

2210

2124/16



29/2/16
3-20
2-1160404

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

U 924820

[Signature]
Additional District Sub-Registrar
Bajarat, New Town, North 24-Pgs.

24 FEB. 2016

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this the 23rd Day of February 2016 BETWEEN

5383

22/2/16
1st

জেতার নাম _____
সংখ্যা _____
স্থাপন ডেতার স্বাক্ষর _____
বিধান নগর (সেন্ট্রাল সিটি) এ ডি এস আর প্লট
আট স্টাম্প করা আছে _____
মালিকের নাম _____ মোট কত টাকা খরিদ _____

Mandor Bam
Bishnupur Rajshahi

09 FEB 2016

780000

পটভাগী ঝারাকপুর ডেভেলপার মিতা দত্ত



1375

Magnolia Infrastructure Development Ltd.

Director (SAR)



1376

Mandor Bam



Additional District Sub-Registrar
Rajshahi, New Town, North 24 Pgs.

2/3 FEB 2016

Tapanku Ghosh
S/o Late Sancharan Ghosh
Bishnupur, Rd. Rajshahi Bishnupur
PS Rajshahi North 24

SRI MANDAR BASU (PAN: AMZPB8671K), SON OF SRI AMAR KRISHNA BASU, By Nationality: INDIAN, By Faith: HINDU, By Occupation: BUSINESS and residing at Bishnupur, Police Station: Rajarhat, District: 24 Parganas (North), hereinafter referred to as the "**LAND OWNER**" (which expression shall unless repugnant to the context shall mean and include his respective heirs, successors, legal representatives, executors, administrators and assigns) **OF THE ONE PART**

AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (PAN: AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Police Station: Beliaghata, Kolkata - 700 010 hereinafter referred to as the "**DEVELOPER/TRANSFEROR**" being represented by its' Director, **SRI VIVEK PODDAR (PAN:APJPP9042B)**, Son of Sri Milan Poddar (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators and assigns) **OF THE OTHER PART**.

WHEREAS Sri Amar Krishna Basu was originally held **ALL THAT PIECE AND PARCEL OF LAND** admeasuring about **12 COTTAHS**, be a little more or less (out of a total land admeasuring 55 Satak, more or less) situated at Mouza - Basina, R. S. Dag no. 190, J. L. No. 39, Touzi no. - 37, Khatian Nos. 6 and 1264 (previous), District - 24 Parganas (North), Police Station - Rajarhat within the limits of the Rajarhat Bishnupur II Gram Panchayet, having acquired the same through a Deed of Partition dated 12th July, 1993 and registered in the Office of the Additional District Sub-Registrar, Bidhan Nagar (Salt Lake) City and recorded in Book No. I, Volume No. 118, Page No. 75 being no. 5482/1993 (hereinafter referred to as the "**Said Property**" which is more fully described in the Schedule written hereunder).



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

23 FEB 2016

WHEREAS out of love and affection, Sri Amar Krishna Basu gifted the Said Property to and in favour of his only son, Sri Mandar Basu (the Land Owner herein) vide 2 (two) separate Gift Deeds, registered in the Office of the Additional District Sub-Registrar, North 24 Parganas and being nos. 152300426/2016 and 152300427/2016, recorded in Book - I, Volume No. 1523 - 2016, Pages 24745 - 24759 and Book No. I, Volume No. 1523 - 2016, Pages 23056 - 23073 respectively.

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

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

AND WHEREAS both the parties involved herein, have agreed to a "Scheme of Space Sharing" under which the Land Owner shall be entitled to 40% (Forty Percent) space sharing in the total constructed area alongwith proportionate land rights and rights in the common areas and facilities and proportionate land right and the Developer shall be entitled to 60% (Sixty Percent) space sharing in the total constructed area alongwith proportionate land rights and rights in the common areas and facilities.



