar of Assurances III Kolkata

3 MAY 2023

LAY OUT PLAN OF R.S./L.R. DAG NO. 237 corresponding TO L.R. KHATIAN NO. 2743, MOUZA BISHNUPORE, J.L. NO. 44, RE. SA. NO. 126, WITHIN THE LIMITS OF RAJARHAT-BISHNUPUR II GRAM PANCHAYAT, POLICE STATION: RAJARHAT, PIN- 700135, DISTRICT: NORTH 24 PARGANAS MEASURING ABOUT 33 DECIMALS



SRI NIRMAL KUMAR SAHA

SRI NIRMAL KUMAR SAHA

SRI KAMAL SAHA

Anjali Ghash

SRI BISWAJIT SAHA

SMT. ANJALI GHOSH

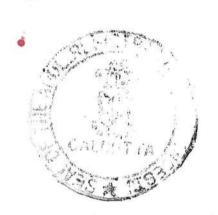
Magnolia Infrastructure Development Limited

Magnolia Infrastructure Development Ltd.

Director, SRI VIVEK PODDAR

Director

[Developer]

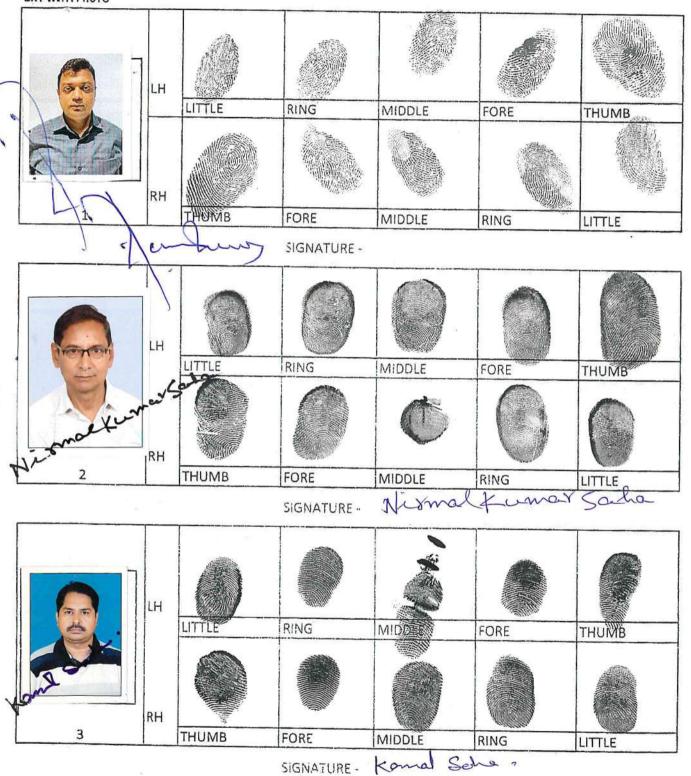


Additional Registrar of Assurances III Kolkate

1 3 MAY 3023

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

SIGNATURE OF PRESENTANT/EXECUTA NT/SELL,ER/BUYER/CAIM ENT WITH PHOTO



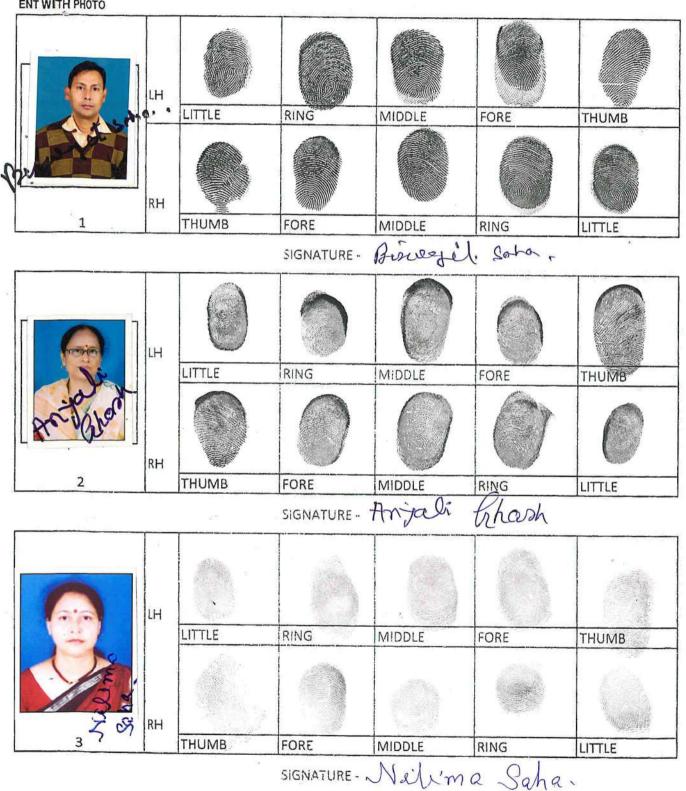


Additional Registrar of Assurances III Kolkawa

1 3 MAY 2023

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

SIGNATURE OF PRESENT ANT/EXECUTA NT/SELL/ER/BUYER/CAIM ENT WITH PHOTO



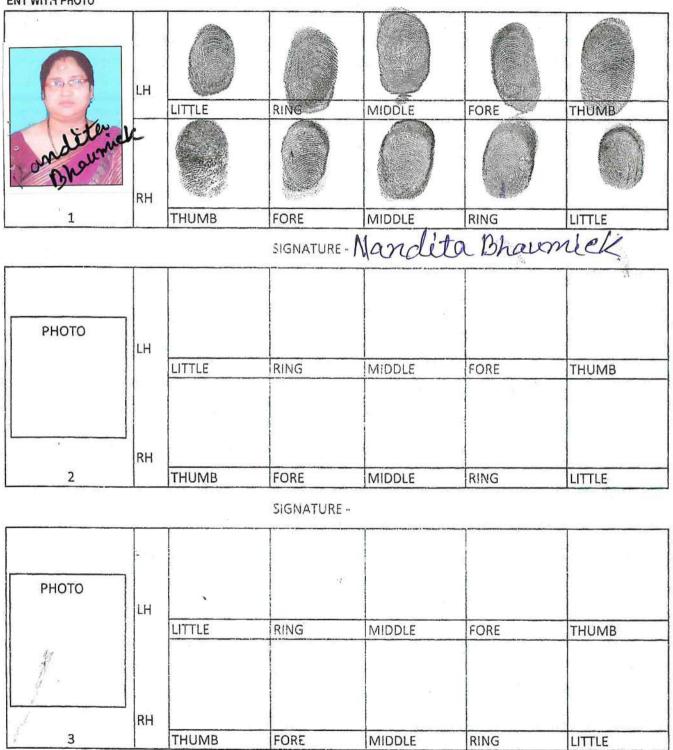


