

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

16AB 013184

AGREEMENT FOR SALE WITHOUT POSSESSION

THIS ARTICLE OF AGREEMENT FOR SALE made on this the 16<sup>th</sup> day of April  
Two Thousand and Eighteen

BETWEEN

(i) Sri Susanta Roy Burman (PAN - ADAPR6704P), son of Late Bishnu Santi Roy Burman, (ii) Smt. Manosi Roy Burman (PAN - ADEPR2651K), wife of Sri Susanta Roy Burman, (iii) Shusree Roy Burman (PAN - BJVPB3297P), daughter of Sri Susanta Roy Burman, (iv) Sri Partha Roy Burman (PAN - ADEPR2743L), son of Sri Susanta Roy Burman; all by Nationality - Indian, by Religion - Hindu, by Occupation - Business and all residing at 10/12, Kabi Bharat Chandra Road, P.O. + P.S. - Dumdum, Kolkata - 700028, West Bengal; hereinafter jointly called and referred to as the LANDOWNERS / VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators representatives nominees, and assigns) of the FIRST PART.

*Somnath*

*Emakshi Mitra*

Magnolia Infrastructure Development Ltd.

Director

নং ৭৯৯/তাং ২২.০৭.১৮ ১০  
ক্রেতার নাম  
স্ট্যাম্প ভেঙার স্বাক্ষর  
বিধান নগর (সেন্ট্রেল সিটি) এ ডি এস আর ও  
মোট স্ট্যাম্প ক্রয় জাঃ  
চালান নং.....মোট কত টাকা খরিস  
টহরী বারাকপুর ভেঙার-মিতা দত্ত

M. I. D. L.  
93, Dr. S.C. Banerjee Rd,  
Beliaghata, Kolkata-700010

9 JAN 2018  
998000

The Landowners/Vendors herein represented their Constituted Attorney **SRI VIVEK PODDAR** (PAN – **APJPP9042B**), Son of Sri Milan Poddar, by faith Hindu, by occupation Business, by Nationality Indian, residing at BE-111 Salt Lake, Kolkata-700064, Police Station – Bidhan Nagar (North) and being one of the Director of **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED** (PAN – **AAGCM8293C**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Police Station – Beliaghata, Kolkata – 700010, by a registered Deed of Power of Attorney registered at A.D.S.R. RAJARHAT and recorded in Book No. I, CD Volume No.1523-2017, Pages 155967 to 155995, Being No. 152305488, in the year 2017 in respect of the schedule mentioned property on their behalf as their Constituted Attorney.

- AND -

(1) **MR. SUMAN MITRA** (PAN NO. – **ANPPM3891D**) son of **MR. SAMIR KUMAR MITRA**; (2) **MRS. ENAKSHI MITRA** (PAN NO. – **ANOPD9556B**) wife of **MR. SUMAN MITRA**, both residing at 24/1, **HARI NATH DEY ROAD, KOLKATA – 700009, STATE – WEST BENGAL** both by Faith - Hindu, both by Occupation – Service and Housewife respectively, both by Nationality - Indian, hereinafter jointly called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators representatives nominees and assigns) of the **SECOND PART**.

- AND -

**MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED** (PAN – **AAGCM8293C**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Police Station – Beliaghata, Kolkata – 700 010, being represented by its' Director namely **SRI VIVEK PODDAR** (PAN – **APJPP9042B**), Son of Sri Milan Poddar, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at BE-111 Salt Lake, Kolkata - 700064, Police Station – Bidhan Nagar (North) hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

#### WHEREAS

By virtue of several deeds and conveyances the Landowners herein is the absolute owner and possessor of land measuring an area of total 40 Decimal equivalent to 24 Cottahs 3 Chittacks little more or less , i.e., forming part of R.S/L.R Dag Nos.1610 and 1611 under L.R Khatian Nos. 8691, 8693, 8690, 8692, 8686, 8695, 8685 and 8694, lying and situated at Mouza- Mohammadpur, Touzi No. 173, J. L. No. 32, within the local limits of Rajarhat Bishnupur 2 No Gram Panchayat, under Rajarhat Police Station in the District of North 24 Parganas (hereinafter referred to as the 'Said Premises' which are more fully described in the First Schedule written hereunder). Details whereof are described herein below.

WHEREAS Sri Vinay Agarwala, Smt. Anshu Prithani, Sri Sushil Kumar Ganeriwala, Smt. Kiran Agarwal, Smt. Anju Agarwal, Smt. Anupama Rasiwasia, and Sri Rajendra Kumar Lakhota, Smt. Sushila Daga and Sri Anand Daga together with M/S. Abhashree Advisory Pvt. Ltd, owing to need of money, jointly sold, conveyed and assigned the land to Sri Susanta Roy Burman (PAN – **ADAPR6704P**), Son of Late Bishnu Santi Roy Burman, (ii) Smt. Manosi Roy Burman (PAN - **ADEPR2651K**), wife of Sri Susanta Roy Burman, (iii) Shusree Roy Burman (PAN – **BJVPB3297P**), daughter of Sri Susanta Roy Burman, (iv) Sri Partha Roy Burman (PAN – **ADEPR2743L**), son of Sri Susanta Roy Burman, herein The Landowners, vide a Deed of Conveyance dated 12<sup>th</sup> August, 2016, registered in the office of The Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2016, Pages from 287008 – 287037 as being no 152309396 for the year 2016.

In the premises aforesaid, the Land Owners herein jointly became the absolute owners of the aforesaid 40 Decimal of land equivalent to 24 Cottahs 3 Chittacks little more or less , i.e., forming part of R.S/L.R Dag Nos.1610 and 1611 under L.R Khatian Nos. 8691, 8693, 8690, 8692, 8686, 8695, 8685 and 8694, lying and situated at Mouza - Mohammadpur, Touzi No. 173, J. L. No. 32, within the local limits of Rajarhat Bishnupur 2 No Gram Panchayat, under Rajarhat Police Station in the District of North 24 Parganas.