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

23 FEB 2010

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties here to as follows:-

ARTICLE I - DEFINITION

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

1. **LAND OWNER** shall mean **SRI MANDAR BASU** (PAN: AMZPB8671K), SON OF SRI AMAR KRISHNA BASU, By Nationality: INDIAN, By Faith: HINDU, By Occupation: BUSINESS and residing at Bishnupur, Police Station: Rajarhat, District: 24 Parganas (North);
2. **DEVELOPER** shall mean **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**, 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;
3. **SAID PREMISES** shall mean **ALL THAT PIECE AND PARCEL OF LAND** admeasuring about **12 COTTAHS** situated at Mouza - Basina, R. S. Dag no. 190, J. L. No. 39, previously Khatian Nos. 6 and 1264, Touzi no. - 37, District - 24 Parganas (North), Police Station - Rajarhat within the limits of the Rajarhat Bishnupur II Gram Panchayet which are more fully and particularly described in the First Schedule written hereunder;
4. **THE BUILDING PLAN** shall mean and include necessary maps or plans drawn prepared by the Developer's architects and to be sanctioned by the competent authorities with such alteration or modification as may be made by the Developer for the construction of a **Said Building** at the Said Property, more fully described in the Schedule hereunder;



Additional District Sub-Registrar
Rajahmundry, New Town, North 2A-P.O.

23 FEB 2016

5. **COMMON AREAS FACILITIES AND AMENITIES** shall mean the boundary wall and include corridors, staircases, lifts, passages, other open spaces, and facilities required for enjoyment, maintenance and/or management of the new building/building complex to be constructed on the land of the Said Property;
6. **SALEABLE SPACE** shall mean the space/apartments/units/commercial space in the new building complex available for independent use and occupation along with the proportionate share of land and common areas and facilities of the building/building complex;
7. **OWNER'S ALLOCATION** shall mean a total area equivalent to 40% (Forty Percent) of the total constructed area comprising of flats/units/commercial space in the proposed *multi - storied* building and 40% of the car parking area together with proportionate rights in the common areas and facilities of the said building/said property, more fully described in **PART - I** of the **2ND SCHEDULE** herein below.
8. **DEVELOPER/TRANSFEROR'S ALLOCATION** shall mean receiving the balance/remaining 60% (Sixty Percent) of the total constructed area comprising of flats/units/commercial space in the proposed *multi - storied* building and 60% of the car parking area together with proportionate rights in the common areas and facilities of the said building/said property more fully described in **PART - II** of the **2ND SCHEDULE** herein below.
9. **THE ARCHITECT** shall mean such person or persons/organization who may be by appointed by the Developer for designing and planning of the building.



Additional District Sub-Registrar
Rajahmundry, New Town, North 24 Pgs.

23 FEB 2016

10. **ADVOCATE** shall mean such persons/organization who may be appointed by the Developer.
11. **TRANSFER** with its grammatical variations shall include transfer by possession and by and other means adopted for effecting transfer of space under the law.
12. **BUYER/TRANSFeree** shall mean a person or persons to whom any space in the new building shall be transferred by the Developer and the Land Owner, being restricted to their respective proportionate share of the building complex i.e., 40%: 60%.

REPRESENTATIONS

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

1. (a) The Land Owner is the absolute Land Owner of the Said Property free from all encumbrances; (b) The Land Owner has not entered into any agreement or agreement for sale or created any mortgage or encumbered with anybody in respect of the Said Property; (c) The Said Property is free from all encumbrances, charges, liens, suits, *lispendens*, attachments, trust whatsoever; (d) The Said Property is not affected by any attachment including attachments under any Certificate Case or any proceedings started at the instance of the Income Tax and Wealth Tax Authorities or Government Authorities under the Public Demand Recovery Act or otherwise whatsoever (e) There are no Certificate Case or proceedings pending against the Land Owner for realization of arrears of Income Tax or other taxes or otherwise under the Public Demand Recovery Act or any other Act for the time being in force (f) The Said Property is not affected by any notice or scheme of local authority or any other authority, Metropolitan Development Authority or the Government or any other public body or bodies, (g)



Additional District Sub-Registrar
Rajahmundry, New Town, North 24.03a

23 FEB 2016

There is no impediment under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or transferring and conveying the Said Property by the **Land Owner** and there is no excess vacant land in the hands of the **Land Owner** under the said Act, (j) There is no other adjacent plot **Land Owner** or any other person/s having any pre-emptive right with respect to the Said Property.

2. The **Land Owner** is absolutely seized and possessed of and/or sufficiently or otherwise well entitled to the Said Property and the **Land Owner** are fully aware that relying on such representation the Developer has agreed to enter into this agreement.
3. The **Land Owner** hereby further represents to the Developer that at the time of construction they will fully co-operate for smooth construction.
4. All the local body rates, taxes, and outgoings prior to the handing over the vacant and peaceful possession of the Said Property by the **Land Owner** to the Developer shall be borne by the **Land Owner**.
5. The **Land Owner** has a clear and marketable title in respect thereof.
6. The **Land Owner** has full and absolute right to enter into this agreement.

