

न्धियवक्ष पश्चिम बंगाल WEST BENGAL

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JOINT DEVELOPMENT AGREEMENT

THIS INDENTURE MADE ... DAY OF ... BY AND BETWEEN

1,201

SANJIB NATH ADVOCATE High Court, Calcutta

Licensed Stamp Vendor



Addisonal District Sub-Registrat

## Govt. of West Bengal

Directorate of Registration & Stamp Revenue e-Challan

GRN: 19-201819-025542442-1

BRN: GRN Date: 02/07/2018 13:05:19

1483466869

DEPOSITOR'S DETAILS

Payment Mode

Online Payment

Bank: ICICI Bank

BRN Date: 02/07/2018 13:12:33

No. : 15231000181960/3/2018

[Query No./Query Year]

MAGNOLIA INFRASTRUCTURE DEVELOPMEN; Mobile No.

accounts@magnoliainfrastructure.in +91 9874871156

E-mail:

Contact No. :

Name :

Address: 93DR S C BANERJEE ROAD KOE TA 10

Applicant Name: Mr Vivek Poddar

Office Address:

Office Name:

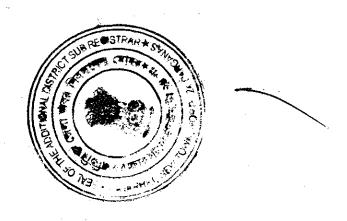
Status of Depositor :

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 3

PAYMENT DETAILS

No.  $\overline{\aleph}$ 15231000181960/3/2018 15231000181960/3/2018 Identification No. Property Registration- Registration Property Registration- Stamp duty Head of A/C Description Head of A/C 0030-03-104-001-16 0030-02-103-003-02 Amount[₹] 124942 50021 74921

In Words : Rupees One Lakh Twenty F Thousand Nine Hundred Forty Two only Total



representatives, executors, administrators and assigns) OF ONE PART unless repugnant to the context shall mean and include his heirs, successors, legal (North); hereinafter referred to as the "LAND occupation -Business, nationality Indian, residing at Mohammadpur, Post Office Rajarhat, Police Station Rajarhat, PIN- 700135 in the District of 24 Parganas Haru Gazi (PAN - BMNPG2782F), son of Late Talebar Gazi, by faith -Muslim, by OWNER" (which expression

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its successors-in-office, administrators and assigns) OF THE OTHER PART excluded by or repugnant to the subject or context be deemed to mean and include by nationality Indian, occupation Business (which term or expression shall unless VIVEK PODDAR (PAN - APJPP9042B), Son of Sri Milan Poddar, by faith Hindu, hereinafter referred to as the "DEVELOPER" being represented by its Director, SRI Road, Post Office Beliaghata, Police Station: Beliaghata, Kolkata -Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee AAGCM8293C), a Company incorporated under the provisions of the Companies INFRASTRUCTURE DEVELOPMENT LIMITED 700010,

otherwise sufficiently entitled to the Said Property, details whereof are enumerated herein, who became the absolute owner and is absolutely seized and possessed and transferred, conveyed and assigned to and unto and in favour of the Land Owner WHEREAS by virtue of several deeds and conveyances, the Previous Owners, sold,

WHEREAS One Yusuf Ali Molla s/o Late Jamat Ali Molla was the owner of inter alia the land measuring about 28 Decimal in R.S /LR Dag no. 1617 In Mouza – Mohammadpur.

in Book no.1, Volume no.128, Pages 209-214, being no. 5996 of 1993. Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), recorded Dag No. 1617 to one Haru Gazi. The said Deed of Conveyance registered in the July, 1993, sold, transferred and conveyed inter alia said 28 decimal of land in said WHEREAS thereafter, Yusuf Ali Molla by virtue of Deed of Conveyance dated 28th

about 60 Decimal in Mouza -Mohammadpur, in R.S /LR Dag no. 1618 WHEREAS One Mohammad Echahak Molla was the owner of the land measuring

no.1, Volume no.101, Pages 259-264, being no. 4684 of 1994 mentioned 60 Decimal in C.S. Dag No. 1586, corresponding R.S./L.R. Dag No. Additional District Sub-Registrar, Bidhannagar (Salt Lake City), recorded in Book 1618 to one Haru Gazi. The said Deed of Conveyance registered in the Office of WHEREAS Conveyance dated 11th July, 1994, sold, transferred and conveyed the above thereafter, Mohammad Echahak Molla by virtue of þ Deed of



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Mohammadpur by way of a Deed of Conveyance dated 19th March, 2008, registered Haque Molla, 6. Mannan Gazi and 7. Jahiruddin Ahmed alias Jahiruddin Molla in Nur Md. Molla, 2. Jan Md. Molla, 3..Din Islam Molla, 4. Nur Islam Molla, 5. Nur WHEREAS Haru Gazi also Purchased 12 Decimal land out of 56 Decimal from 1 recorded in Book no.1, CD Volume no. 4, Pages 11073 to 11088, being no. 04049 in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), RS/LR Dag no. 1617, under LR Khatian nos. 1336, 1937 and 1972 in Mouza -

WHEREAS in the property above mentioned, the said Haru Gazi the LAND OWNER the settlement records of rights the LAND OWNER duly Mutated his name under of Panchayet, Additional District Sub-Registrar office, Rajarhat, and according to herein became the absolute owner of the aforesaid land containing a total land "Parcha" for the aforesaid property. It is pertinent to mention here that the Land the concerned B.L & L.R.O. office in L.R. Khatian Nos. 1456 and 7894 and obtained 1618 and 1617, at mouza - Mohammadpur, Police Station Rajarhat, within the limit admeasuring about 100 Decimal, more or less i.e forming part of RS/LR Dag nos by these presents in respect of land measuring 28.5 decimal in RS/LR Dag No. being a portion of RS/LR Dag No. 1617 and hereby grant the developmental right Owner is desirous of retaining land measuring 11.5 (eleven point five) decimal, referred to as the Said Property), recorded under L.R. Khatian Nos. 1456 and (eighty eight point five) decimal in RS/LR Dag Nos. 1617 and 1618 (hereinafter 1617 and 60 decimal in RS/LR Dag No. 1618, collectively land measuring 88.5

WHEREAS the LAND OWNER being desirous building on the Said Property. experience in construction of big buildings, has agreed to develop and construct a TRANSFEROR, the latter being a reputed Developer Residential-cum-Commercial Complex approached of developing the land into 6 Company having vast the DEVELOPER