Additional Registrar of Assurances III Kolkata

ESOS YANY ES

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

SIGNATURE OF PRESENTANT/EXECUTA NT/SELLER/BUYER/CAIM ENT WITH PHOTO



SIGNATURE -



Additional Registrar of Assurances III Kolkata

3 MAY 2023

# Major Information of the Deed

Deed No:	I-1903-03057/2023	Date of Registration	13/05/2023		
Query No / Year 1903-2001078511/2023		Office where deed is registered			
Query Date 28/04/2023 7:18:04 PM		A.R.A III KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	SUPRIYO BASU AND ASSOCIA 6, Old Post Office Street, Thana: 700001, Mobile No.: 990363538	a : Hare Street, District : Kolkata, WEST BENGAL, PIN			
Transaction	THE THE PERSON NAMED IN	Additional Transaction	5. 数据数据 <b>有</b> 数据		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Decla than Immovable Propert 19,50,000/-]	aration: 2], [4311] Other		
Set Forth value	2007年1月2日 2008年1月1日 - 1000年1月1日 - 1000年1月	Market Value	A. A		
Rs. 1/-		Rs. 1,26,96,750/-			
Stampduty Paid(SD)	ASCENDED TO A SECURITY OF A SE	Registration Fee Paid	<b>新一次企业</b>		
Rs. 20,121/- (Article:48(g))		Rs. 20,021/- (Article:E, E	E, B, M(a), M(b), I)		
Remarks					