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Magnolia Infrastructure Development Ltd.

Director

AND WHEREAS the Vendors herein after purchase of the aforementioned plots duly mutated its' name in the concerned land revenue authority and the concerned local authority and the L.R. Record stands in the name of the Vendors with respect to the Said Premises.

AND WHEREAS the Land Owners being desirous of developing the land into a Residential -cum- Commercial Complex approached to the Developer for development of the said Premises for better commercial exploitation and the Developer agreed to such proposal and consequently a Development Agreement was entered into on 21<sup>st</sup> day of April' 2017 and Date of Registration was 24<sup>th</sup> day of April, 2017, registered in the Office of the A.D.S.R. RAJARHAT and recorded in Book No. I, CD Volume No.1523-2017, Pages from 93226 to 93275, Being No. 152303191, in the year 2017 (hereinafter referred to as the 'Said Development Agreement') whereby and where under it was inter alia agreed that obtain a single sanction of a building plan for construction of a residential cum commercial housing complex on the land of the said Premises.

AND WHEREAS in terms of the said Development Agreement, the Vendors herein also granted a registered Power of Attorney was entered into on 21<sup>st</sup> day of April 2017 and Date of Registration was 2<sup>nd</sup> day of May, 2017 registered in the Office of the A.D.S.R. RAJARHAT and recorded in Book No. I, CD Volume No.1523-2017, Pages from 104101 to 104136, Being No. 152303549, in the year 2017 in favour of the Developer herein to do various acts and things in contemplation of the said Development Agreement.

AND WHEREAS with the purpose and object of commercial exploitation of the said Premises, the Developer for self and on behalf of the Vendors applied for necessary approvals along with its' relevant plans, designs, specifications, elevations and sections and obtained sanction of the building plan from the concerned authorities for construction of 1 NO. of G+4 storied residential cum commercial building consisting of several self-contained flats/apartments, units, car parking spaces along with other amenities and facilities and the residential building to be named and known as 'MAGNOLIA MAGNET' proposed to be constructed on the combined land of the said Premises i.e. ALL THAT piece and parcel of land admeasuring about 40 Decimal of land equivalent to 24 Cottahs 3 Chittacks little more or less, i.e., forming part of R.S/L.R Dag Nos.1610 and 1611 under L.R Khatian Nos. 8691, 8693, 8690, 8692, 8686, 8695, 8685 and 8694, lying and situated at Mouza- Mohammadpur, Touzi No. 173, J. L. No. 32, within the local limits of Rajarhat Bishnupur 2 No Gram Panchayat, under Rajarhat Police Station in the District of North 24 Parganas (hereinafter referred to as the 'SAID PREMISES' which are more fully described in the FIRST SCHEDULE.

AND WHEREAS The Purchaser/s has/have applied to the Developer for allotment to the Purchaser/s of ALL THAT One (1) unit admeasuring about 869 sq. ft. super built - up area (be a little more or less) on the SECOND FLOOR, together with One Covered Car Parking Space on the Ground Floor, admeasuring about 135 sq.ft. super built-up area (be a little more or less) (hereinafter referred to as the "Said Apartment" and "Said Parking Space") of the building complex named as 'MAGNOLIA MAGNET' then being built and constructed on the land of the Said Premises (which are more fully described in the Second Schedule written hereunder) ALONG WITH undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the said premises together with common rights in the common areas and facilities of the said building/building complex/said premises.

The Purchaser/s herein has/have asked from the Developer and the Developer has allowed the said Purchaser/s, an inspection of the ownership record of the schedule property and all other documents relating to the title, competency and all other relevant details and the Purchaser/s has/have confirmed that the Purchaser/s is/are fully satisfied in all respects with regard to the right, title, and interest of the Land Owners in the Said Premise on which the said building is to be constructed. The Purchaser/s covenant/s that Purchaser/s is/are fully satisfied of the competency of the Developer to enter into this Agreement.

The Purchaser/s has/have further confirmed to the Developer that the Purchaser/s is/are entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that the Purchaser/s has/have clearly understood his/her/their rights, duties, responsibilities, obligations under each and all clauses of this Agreement. Therefore, the Developer, relying on the confirmations, representations and assurances of the Purchaser/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith, the Purchaser/s application to allot the said apartment together with the appurtenances and is now willing to enter into this Agreement on the

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Director

terms and conditions appearing hereinafter at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

On or before the execution of this presents, the Purchaser/s has / have paid to the Developer, a sum of Rs. 3,25,584/- (Rupees Three Lakhs Twenty Five Thousand Five Hundred and Eighty Four Only), (amount including applicable Taxes) being part payment of the consideration payable hereunder (the payment and receipt whereof the Developer hereby admits and acknowledges) and the Purchaser/s has/have agreed and undertaken to pay to the Developer, the balance of the agreed sale price in the manner hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, COINFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

I. **DEFINITIONS** In this Agreement unless the context otherwise requires, the following words and expressions shall have the meaning set forth below:

"APPLICATION" shall mean the application for booking dated 28.02.2018 made by the Purchaser to the Developer for allotment of the said apartment.

"AGREEMENT" means this Agreement and all schedules and annexures attached to this Agreement in each case, as may be modified, amended or supplemented from time to time consistent with the terms of this Agreement and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions referred to in this Agreement and not to any particular clause or portion of this agreement and unless otherwise indicated, references to any clause/s and /or any sub clause/s in this agreement shall mean or refer to the clause/s and /or any sub clause followed by a number under this agreement.