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

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

#### ARTICLE -I DEFINITION:

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

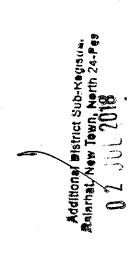


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- Gazi, by occupation Business, hereinafter called the LAND OWNER LAND OWNER / OWNER shall mean, MR. HARU GAZI, son of Late Talebar
- 늗: Act, 1956 and having its registered office at LIMITED, a DEVELOPER shall mean MAGNOLIA INFRASTRUCTURE DEVELOPMENT Banerjee Road, Kolkata – 700 010, Police Station Beliaghata Company incorporated under the provisions of the Companies 93, Dr. Suresh Chandra
- Ħ: forming part of RS / LR Dag nos. 1618 and 1617, under present LR Khatian admeasuring about 88.5 (eighty eight point five) Decimal, more or less i.e SAID PROPERTY Rajarhat, more fully and particularly described in the SCHEDULE written within the and 7894 at Mouza limit of Panchayet, shall mean Additional District Sub-Registrar ALL THAT piece and Mohammadpur, Police Station Rajarhat, parcel of land
- ١٧. competent authorities with such alteration or modification as may be made drawn prepared by the Developer's architects and to be sanctioned by the THE BUILDING PLAN shall mean and include necessary maps or plans by the Developer for the construction of the Said Building complex at the Said Property
- and facilities required for enjoyment, maintenance and/ or management of COMMON AREAS FACILITIES AND AMENITIES shall mean the boundary the new building/building complex to be constructed on the land of the Said wall and include corridors, staircases, lifts, passages, other open spaces, Property;
- ≱. the proportionate share of land and common areas and facilities of the building / building complex; building complex available for independent use and occupation along with SALEABLE SPACE shall mean the space / apartments / units in the new building / building complex;
- ¥. percent) of the total constructed area comprising of Flats / Units in the entire 1st floor and entire 2nd floor of proposed G+4 storied buildings and 50% (Fifty percent) of the car parking area and commercial area, fully OWNER'S ALLOCATION shall mean a total area equivalent to 50% (Fifty Third schedule hereunder written (inclusive of proportionate rights in the finished with fittings and fixtures as per the specifications mentioned in the to the owner which are more fully described in the Part-I of the SECOND common areas and facilities i.e. on super built-up area basis) to be allocated proportionate land rights. SCHEDULE written hereunder which will be owned by the owner along with
- VEI. remaining space i.e. 3rd & 4th floor of the G + 4 storied buildings (after the DEVELOPER'S ALLOCATION shall mean remaining the balance





with 50% (Fifty Percent) of the car parking space and commercial area as allocation to the owner as made hereinabove) i.e. SECOND SCHEDULE written hereunder and the same will be together with aforesaid which is more fully and particularly described in the Part -II of the the proportionate land right along with common rights in the common areas and facilities of the building / Said Property. all the flats/units along

- X may be by appointed by the Developer for designing and planning of the THE ARCHITECT shall mean such person or persons / organization who
- × ADVOCATE shall mean such persons/organization who may be appointed by the Developer.
- Ħ. for effecting transfer of space under the Law TRANSFERS shall mean transfer by possession and by other means adopted
- XI: new building shall be transferred by the Developer TRANSFEREE shall mean a person or persons to whom any space in the
- Xiii. TRANFERROR new building to any person or mandate under these presents to transfer or effect transfer of space in the similarly transferor allocation. shall mean and include the Developer alone shall mean and include Owner in respect of Owner persons (except owner allocable portion) has
- VIV. masculine gender shall also include feminine and neuter gender WORDS IMPORTING SINGULAR shall mean plural and vice versa and

### ARTICLE -II - COMMENCEMENT

- : This Agreement shall deem to have sommenced from the date hereof and shall remain valid for the period of 3 (thirty, six) months from the date of EXECUTION OF AGREEMENT or handing over the vacant possession of the Said Property after demolition of the old structure to the Developer by the Land months from the date of handing over vacant and peaceful physical possession for the proposed building shall be completed by the Developer within three Owner whichever is later. The formalities for submissions of the building plan of the Said Property in favour of the Developer. The period can be extended for a by both parties further period of six months depending upon the situation and mutually agreed
- Ŋ Notwithstanding anything contained in the foregoing clause, this agreement building/building complex as per the provisions of the Transfer of Property Act, shall remain valid till there is complete transfer of all spaces in the



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completion of the building 1882 but the owner allocated portion shall be delivered immediately

ļω This Agreement shall cease to operate earlier only in the event of complete favour of the owner and third parties, at the instance of the Developer. transfer of all the building in portions in the new building/building complex in

#### ARTICLE - III

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

- 1. (a) The Owner is attachments under any Certificate whatsoever; (d) The Said Property is not affected by any attachment including respect of the agreement for sale or created any mortgage or encumbered with anybody in Public Demand Recovery Act or any other Act for the time being in force (f) The realization of arrears of Income Tax or other taxes or otherwise under the There are no Certificate Case or proceedings pending against the Owner Authorities under the Public Demand Recovery Act or otherwise whatsoever (e) other authority, Metropolitan Development Authority or the Government or any Said Property is other public body or bodies, (g) No Declaration has been made or published for Property, (h) The Said Property or any portion thereof is not affected by any Acquisition Act for the time being in force for the acquisition of the Said the acquisition is no excess vacant land in the hands of the Owner under the said Act, (j) There impediment under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or transferring and conveying the Said Property by the Owner and there framed there under or any other acts or enactments whatsoever, (i) There is no notice for acquisition or requisition under the Defence of India Act or Rules are no other adjacent plot owner/s or any other person/s having any preemptive right with respect to the Said Property. of the Income Tax and Wealth Tax Authorities <u>6</u> of the Said Property or any part thereof under the Land not affected by any notice or scheme of local authority or any Said Property; charges, The the absolute owner of the Said Property free from Owner has liens, <u>O</u> suits, Case or any proceedings started at the The not entered into lispendens, Said Property attachments, any is: or Government free agreement
- relying on such representation the Developer has agreed to enter into otherwise well entitled to the Said Property and the owner are fully aware that 2. The Owner is absolutely seized and possessed of and/or sufficiently or agreement.
- construction they will fully co-operate for smooth construction. 3. The Owner hereby further represents to the Developer that at the time of