The Developer on its part has conducted necessary searches in the office of the concerned department and upon being satisfied of the marketability of the title of the Said Property has agreed to develop and construct/cause to be constructed a residential-cum-commercial complex having also agreed for conversion of the character of the said land to "**Bastu**" at their cost and effort



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

23 FEB 2016

THE BUILDING:

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

DELIVERY OF THE SAID PROPERTY:

The Land Owner shall hand over the vacant possession of the said schedule property immediately from the date of execution of this Agreement. The Land Owner undertakes that the Said Property is not mortgaged and/or hypothecated to any bank or financial authority and that the same is free from all encumbrances at time of signing of this Agreement.

STRUCTURAL DESIGN AND DRAWING

The Developer shall, within 30 (Thirty) days from the date of issuance of the Power of Attorney by the Land Owner, prepare the complete structural drawing and design of the proposed building and submit to the Land Owner for approval. The Developer shall bear the necessary cost for the said assignments.

COMMENCEMENT AND COMPLETION OF CONSTRUCTION

The Developer shall commence construction of the complex within 3 (Three) months' from the date of sanction of the building plan or handing over, the vacant possession of the Said Property after demolition of the old structure (if any) to the Developer by the Land Owner, whichever is later. The formalities for submissions of the building plan for the proposed building shall be completed by the Developer within 3 (Three) months' from the date of execution of this Agreement and the development of the Said Property shall be completed within 24 (Twenty Four) months from the date



Additional District Sub-Registrar
Rajerhat, New Town, North 24 Parganas

23 FEB 2016

of commencement of construction. The period can be extended for further 6 (Six) months' period depending upon the situation and as mutually agreed by both the parties.

POWER OF ATTORNEY

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

SHARE & DEPOSIT

In consideration of the Land Owner granting exclusive rights of development to the Developer under this Agreement, the Developer shall pay to the Land Owner, a refundable amount of RS. 20, 00, 000/- (RUPEES TWENTY LAKHS ONLY) as an interest free "REFUNDABLE ADVANCE" (to be adjusted monthly) to be paid at the time of execution of this Agreement. The allocation and/or segregation of the constructed area (in the ratio of 40%: 60%) together with the proportionate rights in the common areas and facilities between the Land Owner and the Developer shall be enumerated in a separate "SUPPLEMENTAL AGREEMENT" (upon obtaining sanction of the building plan) and on such terms and conditions as may be mutually agreed by both the parties including the terms of adjustment of the advance amount.

CHARGES PRIOR TO CONSTRUCTION

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



Additional District Sub-Registrar
Rajahat, New Town, North 24 P.S.

2006 FEB 20 06

CHARGES DURING CONSTRUCTION

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

LAND OWNER'S OBLIGATIONS

- i. The **Land Owner** shall remain responsible for any defect in his title to the demised land and/or encumbrances thereto.
- ii. The **Land Owner** shall give an irrevocable right to the **Developer** to construct buildings along with the right to sell the units in the Said Building to prospective Purchasers of the **Developer's** proportionate **60%** of the allocated share and to appropriate sale proceeds from them.
- iii. It is specifically agreed that the **Land Owner** shall through the **Developer/Transferors' Architects** submit plans (at the cost of the **Developer**) for sanctioning of lay out for construction of buildings and/or other structures on the Said Property or any part or portion thereof.
- iv. The **Land Owner** shall keep the **Developer** indemnified against all suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts of the **Land Owner** or relating to the title of the Said Property, in any manner whatsoever or arising out of the Agreement.



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

7 3 FEB 2016

DEVELOPER'S RIGHTS

That in order to implement the project effectually and completely and facilitate the transfer of **Developer's** allocated apartments/units, commercial space, car parking and proportionate shares in the Said Property, the **Developer** shall on and from the date of execution and signing of this Agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient subject to the condition that the **Land Owner's** allocated portion to be identified by a Supplemental Agreement prior to commencing any transfer of the constructed area:

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

DEVELOPER'S OBLIGATIONS

- i. The **Developer** shall at its own costs raise/erect building/building complex/proposed project as per the sanctioned building plan/s of the concerned authority/ies.