"ARCHITECT" shall mean M/S. RAJ AGARWAL & ASSOCIATES or any other architect who may be appointed from time to time by the Developer.

"COMMON AREAS, AMENITIES AND FACILITIES" shall mean and include all the common areas, facilities, amenities, erections, constructions and installations comprised in the said building/building complex expressed or intended by the Developer at its absolute discretion for common use and enjoyment for the Purchaser/s of apartments in the said new building and more particularly described in the 3<sup>rd</sup> Schedule hereunder written but this shall not include the open or covered areas meant for vehicle parking or such other spaces as the Developer may at its absolute discretion decide and whatever has been not included in the common areas and facilities as listed in the 3<sup>rd</sup> Schedule.

"CONCERNED/SAID LOCAL AUTHORITY" shall mean the Panchayet Samity/Zilla Parishad and/or such other statutory Local Bodies/Authorities.

"DOCUMENTS" shall mean any application/s, letter/s, affidavit/s, declaration/s, indemnities, writing/s and representation/s of any nature.

"EARNEST MONEY" shall mean the amount received on application as well as all amounts received prior to the execution of this Agreement.

"SAID APARTMENT/UNIT" shall mean all that Apartment/Unit No. 2B on the SECOND FLOOR in admeasuring 869 sq. ft. Super - Built up area (little more or less) proposed to be built on the demarcated portion of the land of the said Premises forming part of the building complex.

"SAID PARKING SPACE" shall mean the Covered space earmarked in the building intended and/or capable of being exclusively owned and controlled and/ or enjoyed by apartment holder for parking of vehicles only.

"SAID BUILDING" shall mean singular building being constructed on the demarcated portion of land of the said Premises forming part of the residential cum commercial building complex to be named and known as "MAGNOLIA MAGNET".

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Magnolia Infrastructure Development Ltd.

Director

"SAID BUILDING COMPLEX" shall mean 1 No. of new G+4 storied residential cum commercial Buildings/Blocks proposed to be constructed on the land of the Said Premises to be named and known as "MAGNOLIA MAGNET".

"SAID PREMISES " shall mean plot of land admeasuring about 40 Decimal of land equivalent to 24 Cottahs 3 Chittacks little more or less , i.e., forming part of R.S/L.R Dag Nos.1610 and 1611 under L.R Khatian Nos. 8691, 8693, 8690, 8692, 8686, 8695, 8685 and 8694; lying and situated at Mouza - Mohammadpur, Touzi No. 173, J. L. No. 32, within the local limits of Rajarhat Bishnupur 2 No Gram Panchayat, under Rajarhat Police Station in the District of North 24 Parganas in the State of West Bengal which is more fully described in the First Schedule written hereunder.

"SAID PROPERTY /UNIT " shall mean the said apartment together with the right to use the appurtenance sing space along with the undivided, proportionate and impartible share of the land underneath the building wherein the said flat is situated, forming part of the said premises together with common rights in the common areas, facilities, amenities of the building/building complex/said premises.

"SUPER BUILT - UP AREA" shall mean and include the built-up area, balcony and the area under periphery walls, columns and walls, area utilized for services, staircase, circulation area, lifts, shafts, passages, corridors, lobbies, refuse areas and also areas under water reservoirs, pump rooms, electric sub-stations and also various areas occupied for the various facilities to be provided. The Developer shall determine the area occupied by various amenities/facilities and the proportionate share of same as forming part of super built — up area.

## II. SALE AND PURCHASE OF APARTMENT/UNIT. EARNEST MONEY & SALE CONSIDERATION

In accordance with and in consideration of the terms and conditions set out in this Agreement, mutually agreed to by and between the Parties, the Purchaser/s hereby agree/s to pay the total sale consideration as mentioned herein below:

<u>Details</u>	<u>Amount (In Rs.)</u>
Flat Value (869 sq.ft. * Rs.3,000/-)	Rs.26,07,000/-
Add : Covered Car Parking Value	Rs.3,00,000/-
Sale Value (including Covered Car Parking)	Rs.29,07,000/-
Earnest Money Payable/Paid	Rs.2,90,700/-
<b>TOTAL PRICE PAYABLE (less Earnest Money)</b>	<b>Rs.26,16,300 /-</b>

The Purchaser/s undertake/s to pay to the Developer, the balance amount of the agreed purchase price, being Rs.26.16.300/- (RUPEES TWENTY SIX LAKHS SIXTEEN THOUSAND AND THREE HUNDRED ONLY) along with the GST, Legal Charges, Extra Development Charges as provided in the TIME BOUND PAYMENT SCHEDULE mentioned in the Fourth Schedule mentioned herein below. The Purchaser/s hereby agrees that the Purchaser/s shall be responsible and liable to pay all GST, existing and future as may be applicable, on transfer and sale of the said apartment by the Developer to the Purchaser/s.

## II. APARTMENT/UNIT DETAILS AND AMENITIES

The said apartment/unit together with the appurtenances and proportionate undivided and impartible share of land underneath the building on which the flat/unit is proposed to be built/being built forming part of the said Premises along with common rights in the common areas and facilities, installation of the said building/building complex/said premises are hereinafter collectively referred to as the "Said Property " and more particularly described in the 2<sup>ND</sup> SCHEDULE hereunder. The nature, extent and description of the common areas, amenities and facilities are set out in the 3<sup>RD</sup> SCHEDULE hereunder written. The apartment/unit is provided by the Developer as per the tentative specifications containing the details of the fixtures, fittings, amenities set out in ANNEXURE "A" hereto.

It is further expressly agreed and understood that the external amenities, internal roads, common area facilities and amenities on ground intended for common purposes shall be used by the Purchaser/s and occupant/s of the said apartment and is for the exclusive and beneficial use of the Purchaser/s / occupiers of the residential apartments only and no other person(s).