- vacant and peaceful possession 4. All the local body rates, taxes, and outgoings prior to the handing over the Developer shall be borne by the Owner. of the Said Property by the Owner to
- The Owner has a clear and marketable title in respect thereof
- The Owner has full and absolute right to enter into this agreement
- respect of the Said Property There is no subsisting Agreement for Sale or Agreement for Development in

## ARTICLE IV --- DEVELOPERS RIGHTS

- Property. complex according to sanctioned building plans on the land comprised in the Said and to exploit commercially the Said Property and constructing a new building 1. The Owner does hereby grant exclusive contract to the Developer to build upon
- required by the Developer for the purpose of obtaining necessary application and 2. All applications or sanction plan and other papers and documents as may be and submitted by the Developer on behalf of the Owner at its own costs and alteration to the proposed plan from the appropriate authority shall be prepared who shall pay and bear all fees including architects fees, charges and expenses have been mutually approved in consultation with the Owner and the Developer expenses after having the same and all alterations and /or modifications thereof of this Agreement PROVIDED HOWEVER the Developer shall exclusively entitled to required to be paid or deposited for exploitation of the Said Property after execution all refunds of any or all payments and / or deposits made by Developer.

codes and the owner shall not make any interference in this regard. shall be entitled to obtain maximum FAR available as per the prevalent rules and It is hereby agreed and recorded that in sanction of building plan the Developer

3. Nothing in this presents shall be constructed or demise agreement conveyance in law by the Owner of the Said Property or any part thereof to Developer herein save and except it is expressly provided that by these presents Developer or as creating any right, title, or interest thereof in favour of exclusive contract to the Developer is being granted to commercially exploit the of the Developer's Allocation without creating any liability upon the Owner towards Power of Attorney will be granted by the Owner to Developer for erecting and building in the manner hereunder stated and further more a separate General same in terms hereto and to deal with the Developer's allocation in the new the payment or refund of any money either to any money either to any creditors or constructing the building smoothly and for the sale of saleable spaces forming part nominees or purchasers. agreement the



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- this Development Agreement. Property from the 4. The Developer shall be entitled to get absolute and vacant possession of the Said Owner immediately and simultaneously with the execution of
- cost of construction and profits from sale of the Developer's Allocation. 5. The Developer shall have the sole, exclusive and absolute right to recover their
- howsoever. Developer's Allocation without affecting the Owner's Allocation whatsoever The Developer shall be entitled to mortgage and create charge against the

#### ARTICLE V- CONSTRUCTION

concerned authorities. complex/proposed project Developer shall at as 1ts per own the costs sanctioned building raise/erect building/building plan/s of the

- Within 36 (Thirty Six) months from the date of Sanction of the plan by the concerned authority appointed for the new construction of the said buildings so as to be fit for building in all respect in accordance with the direction of the Architect so Property whichever is later the Developer shall erect and complete the occupation subject however to force majeure authorities or obtaining vacant possession of the Said
- #: The Developer authorities and other local authorities relating to the construction of the said buildings on the Said Property and shall obtain all necessary approvals from the developing and/or planning authorities as and when required at the its own cost in the name and on behalf of the Owner. shall comply with all requirements for the
- iii. The Developer shall, at its own cost, be entitled to put up boundary around the Said Property and shall not at any time, hereafter, cause, allow or permit owners of adjoining plots/people of the locality. under the Development Agreement or do anything which shall cause inconveniences, suffering, hardship and disturbance to the Owner and/or any public or anybody to come it any musance upon the Said Property
- iv. All costs, charges and expenses from the date of execution of these presents agrees to keep the Owner indemnified against all actions, suits, proceedings be paid met and discharged by the the Owner) and costs charges and expenses which may have to be paid shall including architects fees (appointed by the Developer in consultation with costs, charges and demand and claims in respect thereof. Developer, and the Developer hereby
- .⊀ appropriate Developer shall, papers, at its own documents cost, and risk and responsibility, prepare obtain necessary permissions,



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relevant documents as required, duly signed. The Developer shall further obtained by the Developer from the owner and the Owner shall sign the signature(s) on valid papers, forms, applications and documents shall be building from appropriate authorities and for the said purpose, necessary sanctions, extensions thereof and NOC as required for construction of the mutate the property at its own cost and expenses and pay all taxes, rents fees and application money to the relevant authority.

- The Developer shall also install and provide such facilities that may be required to be provided according to the statutory bye laws and regulations of the concerned local authority and/or other competent authority
- vii. The Developer shall be under obligation to apply for and obtain completion certificate and occupancy certificate from the concerned local authority and the Owner shall have no financial liability on such account
- The Developer shall be authorized by the Owner to apply for and obtain other inputs and facilities required for the new building temporary and/or permanent connection of water, electricity, gas and/or
- construction of the new building, approval of the concerned local authority its own costs PROVIDED HOWEVER the Owner shall render all assistance Developer and the Developer will be solely responsible for such regulation at and other authorities as the case may be has to be obtained by the Developer addition, alteration, modification, change or deviation in the in this regard as and when necessary for better
- × The construction of the new building shall be made as per the specifications approved by the Architect.
- 섬. The Developer shall indemnify the owner in respect of all claims, damages or otherwise and any damage to roads, streets, foot-paths, bridges or ways as responsible for any damage to buildings, whether immediately adjacent or nominee, invitee while in or upon the Said Property. The Owner shall also be expenses payable in consequence to any injury to any employee, workman, this contract by frost, rain, wind or other inclemency of weather well as all damages caused to the building, and work forming the subject to

## ARTICLE VI - SECURITY DEPOSIT

The Developer herein shall deposit with the Owner a sum of Rs.50,00,000/refundable, security deposit and the same would be payable in the following (Rupees Fifty Lakh) manner (Security Deposits) as and by way of interest free,

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Rs.50.00.000/-	Total:
	Agreement
Rs. 10,00,000/-	After 10 months of execution of this
	Agreement
Rs. 15,00,000/-	After 8 months of execution of this
Rs. 25,00,000/-	On execution of this Agreement
Amount	Events

