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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Certified that the Document is admitted to Registration the Signature Sheet and the endorsement sheet is attached to this document see the part of this Document.

A.R.A.
III

SP
16/06/23

2/126729/23

Additional Registrar
of Assurances III, Kolkata

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** executed on this 16th day of June 2023

BETWEEN

Additional Registrar of
Assurances III Kolkata

16 JUN 2023

গ্যাম্ব ভেণ্ডার, অনাথবন্ধু গিরি
বসিরহাট টেক্সটাইল

টি. ডি. নং _____ তার _____

টাকার চান্স _____

ক্রমিক নম্বর 1320

কোড _____

মূল্য _____



- 9 JAN 2023

গ্যাম্ব ভেণ্ডার

আদায়, ট: ২৪



Additional Registrar of
Assurances III Kolkata

16 JUN 2023



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



192023240099365561

GRN Details

GRN:	192023240099365561	Payment Mode:	Online Payment
GRN Date:	15/06/2023 16:46:35	Bank/Gateway:	ICICI Bank
BRN :	2000431527	BRN Date:	15/06/2023 16:47:21
GRIPS Payment ID:	150620232009936555	Payment Init. Date:	15/06/2023 16:46:35
Payment Status:	Successful	Payment Ref. No:	2001267290/3/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LTD
Address:	93, Dr. Suresh Chandra Banerjee Road. KOLKATA, West Bengal, 700010
Mobile:	9163322208
Email:	accounts@magnoliainfrastructure.in
Contact No:	9163322208
Depositor Status:	Buyer/Claimants
Query No:	2001267290
Applicant's Name:	Mr Supriyo Basu And Associates
Identification No:	2001267290/3/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	15/06/2023
Period To (dd/mm/yyyy):	15/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001267290/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2001267290/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	15021
Total				35042

IN WORDS: THIRTY FIVE THOUSAND FORTY TWO ONLY.



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(1) **SMT. SUDIPTA MUKHERJEE** (PAN: CWQPM3145Q) (AADHAAR NO: 287541706636), (Mobile No: 6289558066), wife of Sri Arnab Mukherjee, by nationality Indian, by faith Hindu, by occupation Housewife, residing at Village: Bhatenda, Kolkata-700135, Post Office and Police Station: Rajarhat, District-North 24 Parganas, (2) **SMT. PAPIA BANERJEE** (PAN: AEFPB8748B) (AADHAAR NO: 901588642369), (Mobile No: 8951619330), daughter of Late Alok Banerjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Flat No. SP-302, Siddha Town, Sir Ramesh Mitra Road, Kolkata-700136, Post Office-Rajarhat-Gopalpur and Police Station: Narayanpur, District-North 24 Parganas, (3) **SRI ARNAB MUKHERJEE** (PAN: AYBPM0733B) (AADHAAR NO: 995007433345), (Mobile No: 9830828727), son of Late Parimal Mukherjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Village: Bhatenda, Kolkata-700135, Post Office and Police Station: Rajarhat, District-North 24 Parganas, (4) **SRI ARINDAM BANERJEE** (PAN: AEFPB8754F) (AADHAAR NO: 747402904129), (Mobile No: 9830792002), son of Late Alok Banerjee, by nationality Indian, by faith Hindu, by occupation Business, residing at Flat No. SL-401, Silver 1 Block, Siddha Pines, AS185, Rajarhat Main Road, Kolkata-700136, Post Office and Police Station: Rajarhat, District-North 24 Parganas, hereinafter collectively referred to as the "**OWNERS**", which expression shall, unless it be repugnant to the context or mean and include her heirs, executors, administrators, representatives, successor-in-title and permitted assign) of the **ONE PART;**