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*Enakshi Mitra*

Magnolia Infrastructure Development Ltd.

### III. THE DEVELOPER'S COVENANTS

The Developer for self and on behalf of the Vendors hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authority at the time of approving and sanctioning the said plan(s) or thereafter. The Developer for self and on behalf of the Vendors hereby declares that they have, before execution of the Agreement to Sale pertaining to the said premises in favour of the Purchaser/s:

- i. Made full and true disclosure of the nature of its title to the Schedule property and the said new building; and
- ii. Ensured that the Schedule property and the said new building are free from all encumbrances.

The Developer further covenants that the Developer and the Vendors have absolute, clear and marketable title to the Schedule property and the said new building so as to convey to the Purchaser/s such absolute, clear and marketable title upon execution of the Deed of Conveyance/Sale Deed with respect to the said Property.

### IV. TIME IS THE ESSENCE

It is expressly clarified, agreed and understood that time shall be the essence in respect of the payment of each of the instalments of consideration and other amounts, deposits and outgoings payable by the Purchaser/s. Without prejudice to the Developer other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, all overdue payments (including payments towards the consideration amount and towards all deposits, outgoings) shall attract an interest @ 18% per annum on or after the expiry of one month notice.

### V. DEFAULT & CANCELLATION

Without prejudice to what is stated hereinabove, if the Purchaser/s commit/s default in payment to the Developer of any of the instalments of consideration or any other payments to be made under this Agreement on their respective due dates and / or in observing and performing any of the terms and conditions thereof, and upon the breach as contemplated in CLAUSE NO. XVI here under the Developer shall be entitled at its sole option, to cancel and terminate this Agreement, by sending a written reminder to the Purchaser/s requesting them to make the balance payments, which are due and payable. The Developer shall issue the reminder after the expiry of every month of default, subject to a maximum of 3 (THREE) MONTHS of such default. Thereafter, if the Purchaser/s fail/s to make the payment as aforesaid, the Developer shall issue a further notice of demand, calling upon the Purchaser/s to make the payment within 30 Days of the receipt of the notice, failing which the allotment / this Agreement shall be deemed to be cancelled.

In case of such cancellation, the Developer shall refund the amount paid by the Purchaser/s on various accounts upon further sale of the unit from the date of cancellation or 90 days whichever is earlier, however after deducting 10% of the total consideration amount and GST of the amount paid. The stipulated deduction from the total consideration amount and time of refund shall also apply in cases where the Purchaser/s want/s to terminate or cancel the Sale Agreement on their own subsequent to its execution.

Upon the cancellation and termination of this Agreement, the Developer shall be at liberty to sell or otherwise dispose of the said premises to any other person / party whomsoever, at such price, in such manner and on such terms and conditions as the Developer may in its sole, unfettered and absolute discretion think fit and proper.

### VI. COMPLIANCE OF ALL LAWS, NOTIFICATIONS ETC.

The Purchaser/s undertakes that upon taking over of possession, the Purchaser shall comply with and carry out all the requirements, requisitions, demands and repairs from time to time, as required by any development authority/ Panchayet authority/ government or any other competent authority at the Purchaser's own cost and keep the said residential building indemnified, secured and harmless against all costs, consequences and all damages on account of non-compliance with the said requirement(s), requisition(s), demand(s) and repair(s).

Magnolia Infrastructure Development Ltd.

Director

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## VII. TRANSFER OF ALLOTMENT

The Purchaser/s cannot nominate or transfer the booking or allotment in favour of a third party for a period of 12 months from the date of booking. The Developer may at its sole discretion, permit the same on payment of transfer/nomination fee of Rs. 25,000/- (Rupees Twenty Five Thousand) and other administrative charges as may be fixed by the Developer from time to time, on submission of *inter alia* affidavit /request for transfer / nomination or any other document and on such terms and conditions as it may deem fit. However, before the execution of the registered Deed of Conveyance/Sale Deed in respect of the apartment/unit, no transfer fee shall be payable, in case such transfer is in favour of the spouse or children of the Purchaser/s.

## VIII. SCHEDULE OF POSSESSION OF APARTMENT

The Developer shall give possession of the said property/unit to the Purchaser/s within December, 2020, PROVIDED THAT the Developer shall be entitled to an extension of 6 (Six) months time for giving delivery of said property/unit after the aforesaid date, if the completion of the said building in which the said apartment/unit is to be situated is delayed on account of any of the following reasons beyond the control of the Developer:-

- i. Act of God i.e. fire, drought, flood, earthquake, epidemics and natural disasters;
- ii. Explosions or accidents, air crashes and shipwrecks, acts of terrorism;
- iii. Circumstances or conditions or other causes beyond the control or unforeseen by the Developer including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the promoter or the contractor or the suppliers and / or;
- iv. War and hostilities of war, riots, bandh or civil commotion, political upheaval;
- v. Any legislation, order, rule or regulation made or issued by any governmental authority or court, tribunal and/quasi-judicial authority/body; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approval(s), occupation certificate, completion certificate/s for the said premises/said residential building or ; if any matter or issue relating to such approvals, permissions, notices and notifications by the competent authority (ies) becomes the subject matter of any suit / writ before a competent court or for any reason whatsoever;
- vi. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- vii. Any event or circumstance analogous to the foregoing;

In the event, the Developer fails to deliver possession of the said apartment/unit within the completion time, including the extended period as provided aforesaid, the Purchaser/s shall be entitled to compensation calculated, at the then prevailing interest rate of the State Bank of India per annum, for the period of delay on the entire sum of money that has already been paid by Purchasers. **PROVIDED HOWEVER** such interest due to the Purchaser/s shall be paid **ONLY IF** the Purchaser/s has/have made all his/her/its/their previous payments regularly and within time as per the Terms and Conditions laid down in this Agreement inclusive of the grace period. The Developer, on account of any contingency arising as afore-said, reserves the right to alter or vary the terms and conditions of this Agreement with due notification to the Purchaser.