- io possession of the Owner's Allocation. Rs.50,00,000/- (Rupees Fifty Lakhs) mentioned above on handing over the Owner shall refund the said Security Deposit amounting to the sum of
- ω commercially exploit the Said In consideration thereof the Owner has agreed to permit the Developer to sanctioned by the concerned authorities or any amendment thereof, the Developer shall: provided by the Owner for that purpose and to construct, erect and build a building/buildings Þ. accordance Property as with the also in consideration of land plan proposed Š,
- <u>8</u> Cause maps or plans to be prepared and submit the same to the appropriate authorities for sanction and modification thereof.
- ٣ sanctioned/modified/altered by the appropriate authorities payment 2 fees and other amounts for having the plan
- <u>C</u> Obtain all approvals sanctions consents and permissions as may be required thereof for the purpose of construction of new buildings at the Said Property. purpose of obtaining sanction of the building plan or modification
- <u>a</u> Incur all costs, building on the Said Property. charges and expenses for the construction of the
- <u>o</u> Allocate to the Owner the Owner's Allocation as provided herein
- 4. to be constructed at the Said Property to any persons until the construction of the new building is fully completed in respect of the Owner's Allocation The Developer shall not give possession of any space/flat in the new building

# ARTICLE VII - PROCEDURE FOR SANCTION FAR

- The Developer shall have all such building plans prepared as are required under the law by competent Architect.
- 'n The Owner shall at the cost of the Developer submit all the building plans to required. Competent Authority for Sanction, permission and/or concerned local authority/authorities and /or any other appropriate clearance may be
- ယ The Owner shall at the cost of the Developer submit all such applications to the Competent Authority under the Urban Land (Ceiling &Regulation) Act, Property as provided herein. 1976 as are required by the said Act for the purpose of Developing the Said



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- of this Agreement by the Owner, the Owner shall indemnify preparation of the same together with all other expenses as mentioned here permission and /or clearances of the building plan, including the cost of the with the right to get refund, if any, provided that in the event of cancelation charges and expenses incurred by the Developer an account of any fault on the part of the Owner. shall bear all expenses whatsoever to obtain for all costs
- ĊſŢ The Owner shall render to the Developer all reasonable assistance necessary such plans, applications and other papers as may be required by clearance and hereby agrees and assures the Developer from time to time. for and/or obtain all sanctions, permissions, Developer to sign and approval

#### ARTICLE VIII - POSSESSION

- The Owner shall deliver physical possession of the Said Property in favour of the Developer immediately upon execution of this Development Agreement.
- ю As and when the Said Property becomes vacated the Developer shall hold the same without interference or disturbance from the owner or any persons specifications of construction. claiming under them but the Owner shall have right to verify the
- က shall hold Until the completion of the new building/building complex the Developer during the subsistence of this Agreement possession of the Said Property on behalf of the Owner only

### ARTICLE IX -- THE BUILDING

- <u>--</u> the said multistoried building complex on the land of the Said Property according to the sanctioned building plan/s and the specifications as may be The Owner shall with the execution of this Agreement deliver possession of the Said Property immediately. The Developer shall at its own cost construct decided by the Developer.
- Ŋ That the Developer shall at its own cost construct the buildings as would be sanctioned, permitted and /or approved by the concerned local authority and / or any other competent authority
- ယ The design and the nature of the buildings and materials to be used shall be according to the specifications finalized by Developer only.
- 4 The buildings shall be of RCC construction and shall conform with the standard specifications as per the specifications attached hereto.



Additional District Sub-Registrar

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- Ċ The Developer shall also install and provided such facilities that may be required to be provided according to the statutory bye -laws and regulations of the concerned local authority and/or other Competent Authority.
- ġ The Developer shall authorized by the owner to apply for entitlements to the Owner for the construction of the building /building and obtain quotas,
- 7 The Developer shall be authorized by the owner to apply for and obtain temporary and permanent connection of water, electricity, and /or other inputs and facilities required for the building. and /or other
- œ All costs, charges, and expenses including Architect and Engineers fees shall be discharged by the Developer and the Owner shall have no responsibility
- 9 The saleable space in the new building until and unless transferred to the transferee(s) and /or allocated as provided herein shall be held by the parties PROVIDED. hereto jointly only to their respective shares IN THE MANNER ALREADY
- 10.In event the Developer construct any additional storey/s in the proposed new building/ building complex then the Owner and the Developer each shall be entitled to get 50% of the additional constructed area together with proportionate land share thereof. In this regard the Parties hereto may enter Supplementary Development Agreement to identify their respective

## ARTICLE X -EXPLOITATION RIGHT

The Owner shall grant an exclusive right by way of Power of Attorney to the Developer to build a multistoried building complex on the land described in the first schedule hereto containing self-contained flats /apartments, units Developer and obtain necessary advances from the buyers on such terms and conditions, as to the Developer may deem fit and proper and to do all necessary for sanction of the aforesaid plan in the name of the Owner and other job incidental thereto only relating to the Developer's allocated portion of the Owner and other spaces etc.at the discretion of the Developer and in accordance with the plan to be sanctioned by the concerned local authority in the name and without creating any liability or charge upon the Said Property and to sell the said flats, etc. to buyers selected by the

### ARTICLE XI- RATES AND TAXES

Ļ be borne by the Developer and thereafter which the parties hereto and or their respective transferee shall be responsible for payment of all Developer till the completion of the new buildings, rates and taxes shall over vacant and peaceful possession of the From the date of execution of this Agreement or from the date of handing municipal rates, taxes and outgoings according schedule property to the ರ their respective



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N transferees in payment of rates and taxes. and proceedings, whatsoever suffered or incurred by the Developer or its The Developer and/or its transferees shall sufficiently indemnify the Owner against all the claims, actions, demands, costs, charges expenses

## ARTICLE XII - SERVICE AND CHARGES

- new building and as of that date, shall be responsible to pay and bear the possession of their respective allocated areas as provided herein in the On completion of the new buildings the parties shall be invited to take services charges for the common facilities in the new building
- Ņ formed by the Owner and the Developer or its Nominees i.e. purchasers maintained by the Developer and thereafter by the body that would be The Roof of the new building/s shall belong to the Owner and Developer jointly in the ratio of 50:50 and roof of the new buildings shall be Developer. said building/s, the Owner should not object but the Owner will get their approved by the concerned authority to construct upon the roof of of the flats/apartments, units, spaces. on pro-rata basis, i.e. 50% 5 If in future any the Owner and 50%
- ώ The additional service charges may also be charged for such other service as may be provided over and above those mentioned above.
- 4. The service charges shall include, utility charges maintenance of mechanical, electrical, sanitary and other equipments, maintenance and general management of the buildings.
- Ò management/ administration/ maintenance and other scheme and it would be obligatory on the part of the Owner and the nominees of the Developer to join the body to be formed for management and administration and pay the proportionate common expenses the management, maintenance and administration of the building and either party shall abide by all the rules and regulations of such The Developer in consultation with the Owner, shall frame the scheme for and regulations management