AND

MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (CIN: U70200WB2010PLC152199), (PAN-AAGCM8293C), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata-700010, Post Office Beliaghata, Police Station: Beliaghata, District South 24 Parganas, being represented by its Director, **SRI VIVEK PODDAR** (PAN: APJPP9042B), (AADHAAR NO: 745559710223), son of Sri Milan Poddar, by nationality Indian, by faith Hindu, by occupation Business, residing at BE-111, Sector-I, Salt Lake, Kolkata-700064, Post Office AE Market (Salt Lake City), Police Station Bidhannagar (North), District North 24 Parganas, hereinafter referred to as the "**PROMOTER**", which expression shall, unless it be repugnant to the context or mean and include its successor-in-title and permitted assign) of the **OTHER PART;**

The Owners and the Promoter shall individually hereinafter refer to as '**Party**' and collectively as '**Parties**'.

DEFINITION:

LAWS/REGULATIONS - For the purpose of this DEVELOPMENT AGREEMENT, unless the context otherwise requires: -

- i. **"Act"** means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.
- ii. **"adjudicating officer"** means the adjudicating officer appointed under sub-section (1) of section 71;



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- iii. **"advertisement"** means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes;
- iv. **"agreement for sale"** means an agreement entered into between the promoter and the allottee;
- v. **"allottee"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- vi. **"apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;
- vii. **"Appellate Tribunal"** means the Real Estate Appellate Tribunal established under section 43; 1. 1st May, 2016, vide notification No. S.O. 1544(E), (Except ss. 3 to 19, 40, 59 to 70, 79 & 80) dated 26th April, 2016, see Gazette of India, Extraordinary, Part II, sec. 3(ii). 5
- viii. **"appropriate Government"** means in respect of matters relating to,— (i) the Union territory without Legislature, the Central Government; (ii) the Union territory of Puducherry, the Union territory Government; (iii) the Union territory of Delhi, the Central Ministry of Urban Development; (iv) the State, the State Government;
- ix. **"architect"** means a person registered as an architect under the provisions of the Architects Act, 1972 (20 of 1972);
- x. **"Authority"** means the Real Estate Regulatory Authority established under subsection (1) of section 20;
- xi. **"building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
- xii. **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;



- xiii. **"Chairperson"** means the Chairperson of the Real Estate Regulatory Authority appointed under section 21;
- xiv. **"commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;
- xv. **"common areas"** mean— (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use; 6
- xvi. **"company"** means a company incorporated and registered under the Companies Act, 2013 (18 of 2013) and includes,— (i) a corporation established by or under any Central Act or State Act; (ii) a development authority or any public authority established by the Government in this behalf under any law for the time being in force;
- xvii. **"competent authority"** means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- xviii. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- xix. **"day"** means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time;
- xx. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes redevelopment;
- xxi. **"development works"** means the external development works and internal development works on immovable property;
- xxii. **"engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognised by the All India Council of Technical Education or any University or any institution recognised under a law or is registered as an engineer under any law for the time being in force;



- xxiii. **"estimated cost of real estate project"** means the total cost involved in developing the real estate project and includes the land cost, taxes, cess, development and other charges;
- xxiv. **"external development works"** includes roads and road systems landscaping, water supply, sewerage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws;
- xxv. **"family"** includes husband, wife, minor son and unmarried daughter wholly dependent on a person;
- xxvi. **"garage"** means a place within a project having a roof and walls on three sides for parking any vehicle, but does not include an unenclosed or uncovered parking space such as open parking areas;
- xxvii. **"immovable property"** includes land, buildings, rights of ways, lights or any other benefit arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass;
- xxviii. **"Interest"** means the rates of interest payable by the promoter or the allottee, as the case may be. Explanation.—For the purpose of this clause— (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default; (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest 7 thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;
- xxix. **"internal development works"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as education health and other public amenities or any other work in a project for its benefit, as per sanctioned plans;
- xxx. **"local authority"** means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- xxxi. **"Member"** means the member of the Real Estate Regulatory Authority appointed under section 21 and includes the Chairperson;
- xxxii. **"notification"** means a notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
- xxxiii. **"occupancy certificate"** means the occupancy certificate, or such other certificate, by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- xxxiv. **"Person"** includes,— (i) an individual; (ii) a Hindu undivided family; (iii) a company; (iv) a firm under the Indian Partnership Act, 1932 (9 of 1932) or the Limited Liability Partnership Act, 2008 (6 of 2009), as the case may be; (v) a