## X. PROCEDURE FOR TAKING POSSESSION

The Purchaser/s shall take possession of the said apartment/ unit/car parking space within 30 (Thirty) days of the Developer giving written notice to the Purchaser/s intimating that the same are ready for use and occupation. In the event, the Purchaser/s fails to take possession of the said premises in spite giving written intimation, the **DEVELOPER** shall charge to the Purchaser/s as holding charges @ Rs. 50/- (Rupees Fifty only) per sq. ft. of the super built-up area of the said premise per month till the date of possession being taken by the Purchaser of the said premise. It is pertinent to mention here that the construction of external amenities, internal roads, common area facilities and amenities on ground intended for common purposes and the completion thereof may take some additional time subsequent to the handing over of possession of the apartment/unit to the Purchaser/s. The Purchaser/s thereby agree/s neither to raise any objection pertaining to this

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Magnolia Infrastructure Development Ltd.

Director



delay whatsoever nor to take up this as a valid ground for failing to take possession at his / her / their / its end.

**IX. USE OF APARTMENT AND CAR PARKING SPACE**

The Purchaser/s shall use the said apartment or permit the same to be used only for residential purpose and shall use the said parking space/s or permit the same to be used only for the purpose of keeping and parking the Purchaser/s own vehicle/s and no other purpose save and except an express permission from the Developer/Society/Association upon formation.

**X. SPECIAL DEPOSITS & MAINTENANCE CHARGES**

The Purchaser/s is /are aware that the Developer may at its sole discretion appoint and enter into a separate maintenance agreement with a third party/ agency/ies to manage the said residential building and the facilities/amenities and / or provide services with the said residential building. The Purchaser/s agree/s to be bound by the rules and regulations that may be framed by the third party/ agency/ies and /or the Developer/ Society/Association upon formation. It is agreed between the parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the said residential building, it is agreed that the Developer shall regulate the entry / appointment of telecom / broadband /DTH agency in the said residential building till the Association/Society is formed.

**XI. USAGE AND INTEREST IN COMMON AREAS & AMENITIES**

The Purchaser/s shall have proportionate claim, right or interest in respect of the common areas, amenities and facilities whatsoever in the said residential cum commercial building, including the open spaces, lobbies, staircases, common entrances, common passages/corridor, common terraces, recreation areas, etc. save alongwith right of user thereof hereby expressly given to the Purchaser/s in respect thereof.

The Purchaser/s shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended or commit any nuisance or do anything which may cause disturbance or annoyance to the other occupants.

**XII. USE OF TERRACE / ROOF**

It is hereby expressly agreed that the Purchaser/s will have no stake or share in the said roof except having access to the same or usage in a manner that does not cause disturbance to the co-purchasers.

**XIII. EXTENDED CONSTRUCTION**

It is hereby expressly agreed that, if at any time in future, the Schedule property becomes entitled to avail of any increased/additional **FAR (Floor Area Ratio)** in any manner whatsoever, the Developer shall be entitled to utilize the same by constructing additional floors on the said new buildings or elsewhere and/or by constructing one or more residential apartment on the Schedule property subject to approval from the relevant sanctioning authority, as the Developer may deem fit and without hampering the Purchaser's interest in relation to his flat, and the Purchaser/s shall be deemed to have granted his /her /their consent to such additional construction by executing this Agreement.

**XIV. ALTERATIONS & MODIFICATIONS**

The Purchaser/s hereby irrevocably and unconditionally agree/s and give/s his / her / their / its specific, full, free and unqualified consent and permission to the Developer for carrying out alterations, amendments, variations, modifications and/or additions in respect of the plans, designs and specifications of the said new buildings and to put up additional construction. The Purchaser/s hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Developer in this regard, as may be required by the Developer in this regard from time to time.

The Purchaser/s shall not be permitted at any time hereafter, to construct / erect any brick or masonry wall / partition in the said apartment or to make any other structural addition/ alteration of permanent nature therein, without prior written permission from the Developer and the concerned local authority.

Magnolia Infrastructure Development Ltd.

Director

- *Immalith*  
- *Emalshi Mita*

**XV. ALTERATION OF UNSOLD UNITS**

The Developer shall have the right, without any approval from the Purchaser in the said residential building to make alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, in relation to any unsold apartment(s) within the said residential building and the Purchaser agrees not to raise any objection or any claim on this account till such alteration does not hamper the interest of the Purchaser with respect to the Said Apartment/Unit/Car Parking Space.

**XVI. PURCHASER'S RIGHTS**

Subject to the terms and conditions of this Agreement the Purchaser/s shall have the following rights with regard to the said apartment:

i) Ownership of the Said Apartment area;

ii) **Exclusive right to use the Parking Space** for parking of vehicles only and for no other use whatsoever. The Purchaser/s agree/s that the Purchaser/s shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except the Parking Space(s). The Developer shall have sole right to deal with or dispose of other parking space(s) in the Said buildings in the manner in which the Vendors/Developer may deem fit; and

iii) **Undivided proportionate interest in and right to use the common areas and facilities** within the said premises only. Since the interest of the Purchaser/s in the common areas and facilities is undivided and cannot be separated, subject to timely payment of maintenance charges, the Purchaser/s shall use the common areas and facilities harmoniously along with other apartment owners, maintenance staff etc., without causing any inconvenience or hindrance/annoyance to them.