## ARTICLE XIII - DEVELOPERS OBLIGATION:

-The Developer shall complete the construction and make the new buildings Allocation in favour of the Owner in writing via Speed Post/ Registered Post and the Owner shall be bound to take the possession of the Owner's Allocation within 7 (seven) days of the intimation and if the Owner fails to of handing over vacant physical possession of the Said Property mentioned habitable and handover the Owner's Allocation within 36 (thirty six) months [which may be extended for a further period of 6 (six) months] from the date Developer will issue described hereunder. hereinabove, take delivery of the Owner's Allocation within the stipulated time deemed unless prevented that satisfactory prevented by the circumstances of Force Majoration, After the completion of the Owner's Allocation, an intimation to take physical possession possession 앍 of the Force Majeure the Owner's



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responsibility with regard to the Owner's Allocation thereafter. seventh day from the date of said intimation and the Developer shall have no Allocation has been handed over to the Owner by the Developer on the

- 'n The Developer hereby agrees and covenants with the contravene any of the provisions or rules applicable for construction of the said buildings. Owner not to violate or
- ω The Developer has perused the title related documents in respect of the with the Owner herein. scheduled property and thereafter has agreed to enter into this Agreement
- 4 The Owner has delivered all the original title related documents in respect of obtained by the Developer at their own cost and expenses. required by the giving the Owner's consent whenever required by the Developer. Owner shall co-operate with the Developer to obtain such document by scheduled property to property to the Developer and any further document/s Developer in respect of the scheduled property shall be However,
- Ċυ The Developer shall obtain the completion certificate and shall deliver one photocopy of the same to the Owner for his record.
- 9 The Developer shall not be entitled to amalgamate the schedule property with any other adjoining property.

## ARTICLE -XIV --- OWNER'S INDEMNITY

interference and/or disturbance from the Owner or any other persons claiming under them subject to allocation of the space to the Owner as detailed herein. The The Owner undertakes that the who will purchase the flats as and when required. Owner hereby undertakes to make deed of conveyance in favour of the flat owners complete the said construction and Developer shall be entitled to construct and enjoy their allocated space without

## ARTICLE XV- DEVELOPERS INDEMNITY

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

- prospective Purchasers (in respect of Developer's Allocation), suppliers, contractors, consultant which will be settled by the Developer at its cost For any suit dispute payable for any third party including allottees, property thereby. without injuring the interest rightly White was the with the Owner in title of,
- 'n all actions, suits, proceedings and claims that may arise out of Developer action with regard to the Development of the Said Property. The Developer hereby undertakes to keep the Owner indemnified against arise out of the
- ယ The Developer hereby indemnifies not to amalgamate any other adjacent plot along with the said plot of land.



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## ARTICLE - XVI - FORCE MAJEURE

- hereunder to the extent that the performance of the relative obligation is from the obligations during the duration of the Force Majeure. prevented by the existence of the force majeure and shall be suspended The parties hereto shall not be considered to be liable for any obligation
- N beyond the control of the parties hereto. civil commotion, Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, strike, lockout and/or any other act or commission

## ARTICLE XVII -- DOCUMENTATION

Advocate for the project. prepared and registered Agreements for sale and transfer by the Advocate of the Developer and who shall act as and Deed of Conveyances shall Öe

## ARTICLE XVIII---MISCELLANEOUS

- The Owner shall grant to the Developer and /or its nominee or nominees a Power of Attorney as may be required for the purpose of construction of the as detailed herein as per the provisions of the Transfer of the property Act, flats/apartments/other saleable spaces forming part of Developers Allocation sell with the authorities for the purpose of construction and entering into Agreement to building and for pursuing and following up the agreement and owner shall not be entitled to revoke or cancel the Power of Attorney without written consent of the Developer since it is a Power of Attorney coupled with interest. 1882 and to carry out all other objects and contemplation contained in this third parties and also to transfer and convey matter with various the the
- 'n The Developer shall not be entitled to nominate or assign the benefit of this however, appointing a contractor or project manager or a sole selling agent will not amount to assignment/ nomination for the purpose of this clause no Agreement. consent of the Owner Agreement in favour of any third party without the consent of the Owner, shall be necessary provided in pursuance of the
- ယ The Owner's Allocation and the Developer's Allocation has been made on the assumption that the floors i.e. first to fourth floors are of equal size and any shall be appropriately adjusted difference which may latter on occur after the sanction of the building plan
- The purchasers of the flats / spaces / apartments shall be entitled to create mortgage / charge / lien with respect to such flats/spaces/apartments in



Additional Pictics Sub-Recit Services and Town, North 24-For 0.2 JUL 7018

documents, from any bank or financial assistance from any or financial institutions and the proposed building complex for obtaining any loan or financial assistance deeds, the Owner shall be duty bound papers including Deed of Mortgage, to execute except Owner's and sign all

- Ċ The Owner shall be entitled to inspect the constructional work of the new will also be entitled to give valid suggestion to the Developer for improvement buildings after giving 24 hours prior notice to the Developer and the Owner of constructional work
- ò If any accident caused during the course of construction then the Developer shall be liable to compensate the same and shall also be liable to solve out buildings at the Developer's cost and expenses the local and legal hazards, if any regarding construction of the
- The Vendor and Developer shall bear the Income Tax and other Government levies in respect of their respective allocation.