Additional District Sub-Registrar
Rajahat, New Town, North 24 Parganas

23 FEB 2016

- ii. Within **24 (Twenty Four) months'** from the date of sanction of the plan by the concerned authority/authorities, the **Developer** shall erect and complete the building in all respect in accordance with the direction of the Architect so appointed for the new construction of the said building so as to be fit for occupation subject however to *Force Majeure*.
- iii. The **Developer** shall comply with all requirements for the concerned authorities and other local authorities relating to the construction of the said building on the Said Property and shall obtain all necessary approvals from the developing and / or planning authorities as and when required at the its own cost in the name and on behalf of the **Land Owner**.
- iv. All costs, charges and expenses from the date of execution of these presents including architects fees (appointed by the **Developer** in consultation with the **Land Owner**) and costs charges and expenses which may have to be paid shall be paid met and discharged by the **Developer** and the **Developer** hereby agrees to keep the **Land Owners** indemnified against all actions, suits, proceedings, costs, charges and demand and claims in respect thereof.
- v. The **Developer** shall also install and provide such facilities (temporary and/or permanent connection of water, electricity, gas etc.) 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.
- vi. ~~The **Developer** shall be, under obligation to apply for and obtain completion certificate and occupancy certificate from the concerned local authority and the **Land Owners'** shall have no financial liability on such account.~~



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs.

23 FEB 2016

- vii. For any addition, alteration, modification, change or deviation in the construction of the new building, approval of the concerned local authority and other authorities as the case may be has to be obtained by the **Developer** and it will be solely responsible for such regulation at its own costs **PROVIDED HOWEVER** the **Land Owner** shall render all assistance to the **Developer** in this regard as and when necessary for better development.
- viii. The construction of the new building shall be made as per the specifications approved by the Architect.

NOTWITHSTANDING anything contained in the preceding clauses, it is specifically agreed by and between the parties hereto that, after execution hereof the **Developer** shall be entitled to put up fencing around the Said Property or any portion or portions thereof or arrange for guarding, for the purpose of preventing any possible encroachment and shall also be entitled to put up fencing around the portions of the property in occupation of unauthorized occupation, if any.

CONSTRUCTION PERIOD AND DELAY

The construction and development of the Said Property shall be completed within **24 (Twenty Four) months'** from the date of commencement of construction. This period can be extended for a further period of **6 (Six) months'** subject to **FORCE MAJEURE** reasons. **HOWEVER** if the **Developer** still fails to complete the construction work within the stipulated period of **24 (Twenty Four) months' + 6 (Six) months'**, the **Developer** shall compensate the **Land Owner** as per mutual agreement between the contracting parties.



Additional District Sub-Registrar
Rajahmundry, New Town, North 24 Pgs.

23 FEB 2016

COMPLETION AND HANDING OVER

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

AGREEMENT WITH TRANSFEREES/BUYERS

The **Developer**, by the **Power Of Attorney** shall have the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing of the apartments alongwith the total car parking spaces with undivided and un-demarcated proportionate piece of land in the project on the basis of the approved plan at a price to be determined by the **Developer** and to receive money from the prospective buyer and to acknowledge and give receipt restricted to the **Developer's** respective **60%** share of allocation in the Building to be constructed by them.

FINAL DEED OF CONVEYANCE

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



Additional District Sub-Registrar
Rajahat, New Town, North 24 Pgs.

21 FEB 2016

COST OF TRANSFER OF DEVELOPER/TRANSFEROR'S APARTMENTS

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

INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT

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

FORCE MAJEURE

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

DISPUTE AND ARBITRATION:

That in case of any dispute between the parties regarding this agreement, it is agreed that the dispute will be resolved amicably between the two parties and supplementary agreements may be subsequently made to mitigate the matter. If the parties are unable to resolve the dispute, the same shall be referred to the appropriate forum at the option of any of the parties herein.

ASSIGNMENT

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



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

23 FEB 2016

ENTIRE AGREEMENT

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

COPIES OF AGREEMENT

1 (ONE) COPY of this Agreement shall be executed and each party shall have the right to retain 1 representative copy.

GOVERNING LAW

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

JURISDICTION

This Agreement shall be subject to the jurisdiction of the Courts at North 24 Parganas.