**XVI. PURCHASER'S COVENANTS**

The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Developer as follows:-

- i. To maintain the said apartment at the Purchaser/s own cost and expense in good and habitable condition by time to time repairing and renovating within the said apartment by his own men or agent from the date of possession of the said apartment is taken (by the Purchaser) and shall not do or permit to do anything in or to the said building in which the said apartment is situated, or to the staircases, landings, lobbies, passages, or other common area, amenities and facilities therein or pertaining thereto, or change/alter or make any addition in or to the said apartment or to any part of the said building in which the said apartment is situated;
- ii. Not to store or carry in the said apartment any good, object or material which are of hazardous, combustible or dangerous nature or is prohibited by the concerned government, local or public bodies or authorities or are so heavy as to cause damage to the common area properties or structure of the said building in which the said apartment is situated. In case any damage is caused either to the said building or apartment or to any part thereof on account of any negligence or default of the Purchaser/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser/s alone shall be liable and responsible for all the consequences of the same including payment of damages, in case applicable;
- iii. To carry out at his / her / their /its own costs and expenses all internal repairs to the said apartment and maintain the same in the same condition, state and order in which the same was delivered by the Developer to the Purchaser/s;
- iv. Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said apartment in the compound or any portion of the Schedule property and/or the said building in which the said apartment is situated;
- v. To pay to the Developer/ Authorities within 30 (Thirty) days (or within such time as may be stipulated) of demand, his /her /their /its share of any deposit/s or payment as may

Magnolia Infrastructure Development Ltd.

Director

*Somnath*  
*Enakshi Mitra*

be demanded by the Developer or the concerned government, local or public bodies or authorities, for giving water, drainage, electricity, telephone or any other service / utility connection to the said building in which the said apartment is situated;

- vi. To bear and pay all increases in the rents, rates, taxes, cesses, assessments and other levies, if any, which are imposed by the concerned Government, local or public bodies or authorities in respect of individual apartment;
- vii. Not to let, sub-let, transfer, assign or part with the said premises and/or the Purchaser/s right, interest or benefit under this Agreement, or part with the possession of the said premises, until all the amounts, dues and charges payable by the Purchaser/s to the Developer under this Agreement are fully paid and until the Purchaser/s has / have intimated the same in writing to the Developer and obtained the Developer's acknowledgment;
- viii. To observe, perform and comply with all the rules (including building rules), regulations and bye-laws for the time being of the concerned government, local and public bodies and authorities. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Developer regarding the occupation and use of the said apartment and /or of all common areas, amenities and facilities in the said residential building and the Purchaser/s shall pay and contribute regularly and particularly towards all the rents, rates, taxes and conditions of this Agreement;
- ix. To give and render all assistance and facilities to the Developer as may be required by the Developer from time to time including to sign and execute all necessary writings / documents, so as to enable the DEVELOPER to carry out and complete the development of the Schedule property in the manner that may be desired and deemed fit by the Developer in its sole and unfettered discretion.
- x. To form an association for maintenance and management of the common areas and facilities of the building/building complex and the premises.
- xi. Not to ever seek any partition or sub-division of the flat/unit/car parking space, common areas and facilities and the land forming part of the said premises.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be the essence of this Agreement.

#### **XVII. NAME**

The said residential cum commercial building complex shall always be known as "MAGNOLIA MAGNET" and the Purchaser/s herein shall not alter / change this name in any manner whatsoever. It is hereby expressly clarified, agreed and understood that the Developer alone shall have the entire right, title, benefit and interest in respect of the said trade / service mark, and the Purchaser/s shall have no right, title, benefit or interest in respect of the same.

#### **XVIII. WAIVER**

Any delay tolerated or indulgence shown by the DEVELOPER in enforcing the terms, conditions, covenants or provisions of this Agreement shall not be construed as a waiver on part of the Developer of any violation, non - performance or non - compliance of any of the terms, conditions, covenants, or provisions of this Agreement by the Purchaser/s.

#### **XIX. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, such provisions shall be deemed to be amended or deleted to the extent necessary to conform to applicable law. The remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

*Somnabati*

*Smakshi Mitra*

Magnolia Infrastructure Development Ltd.

Director

**XX. NOTICES**

All notices to be served on the Purchaser/s by the Developer and vice versa as contemplated by this Agreement, shall be deemed to have been duly and effectively served if sent to either of the Party by Registered Post A.D. under Certificate of Posting or hand delivery at either party's address as mentioned in the recitals hereinabove or at the e-mail address provided. In case there are Joint Applicants, all communications shall be sent by the Company to the Applicant/s whose name appears first. It shall be the duty of the Purchaser/s to inform the Developer, of any change in address/e-mail address, subsequent to execution of this Agreement, as mentioned in the recitals hereinabove by a Registered Post or vide the new e-mail id.

**XXI. PAYMENT OF STAMP DUTY & OTHER CHARGES**

The Purchaser shall be solely responsible to pay the entire stamp duty and registration charges, legal fee and any other such incidental expense payable on this Agreement/Sale Deed. Furthermore, the registration procedure shall not be initiated or possession shall not be handed over unless the Purchaser/s has/have paid the entire consideration amount as per the Fourth Schedule.

**XXII. INDEMNIFICATION BY PURCHASER/S**

The Purchaser/s understand that the Developer has entered into this transaction and has agreed to sell the said apartment and appurtenances to the Purchaser/s, relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement. Therefore, the Purchaser/s are hereby jointly and severally (as the case may be) agree/s and undertake/s to indemnify, and keep harmless at all times hereafter, the Developer and its successors and assigns, from and against all costs, losses, damages, claims, demands, suits, actions, penalties and duties, which they or any of them may have to bear, incur or suffer owing to any violation, non - performance or non - compliance of any of the terms, conditions, covenants, stipulations and / or provisions of the Agreement. Similarly the Developer shall also remain liable to the Purchasers from and against all costs, losses, damages, claims, demands, suits, actions, penalties and duties, owing to any violation, non-performance or non-compliance on the part of the Developer of any of the terms, conditions, covenants, stipulations and/or provisions as are recited herein above.