#### ARTICLE XIX—JURISDICTION

jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto. The court within whose jurisdiction the Said Property is lying alone shall have the

# THE FIRST SCHEDULE ABOVE REFERRED TO

R.S./L.R. Dag nos. 1617 (28.5 decimal) and 1618,60 decimal), under present LR. Khatian nos. 7894 and 1456, J.L. no. 32, Police Station - Rajarhat, within plot is comprised in the District of 24 -Parganas (north), West Bengal PIN-700135 and according to the settlement records of rights finally published the the limit of R.B.-II Panchayet, Additional District Sub-Registrar Office, ALL THAT PIECE AND PARCEL of land Decimal more or C less ₽. Duzameasuring about 88.5 (eighty eight Mohammadpur comprised in Rajarhat,

The Said Property is butted and bounded as follows:

ON THE NORTH: 30 ft. wide P.W.D. ROAD

ON THE SOUTH: Part of other Dag nos. of Patharghata mouja

ON THE EAST: Part of other Dag nos of Kalikapur mouja

ON THE WEST: Part of Dag no. 1615



Additional District Sub-West

agreement and bordered in colour 'RED' thereon. The Said Property is also delineated in the map or plan annexed with this

# THE SECOND SCHEDULE ABOVE REFERRED TO PART - I (LAND OWNER'S ALLOCATION)

ALL THAT 50 % (Fifty Percent) of the total constructed area of the buildings proposed G+4 storied building/s and the consisting of all the flats and apartments of the 1st and 2nd floor in the entire specifications mentioned in the Third Schedule hereunder written together with land of the Said Property with fully finished and fittings and fixtures as commercial area on the ground floor of the said building to be constructed on the land right of the Said Property. common rights in the areas and facilities of the building along with proportionate 50 % of the car parking spaces

#### <u>PART-II</u> (DEVELOPER'S ALLOCATION)

of the proposed G+4 storied buildings / being all flats and apartments of the allocation of the owner), being 50% (Fifty Percent) of the total constructed area Schedule property described hereinabove and the same will be together area on the ground floor of the said G+4 storied building complex upon building/s and remaining 50% share in the car parking spaces and commercial ALL THAT remaining/rest of the total constructed area ie 3rd& 4th floor (after proportionate land right along with common rights in the common facilities of the said buildings and Said Property areas First

#### THE THIRD SCHEDULE (SPECIFICATION)

KUTCHEN					ROOMS				WALLS	FOUNDATION
ODAG	SINK	COUNTER	FLOOR		WALL		FLOOR			
Glazed Tiles(2 ft above counter)	Stainless Steel Sink	Black Granite counter top	Ceramic Tiles		Plaster of Paris Finish	area & bedrooms	Vitrified Tiles in living/dining		Bricks Masonry	RCC Foundation

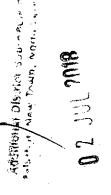


Addisonal Sigilat Sub-Keuse ...

70

; 1					<b> </b>
	Tift	·		FITTINGS	TOILET
	AUTOMATIC	WATER SUPPLY 24 x 7 Captive Water Supply	POWER SUPPLY Through WBSEB Network  STAIRCASE/LOBBY Spacious Staircase, elegant lobby floor corridors with good qualitymarble marble/kotastone	W.C.  Ware/similar reputed brand  WASH BASIN  WASH BASIN  Ware/similar reputed brand  reputed brand  reputed brand  reputed brand  Flush Door  SHUTTER  WINDOW  Sliding Aluminum Anodized  Wooden Frame  Concealed Copper Wiring,  Reputed Modular switches	FLOOR Ceramic Tiles  DADO Glazed Tiles





IN WITNESS WHEREOF the Parties have executed and delivered this Development

Agreement on the date mentioned above.

#### WITNESSES

Mohammad fur Kondannfuhur Md Sabir Horsien Gazi HOF 135 とていかで

THE FIRST PARKY - OWNER

Magnolia infrastructure Develor

Sorbir Horsten Goral

Davyil Maet Drafted by me

if coord, colucte 60B/1857/2010

THE SECOND PARTY - DEVELOPER



Additional District Sub-Abylands

## MEMO OF SECURITY DEPOSIT

Received a sum of Rs. 25,00,000/- (Rupees twenty five lakh only) from the Developer as part payment of refundable Security Deposit in the following manner:

25,00,000/-	Total:		
1		1	\$
75,00,000/-	I.D.B.1 Bank. 25,00,000/-	02.07-2018	Cheque w
Amount	Bank	Date	Mode

Witnesses:

Md Sabir Horsten Barri

2. Mc Karmal Hollain Grazi

OWNER

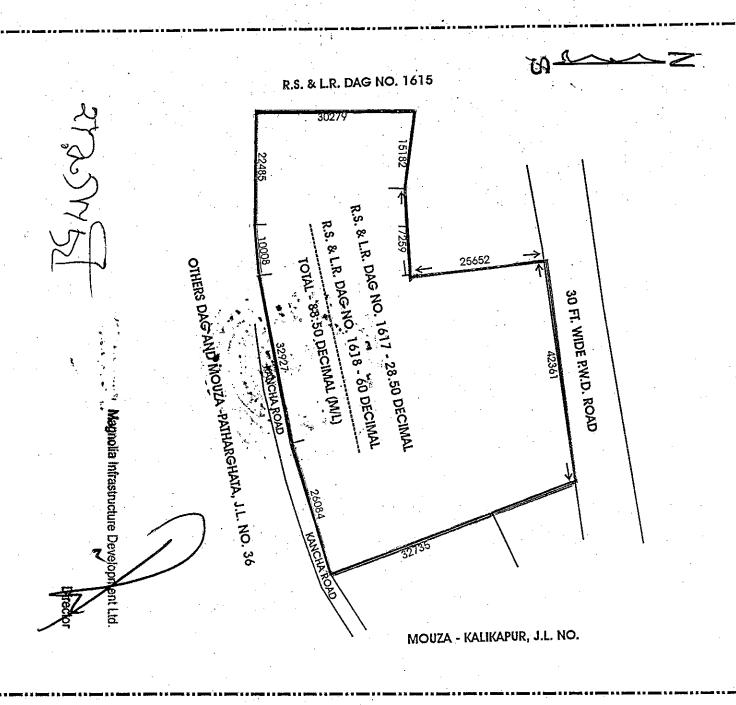


Additional District Sub-Registra.

JUL 2818

SITE PLAN PART OF R.S. & L.R. DAG NOS. 1617 & 1618, L.R. KHATIAN NOS. 7894 & RAJARHAT, DIST. - NORTH 24 PARGANAS. <u>UNDER RAJARHAT BISHNUPUR NO. II GRAM PANCHAYET, P.O. - KADAMPUKUR, P.S. -</u> 1456, AT MOUZA - MOHAMMADPUR, J. L NO.- 32, RE.SA. TOUZI NO. 10,

TOTAL AREA OF LAND = 88.50 DECIMAL (M/L), PLOT SHOWN IN RED BORDER.