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas
3 FEB 2016

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT PIECE AND PARCEL OF LAND admeasuring about 12 COTTAHS, more or less, situated at Mouza - Basina, R. S. Dag no. 190, J. L. No. 39, Touzi no. - 37, previously Khatian Nos. 6 and 1264, District - 24 Parganas (North), Police Station - Rajarhat within the limits of the Bishnupur II Gram Panchayet and the said premises are butted and bounded as follows:

<u>ON THE NORTH:</u>	BY R.S.DAG NO. 190, PLOT 'B';
<u>ON THE SOUTH:</u>	BY R.S. DAG NO. 72;
<u>ON THE EAST:</u>	BY P.W.D. ROAD;
<u>ON THE WEST:</u>	BY OTHER LANDED PROPERTY;

The said premise is also delineated in the map or plan annexed with this deed and bordered in colour 'RED' thereon.

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

ALL THAT 40% (Forty Percent) of the total constructed area comprising of flats/units/commercial space of the proposed *multi - storied* building and 40% of the car parking area together with proportionate land right and rights in the common areas and facilities of the said building/premises.

PART-II
(DEVELOPER/TRANSFEROR'S ALLOCATION)

ALL THAT remaining/balance 60% (Sixty Percent) space of the total constructed area comprising of flats/units/commercial space of the proposed *multi - storied* building and 60% of the car parking space



Additional District Sub-Registrar
Rajamat, New Town, North 24 Parg.

23 FEB 2016

SPECIFICATIONS

FOUNDATION		RCC Foundation
WALLS		Bricks Masonry
ROOMS	FLOOR	Vitrified Tiles in living/dining area and Bedrooms
	WALL	Plaster of Paris Finish
KITCHEN	FLOOR	Ceramic Tiles
	COUNTER	Black Granite Counter Top
	SINK	Stainless Steel Sink
	DADO	Glazed Tiles (2 ft. above counter)
TOILETS	FLOOR	Ceramic Tiles
	DADO	Glazed Tiles
	W.C.	European type of Jaquar/Parry ware/similar reputed brand
	WASH BASIN	European type of Jaquar/Parry ware/similar reputed brand
	DOOR FRAME	Wooden Frame
	SHUTTER	Flush Door (Decorative Main Door)
	WINDOW	Sliding Aluminum Anodized
	ELECTRICAL	Concealed Copper Wiring Reputed Modular Switches (Crabtree or equivalent)
	POWER SUPPLY	Through WBSEB Network
	STAIRCASE/LOBBY	Spacious Staircase, elegant lobby floor corridors with good quality marble/kotastone granite
	WATER SUPPLY	24 x 7 Captive Water Supply



Additional District Sub-Registrar
Rajahat, New Town, North 24 Pgs.

23 FEB 2016

IN WITNESS WHEREOF the Parties hereto have executed these presents the day, month and year first above written.

Mandim Banu

SIGNED SEALED & DELIVERED by the LAND OWNER at Kolkata:

Magnolia Infrastructure Development Ltd.

Director

SIGNED, SEALED & DELIVERED by the DEVELOPER at Kolkata:

Drafted By:

Fazidul Islam
Advocate

District Judge Court
Barasat

Enrol. No. - F/1175/1387/2011

WITNESSES

Pradip Das

Bosina Rajarhat
KOL - 700135

Manas Ghosh
Khamar, Rajarhat
KOL - 700135



Additional District Sub-Registrar
Rajmhat, New Town, North 24 Parg.

23 FEB 2016

RECEIPT AND MEMO OF CONSIDERATION

Received a sum of Rs. 20, 00,000/- (RUPEES TWENTY LAKHS ONLY) from the Developer as Earnest Money/Advance Money:

By Cheque no. 001725 dated 06.01.2016
Drawn on HDFC BANK LTD.,
in favour of SRI MANDAR BASU

Rs. 1, 50,000/-

By Cheque no. 547846 dated 23.02.2016
Drawn on INDUS IND BANK.,
in favour of SRI MANDAR BASU

Rs. 9, 00,000/-

By Cheque no. 547847 dated 23.02.2016
Drawn on INDUS IND BANK.,
in favour of SRI MANDAR BASU

Rs. 9, 50,000/-

Total: Rs. 20, 00,000/-

(RUPEES TWENTY LAKHS ONLY)

Witness:

Pradip Das
Bosina Rajarhat
KOL - 700135

Mandar Basu

Manas Ghosh
Khamar Rajarhat
KOL - 700135



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

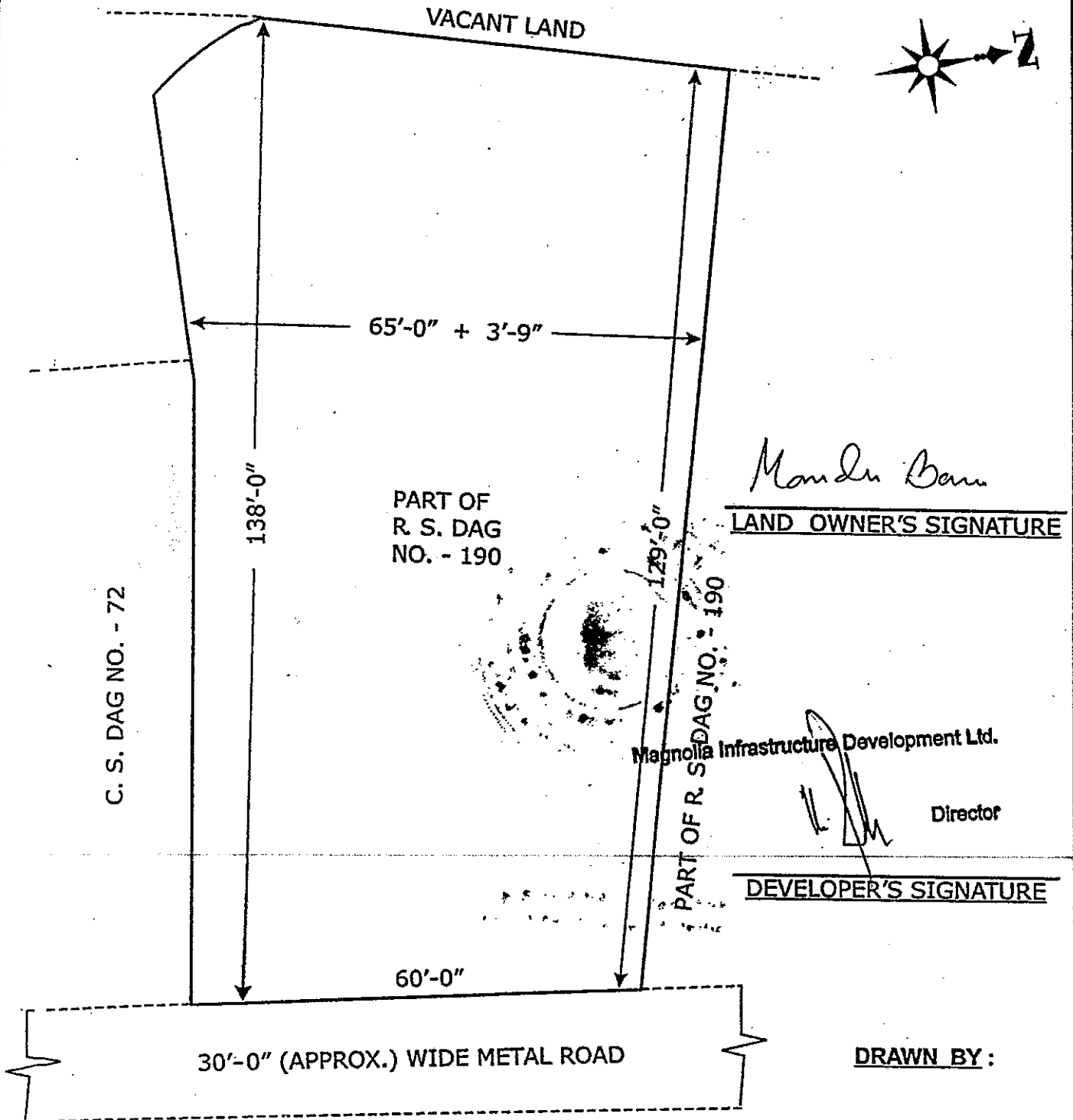
23 FEB 2016

SITE PLAN OF
PART OF R. S. & L. R. DAG NO. - 190, UNDER C. S. KH. NOS. - 69, 70 &
71, L. R. KH. NOS. - 1264 & 6, AT MOUZA - BASINA, J. L. NO. - 31, R. S.
NO. - 53, TOUZI - 37, P. S. - RAJARHAT, DIST. - NORTH 24 PARGANAS,
SCALE - N.T.S. UNDER RAJARHAT-BISHNUPUR NO.-II GRAM
PANCHAYET.