**XXIII. DISPUTE RESOLUTION**

All disputes or differences whatsoever which shall arise at any time whether during the subsistence of this Agreement or upon its determination between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or as to rights, duties, obligations, responsibilities or liabilities of the parties hereto, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to a Sole arbitrator to be nominated by Developer/Purchaser. The award of the Sole arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Kolkata only and the language of arbitration shall be English. The arbitrator will have summary power and will decide its own procedure for adjudication of the reference.

**XXIV. ENTIRE AGREEMENT**

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

**XXV. COPIES OF AGREEMENT**

2 (TWO) COPIES of this Agreement shall be executed. The Developer shall retain the executed one copy of this Agreement. The second executed copy of this Agreement shall be sent to the Purchaser for the Purchaser's reference and record.

**XXVI. GOVERNING LAW**

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

- *Immalika*  
- *Enakshi Mitra*

Magnolia Infrastructure Development Ltd.

Director

**XXVII. JURISDICTION**

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO****(DESCRIPTION OF THE SAID PREMISES)**

ALL THAT piece or parcel of land measuring an area 40 Decimal equivalent to 24 Cottahs 3 Chittaks a little more or less, i.e., forming part of R.S/L.R Dag Nos.1610 and 1611 under L.R Khatian Nos. 8691, 8693, 8690, 8692, 8686, 8695, 8685 and 8694, lying and situated at Mouza - Mohammadpur, Touzi No. 173, J. L. No. 32, within the local limits of Rajarhat Bishnupur 2 No Gram Panchayat, under Rajarhat Police Station in the District of North 24 Parganas, in the State of West Bengal. And the said property is butted and bounded as under :-

ON THE NORTH BY : BY PWD ROAD

ON THE SOUTH BY : BY MOUZA CHAKPACHARIA

ON THE EAST BY : BY R.S. DAG NO.1610

ON THE WEST BY : BY R.S. DAG NO.1609

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO****(DESCRIPTION OF THE SAID APARTMENT AND THE APPURTENANCES)**

ALL THAT APARTMENT/UNIT bearing No. 2B on the SECOND FLOOR consisting of 2 (TWO) bedrooms, baths, living room, dining room, balcony, admeasuring about 869 sq. ft. super built-up area (be the same a little more or less), together with One Covered Car Parking Space on the Ground Floor, admeasuring area about 135 sq.ft. super built-up area (be the same a little more or less) in the residential cum building named and known as "MAGNOLIA MAGNET" ALONG WITH undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the said Premises together with common rights in the common areas and facilities of the said building/building complex/said premises.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO****(DESCRIPTION OF THE COMMON AREAS, AMENITIES AND FACILITIES)**

- Badminton Court
- Decorated Kids zone
- Landscape Garden
- 24 hours security
- 24 hour power back-up
- 24 hour water supply

That the Purchasers at their own costs and expenses may change, vary, alter the internal layout and/or arrangement within said apartment subject to the approval of the architecture and may also add or modify any of the installations, fittings, fixtures within the toilet and kitchen and/or additional electric points and Developer shall carry out such additional work, the actual costs of which shall be paid by the Purchasers to the Developer additionally for such additional work, after handover only.

*Soumalita*  
*Enakshi Mitter*

Magnolia Infrastructure Development Ltd.

*[Signature]*  
Director

**TIME BOUND PAYMENT SCHEDULE MAGNOLIA PRIME  
(PAYMENT SCHEDULE CUM PRICING STRUCTURE)**

MAGNOLIA MAGNET		
PAYMENT PLAN		
Instalment No.	Payment Stage	Percentage
1	On Booking	Rs.11,000/-
2	On Sale Agreement (Within 20 days)	20% - Rs.11,000/- (Booking) + GST
3	On Completion of Foundation/Piling	10% + GST
4	On Completion of Ground Floor	10% + GST
5	On Completion of 1st Floor	10% + GST
6	On Completion of 2nd Floor	10% + GST
7	On Completion of 3rd Floor	10% + GST
8	On Completion of 4th Floor	10% + GST
9	On Completion of Brickwork of said unit	10% + GST
10	On Completion of flooring of said unit	5% + GST
11	On Possession with the Completion Certificate	5% + 100% of Legal Fees + 100% of Extra Charges Taxes + GST

**Extras & Deposits:**

- 1) Transformer/Main Elect. : Rs.40/- per sq. ft of Super Built up Area.
  - 2) Power backup /Generator: Rs.23/- per sq. ft for Standby Power Supply for Diesel Generator.
  - 3) Maintenance Deposit: Rs.12/-per sq. ft of Super Built up Area.
  - 4) Property Tax Deposit: Rs.5/-per sq. ft of Super Built up Area.
  - 5) Legal Charges: Rs. 10000/-
- Other terms and conditions :
- a) WBSEB meter: On actual.
  - b) Registration / Stamp Duty / Taxes: As applicable.
  - c) Tax (T): As applicable & compulsory.
  - d) Holding charges for Registration after Project handover is Rs.5,000/- per Month.

- *Somnath*

- *Smakshi Mitra*

Magnolia Infrastructure Development Ltd.