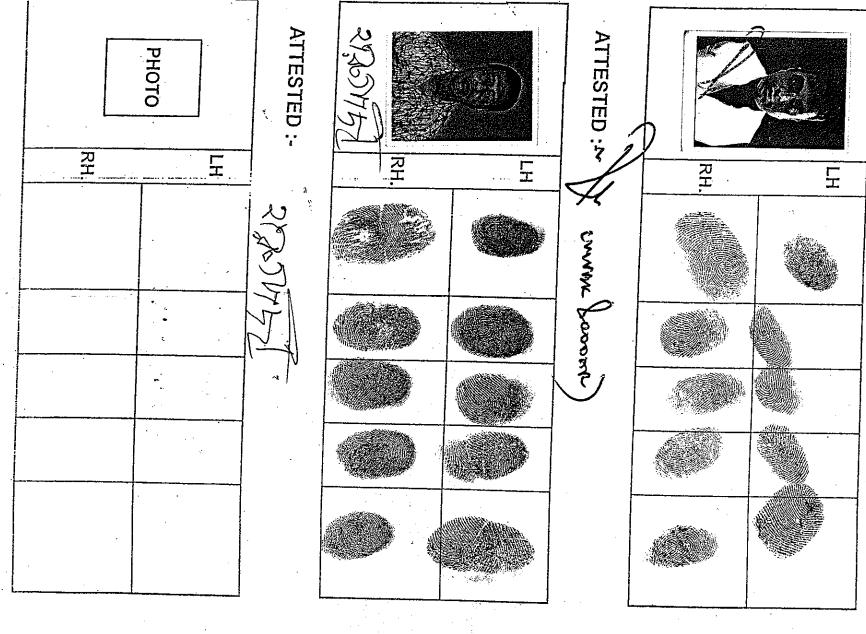


Note: All Dimentions in MM

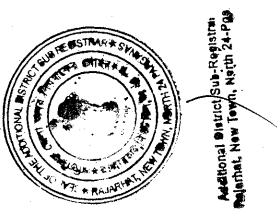
Additional District Sub-Registres galarhat, New Town, North 24-Pgs

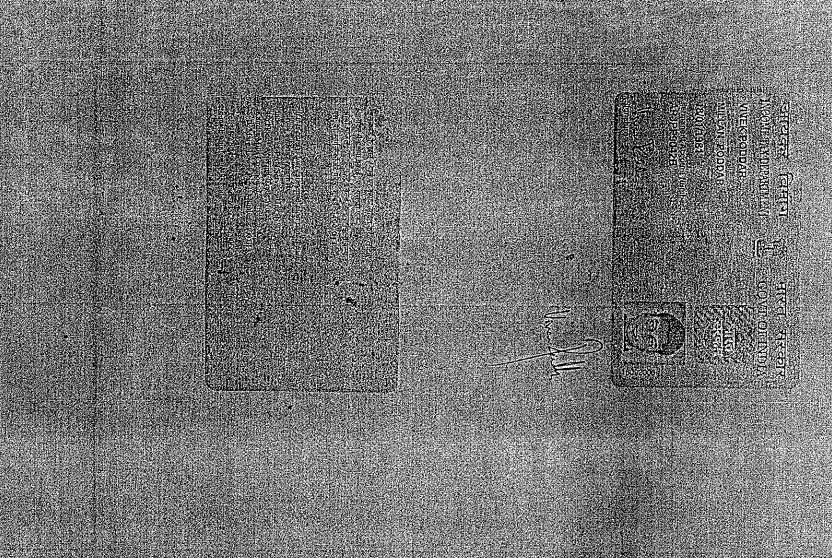
SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CAIMENT
WITH PHOTO

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

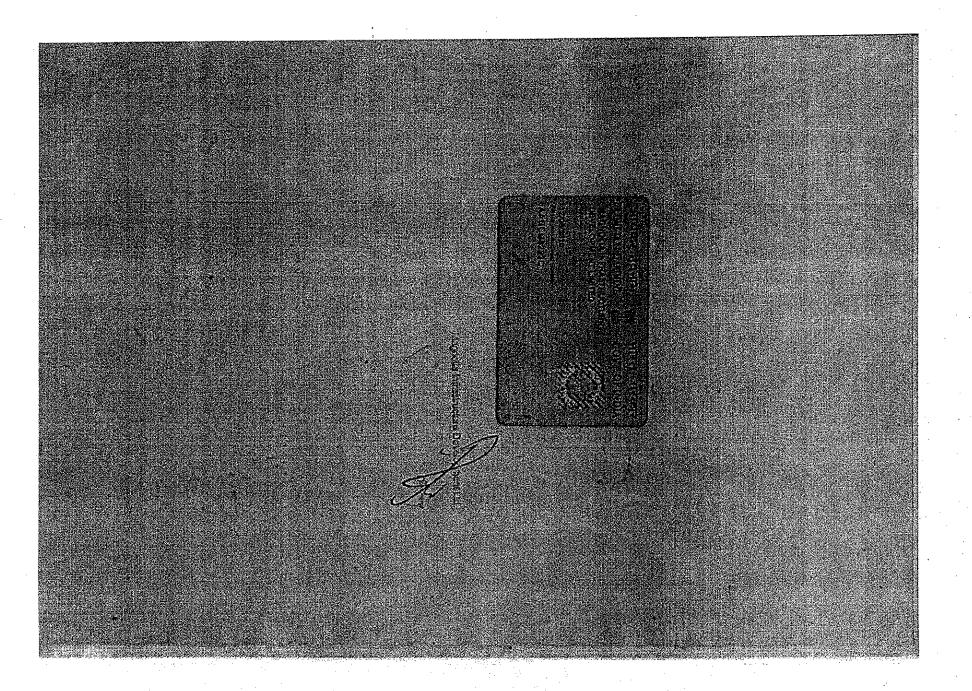


ATTESTED:













19 H.C.



## **Major Information of the Deed**

Deed No:	1-1523-07434/2018	Date of Registration   02/07/2018
Query No / Year	1523-1000181960/2018	Office where deed is registered
Query Date	02/07/2018 12:29:05 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas
Applicant Name, Address	Vivek Poddar  93. DR. SURESH CHANDRA BANERJEE ROAD, Thana: Beliaghata	
	Parganas, WEST BENGAL, PIN - 700010, Mobile No. : 9874871156, Buyer/Claimant	
Transaction		Additional Transaction
[0110] Sale. Development Agreement or Construction		[4305] Other than Immovable Property,
agreement		Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs :
		50,00,000/-]
Set Forth value		Market Value
	According to the second	Rs. 10,95,82,470/-
Stampduty Paid(SD)		Registration Fee Paid
Rs. 75,021/- (Article:48(g))		Rs. 50,021/- (Article:E, E, B)
Remarks		

Land Details:

	0 /- 1095,82,470 /-	0 /-	88.5Dec			Grand Total:	Gran	
	0 /- 1095,82,470 /-	-10	88.5Dec			TOTAL:		
Road: 30 Ft. Adjacent to Metal Road,	7,72,00,200		oo Dec	onal all	basiu	LX-1456	[2] [X-1618	
Width of Approach	7 42 93 200/-		80 000	Chall:	0		- 1	5
Road,			-					
Adjacent to Metal						-		
3,52,89,270/- Width of Approach	3,52,89,270/-		28.5 Dec	Shali	Bastu	LR-7894	L1  LR-1617	Z.
	Value (in Rs.) Value (in Rs.)	Value (In Rs.)		ROR	Number Proposed ROR	Number	No Number	8
Other Details	Market	SetForth	Land Use Area of Land SetForth	Use	Cand	Khatian	Plot	Sch
MOTOR INCOME	Olyali, Mouza.	VUVI DISULINO	District: North 24-Parganas, P.S Kajarnat, Gram Paricilayat, KAJAKITAT BISTINOFON'II, MOUZA: MOTIONING CONTROL	at, Gram F	'.s Kajarna	-Parganas, F	ict: North 24-	Distr

## Land Lord Details:

		<u> </u>	S S
	Haru Gazi Son of Late Talebar Gazi Executed by: Self, Date of Execution: 02/07/2018 , Admitted by: Self, Date of Admission: 02/07/2018 ,Place : Office	Name	Name,Address,Photo,Fingerf
02/07/2018		<b>Photo</b>	mint and Signatur
LTI 02/07/2018		Fringerprint	9
02/07/2018	H. J. S.	Signature	



, Mohammadpur, P.O:- Rajarhat, P.S:- Rajarhat, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BMNPG2782F, Status :Individual, Executed by: Self, Date of Execution: 02/07/2018 , Admitted by: Self, Date of Admission: 02/07/2018 , Place: Office

### Developer Details:

## Representative Details:

### Identifier Details:

Trans	Transfer of property for L1	
SI.No	SI.No From	To, with area (Name-Area)
-	Haru Gazi	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-28.5 Dec
Trans	Transfer of property for L2	
SI.No	SI.No From	To. with area (Name-Area)
	Haru Gazi	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-60 Dec



#### **Land Details** as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Mohammadpur

Sch No	Plot & Khafian Number	Details Of Land
	LR Plot No:- 1617(Corresponding RS Plot No:- 1617), LR Khatian No:- 7894	Owner:যারু গাজী, Gurdian:ভালেবর, Address:নিজ, Classification:শালি, Area:0.12000000 Acre,
12	LR Plot No:- 1618(Corresponding RS Plot No:- 1618), LR Khatian No:- 1456	Owner:হারু গাজী, Gurdian:ভালেবার গাজী, Address:মহশ্বদপুর, Classification:শালি, Area:0.60000000 Acre,

## Endorsement For Deed Number : I - 152307434 / 2018

# On 02-07-2018

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

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

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

for registration at 13:31 hrs on 02-07-2018, at the Office of the A.D.S.R. RAJARHAT by Vivek Poddar

## Certificate of Market Value(WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,95,82,470/-

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

Execution is admitted on 02/07/2018 by Haru Gazi, Son of Late Talebar Gazi, Mohammadpur, P.O: Rajarhat, Rajarhat, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, , Thana:

Indetified by Safiur Rahaman, , , Son of Late Mujibar Rahaman, 75, Chittaranjan Avenue, 3rd Floor, P.O: Bowbazar, Thana: Bowbazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700012, by caste Muslim, by

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

Parganas, West Bengal, India, PIN - 700010 Execution is admitted on 02-07-2018 by Vivek Poddar, Director, MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED, 93, DR. SURESH CHANDRA BANERJEE ROAD, P.O.- Beliaghata, P.S.- Beliaghata, District:-South 24-

profession Service Indetified by Safiur Rahaman, , , Son of Late Mujibar Rahaman, 75, Chittaranjan Avenue, 3rd Floor, P.O: Bowbazar, Thana: Bowbazar, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700012, by caste Muslim, by

Registration Fees paid by Cash Rs 0/-, by online = Rs 50,021/-Certified that required Registration Fees payable for this document is Rs 50,021/- ( B = Rs 50,000/- ,E 11 Rs 21/-) and

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2018 1:12PM with Govt. Ref. No: 192018190255424421 on 02-07-2018, Amount Rs: 50,021/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1483466869 on 02-07-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1523-07434/2018-02/07/2018



## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

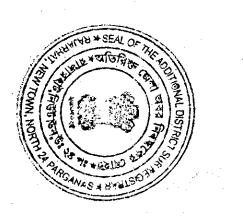
Description of Stamp

Stamp: Type: Impressed, Serial no 136432, Amount: Rs.100/-, Date of Purchase: 26/03/2018, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2018 1:12PM with Govt. Ref. No: 192018190255424421 on 02-07-2018, Amount Rs: 74,921/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 1483466869 on 02-07-2018, Head of Account 0030-02-103-003-02

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal Debasish Dhar

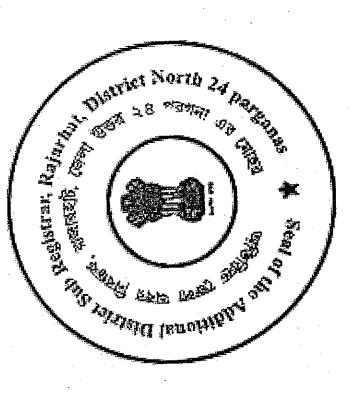




# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 249603 to 249635 being No 152307434 for the year 2018.



3

Digitally signed by DEBASISH DHAR Date: 2018.07.05 14:05:31 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 05-07-2018 2:05:19 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)