AREA OF LAND IN RED LINE : (MORE OR LESS) = 20.00 DECIMAL.

LAND OWNER : MANDAR BASU

DEVELOPER : MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD.





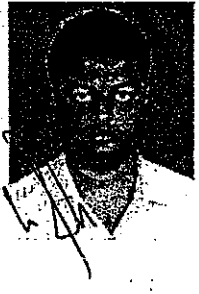








Additional District Sub-Registrar
Sialkot, New Town, North 24-Parg.

23 FEB 2016












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

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

N.B. - LH BOX- SMALL TO THUMB PRINTS
R.H. BOX- THUMB TO SMALL PRINTS

	LH					
	RH.					

ATTESTED :- *(Signature)*

 <i>Mandira Bann</i>	LH					
	RH.					

ATTESTED :- *Mandira Bann*

PHOTO	LH					
	RH.					

ATTESTED :-



Additional District Sub-Registrar
Rajahat, New Town, North 24 Parganas.

7 3 FEB 2016

Seller, Buyer and Property Details

A. Land Lord & Developer Details

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

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	MANDAR BASU Son of AMAR KRISHNA BASU BISHNUPUR, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, Kolkata, District:- North 24 Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AMZPB8671K,; Status : Individual; Date of Execution : 23/02/2016; Date of Admission : 23/02/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD 93, DR SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700010 PAN No. AAGCM8293C,; Status : Organization; Represented by representative as given below:-
1(1)	VIVEK PODDAR -93 DR SURESH CHANDRA BANERJEE ROAD, P.O:- BELIAGHATA, P.S:- Beliaghata, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APJPP9042B,; Status : Representative; Date of Execution : 23/02/2016; Date of Admission : 23/02/2016; Place of Admission of Execution : Pvt. Residence

B. Identifier Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Tapan Kumar Ghosh Son of Late Panchanan Ghosh Bishnupur, P.O:- Rajarhat Bishnupur, P. S:- Rajarhat, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	MANDAR BASU, VIVEK PODDAR	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	D istrict: North 24-Parganas, P.S:- R ajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Basina	LR Plot No:- 190 , LR Khatian No:- 6	12 Katha	1/-	44,99,996/-	Proposed Use: Bastu, ROR: Bastu, Property is on Road Adjacent to Metal Road.

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	MANDAR BASU
Address	BISHNUPUR, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL,



Details of the applicant who has submitted the requisition form

Applicant's Name	MANDAR BASU
Address	BISHNUPUR, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700135
Applicant's Status	Seller/Executant



Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152302124 / 2016

Query No/Year 15231000060704/2016 Serial no/Year 152300221000016
Deed No/Year I - 152302124 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant VIVEK PODDAR Presented At Private Residence
Date of Execution 23-02-2016 Date of Presentation 23-02-2016

Remarks

On 15/02/2016

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 44,99,996/-



(Debasish Dhar)

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

On 23/02/2016

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

Presented for registration at 15:30 hrs on : 23/02/2016, at the Private residence by VIVEK PODDAR.

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

Execution is admitted on 23/02/2016 by

MANDAR BASU, Son of AMAR KRISHNA BASU, BISHNUPUR, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Service

Indetified by Tapan Kumar Ghosh, Son of Late Panchanan Ghosh, Bishnupur, P.O: Rajarhat Bishnupur, Thana: Rajarhat, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business

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

Execution is admitted on 23/02/2016 by

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

Indetified by Tapan Kumar Ghosh, Son of Late Panchanan Ghosh, Bishnupur, P.O: Rajarhat Bishnupur, Thana: Rajarhat, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By





(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 24/02/2016

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,010/- (B = Rs 21,989/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 22,010/-

Description of Draft

1. Rs 22,010/- is paid, by the Draft(8554) No: 880040000383, Date: 22/02/2016, Bank: STATE BANK OF INDIA (SBI), COMMERCIAL BR SALT LAKE.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 7,021/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 5383, Purchased on 22/02/2016, Vendor named MITA DUTTA.

Description of Draft

1. Rs 7,021/- is paid, by the Draft(8554) No: 880039000383, Date: 22/02/2016, Bank: STATE BANK OF INDIA (SBI), COMMERCIAL BR SALT LAKE.



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2016, Page from 65938 to 65967

being No 152302124 for the year 2016.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2016.02.25 11:50:48 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 25-02-2016 11:50:47
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