Director

SPECIFICATIONS

Foundation	:	RCC Foundation.
Super Structure	:	Reinforced Cement Concrete Framed Structure.
Walls	:	Brick Masonry.
<b>Rooms</b>		
Floor	:	Vitrified Tiles in Living/Dining Area & Bedroom.
Wall	:	Plaster of Paris finish.
<b>Kitchen</b>		
Floor	:	Ceramic Tiles.
Counter	:	Granite Stone Top.
Sink	:	Stainless Steel Sink.
Dado	:	Ceramic Tiles.
<b>Toilets</b>		
Floor	:	Ceramic Tiles.
Dado	:	Glazed Tiles.
W.C.	:	European type of Jaguar/ Parryware or similar Brand.
Wash Basin, Taps	:	Jaguar/Parryware or similar reputed brand.
Fittings	:	C.P.
Door Frame	:	Wooden Frame.
Shutter	:	Flush Door (Decorative main Door)
Windows	:	Sliding Aluminium (Anodized)
Electrical	:	Concealed Copper wiring reputed modular switches (Crabtree/equivalent).
Power Supply	:	Through WBSEB network.
Generator	:	Power Back up – 24x7
Lift	:	Reputed Brand.
Staircase /Lobby	:	Spacious staircase, elegant lobby and floor corridors with good quality marble/kotastone/granite.
Water Supply	:	24x7 captive water supply.

*Sumanjit*  
*Enakshi Mita*

Magnolia Infrastructure Development Ltd.


Director

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

**SIGN SEAL AND DELIVERED**

By the parties at Kolkata, in presence of -

1.

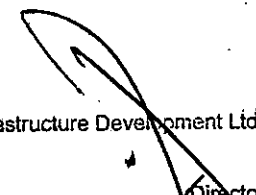


VIVEK PODAR  
(CONSTITUTED ATTORNEY)

.....  
*As constituted Attorney of*

*(i) Susanta Roy Burman (ii) Manosi Roy Burman  
(iii) Shusree Roy Burman, (iv) Partha Roy Burman*

2.



Magnolia Infrastructure Development Ltd.  
Director

.....  
**SIGNATURE OF THE DEVELOPER**

- Somnath  
- Enakshi Mitra

3.

.....  
**SIGNATURE OF THE PURCHASERS**



**RECEIPT AND MEMO OF CONSIDERATION**

Received from the within named Purchaser the within mentioned sum of Rs.3,25,584/- (Rupees Three Lakhs Twenty Five Thousand Five Hundred and Eighty Four Only) towards part payment of the Total Consideration amount for Transfer of the Said Flat And Appurtenances described in the 2<sup>nd</sup> Schedule above, in the following manner:

<u>FLAT NO.</u>	<u>CHEQUE/CASH/RTGS/NEFT</u>	<u>DATED</u>	<u>DRAWN ON</u>	<u>AMOUNT (IN RS.)</u>
2B	814814	04.03.2018	CITI BANK	Rs.11,000/-
	913958	14.03.2018	STATE BANK OF INDIA	Rs.1,50,000/-
	989462	16.04.2018	UNITED BANK OF INDIA	Rs.1,64,584/-
			<b>PAID VALUE: Rs. 2,90,700/-</b> <b>CGST: Rs.17,442/-</b> <b>SGST:Rs.17,442/</b>	<b>Rs.3,25,584 /-</b>

Magnolia Infrastructure Development Ltd.

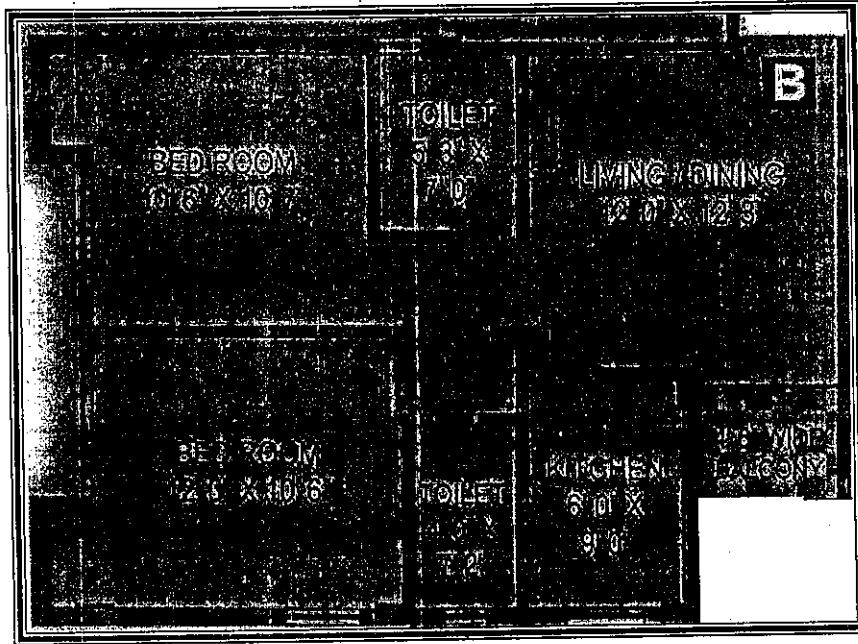
Director

{DEVELOPER}

1. *Somnath*  
2. *Enakshi Mitra*

{PURCHASERS}

LAYOUT PLAN OF  
FLAT NO. 2B ON THE SECOND FLOOR IN BLOCK NO 1  
ADMEASURING 869 SQ. FT. SBA



- Sammalib  
- Enakshi Mitra

Magnolia Infrastructure Development Ltd.

Director

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

(i) Susanta Roy Burman, (ii) Manosi Roy Burman, (iii) Shusree Roy Burman Burman, (iv) Partha Roy Burman

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED

AND

MR. SUMAN MITRA & MRS. ENAKSHI MITRA

AGREEMENT TO SALE

OF

APARTMENT NO. 2B ON THE SECOND FLOOR

AT

"MAGNOLIA MAGNET"

Address for Correspondence of Magnolia Infrastructure Development Limited

DLF Galleria, Suite No. 1101, 11TH Floor,  
Plot No: BG-8, Action Area 4D, Street No – 124,  
New Town, Rajarhat, Kolkata – 700 156,  
West Bengal.  
E-mail: [info@magnoliainfrastructure.com](mailto:info@magnoliainfrastructure.com)