## **Land Details:**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Bishnupur, JI No: 44, Pin Code: 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	HILLIPTIA DESCRIPTION DESCRIPTION DE L'ANNE DE	Market Value (In Rs.)	Other Details
	LR-237 (RS :-)	LR-2743	Bastu	Bastu	33 Dec	1/-		Property is on Road Adjacent to Metal Road, ,Project : Not Specified
	Grand	Total:			33Dec	1/-	126,96,750 /-	

## Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re		
1	Name	Photo	Finger Print	Signature	
	Shri NIRMAL KUMAR SAHA Son of Late REBATI MOHAN SAHA Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office	00000		Niena Kumar S.l.	
		13/05/2023	LTI 13/05/2023	13/05/2023	
	MAJHERPARA, TEACHERS CO P.S:-Rajarhat, District:-Nort Hindu, Occupation: Business 92xxxxxxxxx4813, Status:In , Admitted by: Self, Date of	h 24-Parganas, s, Citizen of: Ind dividual, Execut	West Bengal, In ia, PAN No.:: A. ed by: Self, Dat	te of Execution: 13/05/2023	
2	Name	Photo	Finger Print	Signature	
	Shri KAMAL SAHA Son of Late REBATI MOHAN SAHA Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office	00000		kond sun.	
		13/05/2023	LTI 13/05/2023	13/05/2023	
	MAJHERPARA, City:- Not Specified, P.O:- RAJARHAT BISHNUPUR, P.S:-Rajarhat, District:- Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Busi Citizen of: India, PAN No.:: CXxxxxxx1L, Aadhaar No: 96xxxxxxxx0380, Status: Individual Executed by: Self, Date of Execution: 13/05/2023, Place: Office				
3	Name	Photo	Finger Print	Signature	
	Shri BISWAJIT SAHA Son of Late REBATI MOHAN SAHA Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office	00000		Birs yel Sahe_	
		13/05/2023	LTI 13/05/2023	13/05/2023	

Name	Photo	Finger Print	Signature
Smt ANJALI GHOSH Wife of BISHNUPADA GHOSH Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office			Angali Rhosh
	13/05/2023	LTI 13/05/2023	13/05/2023

MAJHERPARA, City:- Not Specified, P.O:- RAJARHAT BISHNUPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EExxxxxxx9N, Aadhaar No: 60xxxxxxxxx8900, Status: Individual, Executed by: Self, Date of Execution: 13/05/2023

, Admitted by: Self, Date of Admission: 13/05/2023 ,Place: Office

Name	Photo	Finger Print	Signature
Smt NILIMA SAHA Daughter of Late REBATI MOHAN SAHA Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office			Nihoma Saha
	13/05/2023	LTI 13/05/2023	13/05/2023

B-10/24, DIAGONAL ROAD, KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:- Nadia, West Bengal, India, PIN:- 741235 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: GAxxxxxxx5P, Aadhaar No: 33xxxxxxxxx8230, Status: Individual, Executed by: Self, Date of Execution: 13/05/2023

, Admitted by: Self, Date of Admission: 13/05/2023 ,Place: Office

Name	Photo	Finger Print	Signature
Smt NANDITA BHAUMICK Daughter of Late REBATI MOHAN SAHA Executed by: Self, Date of Execution: 13/05/2023 , Admitted by: Self, Date of Admission: 13/05/2023 ,Place : Office			Nondie Braniele
	13/05/2023	LTI 13/05/2023	13/05/2023

MAJHERPARA, TEACHERS COLONY, City:- Not Specified, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLxxxxxx6B, Aadhaar No: 59xxxxxxxxx3559, Status: Individual, Executed by: Self, Date of Execution: 13/05/2023, Admitted by: Self, Date of Admission: 13/05/2023, Place: Office

Developer Details :

	veloper betails.
SI No	Name,Address,Photo,Finger print and Signature
88%	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED  93, DR. SURESH CHANDRA BANERJEE ROAD,, City:- Not Specified, P.O:- BELIAGHATA, P.S:-Beliaghata, 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:

Director)

Name	Photo	Finger Print	Signature
Shri VIVEK PODDAR (Presentant) Son of Shri MILAN PODDAR Date of Execution - 13/05/2023, Admitted by: Self, Date of Admission: 13/05/2023, Place of Admission of Execution: Office	00000		2 ces
	May 13 2023 11:55AM	LTI 13/05/2023	13/05/2023

Representative, Representative of : MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (as

**Identifier Details:** Name **Finger Print** Photo Signature MITHUN SAHA Son of RATAN SAHA 16 DUM DUM ROAD, City:- Not Specified, 5 P.O:- GHUGHUDANGA, P.S:-Chitpur, District:-North 24-Parganas, West Bengal, India, PIN:- 700030 13/05/2023 13/05/2023 13/05/2023 Identifier Of Shri NIRMAL KUMAR SAHA, Shri KAMAL SAHA, Shri BISWAJIT SAHA, Smt ANJALI GHOSH, Smt NILIMA SAHA, Smt NANDITA BHAUMICK, Shri VIVEK PODDAR

Business, Citizen of: India, , PAN No.:: APxxxxxx2B, Aadhaar No: 74xxxxxxx0223 Status :

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Shri NIRMAL KUMAR SAHA	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			
2	Shri KAMAL SAHA	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			
3	Shri BISWAJIT SAHA	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			
4	Smt ANJALI GHOSH	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			
5	Smt NILIMA SAHA	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			
6	Smt NANDITA BHAUMICK	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-5.5 Dec			

# Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Bishnupur, JI No: 44, Pin Code: 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 237, LR Khatian No:- 2743		Seller is not the recorded Owner as per Applicant.

#### Endorsement For Deed Number: I - 190303057 / 2023

#### On 13-05-2023

## 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 11:15 hrs on 13-05-2023, 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 1,26,96,750/-

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

Execution is admitted on 13/05/2023 by 1. Shri NIRMAL KUMAR SAHA, Son of Late REBATI MOHAN SAHA, MAJHERPARA, TEACHERS COLONY, KALABERIA, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 2. Shri KAMAL SAHA, Son of Late REBATI MOHAN SAHA, MAJHERPARA, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 3. Shri BISWAJIT SAHA, Son of Late REBATI MOHAN SAHA, MAJHERPARA, TEACHERS COLONY, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 4. Smt ANJALI GHOSH, Wife of BISHNUPADA GHOSH, MAJHERPARA, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife, 5. Smt NILIMA SAHA, Daughter of Late REBATI MOHAN SAHA, B-10/24, DIAGONAL ROAD, KALYANI, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Others, 6. Smt NANDITA BHAUMICK, Daughter of Late REBATI MOHAN SAHA, MAJHERPARA, TEACHERS COLONY, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife

Indetified 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 13-05-2023 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

Indetified 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 19,605.00/- ( B = Rs 19,500.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,I = Rs 55.00/- ,I = Rs 55.00/- ,I = Rs 25.00/- ,I = Rs 26.00/- ,I = Rs 27.00/- ,I = Rs 27.00/- ,I = Rs 27.00/- ,I = Rs 28.00/- ,I = Rs 29.00/- ,I = Rs

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 11:46AM with Govt. Ref. No: 192023240050275381 on 12-05-2023, Amount Rs: 20,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1002468313 on 12-05-2023, Head of Account 0030-03-104-001-16

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 607, Amount: Rs.100.00/-, Date of Purchase: 03/03/2023, Vendor name: KESAB KUMAR BASU

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/05/2023 11:46AM with Govt. Ref. No: 192023240050275381 on 12-05-2023, Amount Rs: 20,021/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1002468313 on 12-05-2023, Head of Account 0030-02-103-003-02

8-a

Samar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2023, Page from 114591 to 114623 being No 190303057 for the year 2023.



&-a

Digitally signed by SAMAR KUMAR PRAMANICK Date: 2023.05.16 14:52:52 -04:00

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2023/05/16 02:52:52 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)