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competent authority; (vi) an association of persons or a body of individuals whether incorporated or not; (vii) a co-operative society registered under any law relating to co-operative societies; (viii) any such other entity as the appropriate Government may, by notification, specify in this behalf;

xxxv. **"planning area"** means a planning area or a development area or a local planning area or a regional development plan area, by whatever name called, or any other area specified as such by the appropriate Government or any competent authority and includes any area designated by the appropriate Government or the competent authority to be a planning area for future planned development, under the law relating to Town and Country Planning for the time being in force and as revised from time to time;

xxxvi. **"prescribed"** means prescribed by rules made under this Act;

xxxvii. **"project"** means the real estate project as defined in clause (zn);

xxxviii. **"promoter"** means,— (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or 8 (iii) any development authority or any other public body in respect of allottees of— (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or (iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or (v) any other person who acts himself as a builder, coloniser, contractor, Promoter, estate Promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or (vi) such other person who constructs any building or apartment for sale to the general public. Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder;

xxxix. **"prospectus"** means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;

xl. **"real estate agent"** means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any



medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called;

- xli. **"real estate project"** means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- xlii. **"regulations"** means the regulations made by the Authority under this Act;
- xliii. **"rule"** means the rules made under this Act by the appropriate Government;
- xliv. **"sanctioned plan"** means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
- xlv. words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the appropriate Government shall have the same meanings respectively assigned to them in those laws.

WHEREAS:

1. One Santosh Chandra Ray was the recorded Owners in respect of *inter alia* **ALL THAT** piece and parcel of (i) land measuring 04 (four) Decimal, more or less, comprised in R.S. Dag No. 148 and (ii) land measuring 28 (twenty-eight) Decimal, more or less, comprised in R.S. Dag No. 149, both recorded under R.S. Khatian No. 539, Mouza Bhatenda, J.L. No. 28, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Police Station: Rajarhat, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal (hereinafter referred as the **"Schedule Property"**), morefully described in the **'Schedule A'** hereunder.
2. The said Santosh Chandra Ray, a Hindu governed by the Dayabhaga School of Hindu Law died intestate, leaving behind him, surviving his 02 (two) sons, namely, (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Santosh Chandra Ray in respect of the Schedule Property, as per Hindu Succession Act, 1956. The said (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray each having an undivided ½ (one-half) share and/or interest in the said Schedule Property.
3. The said (1) Sri Anil Ray *alias* Anil Kumar Ray and (2) Sri Sunil Ray *alias* Sunil Kumar Ray consequently got their names mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas and duly paid khajna/taxes thereof in respect of the Schedule Property, in the following manner:



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Name	R.S./L.R. Dag No.	L.R. Khatian	Land Share (as per ROR)	Land Area (in Decimal)
Anil Ray	148	35	0.5000	02
	149		0.5000	14
Sunil Ray	148	814	0.5000	02
	149		0.5000	14

4. The said Sri Anil Ray *alias* Anil Kumar Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 03rd November 1989 leaving behind him, surviving his, widow, Smt. Urmila Ray and 03 (three) sons, namely, (1) Sri Basudeb Ray, (2) Sri Amal Kumar Ray and (3) Sri Swapan Kumar Ray, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Anil Ray *alias* Anil Kumar Ray in respect of undivided $\frac{1}{2}$ (one-half) share and/or interest in the Schedule Property, each having an undivided $\frac{01}{8}$ th share and/or interest therein, as per Hindu Succession Act, 1956.
5. The said Sri Sunil Ray *alias* Sunil Kumar Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 14th October 1994 leaving behind him, surviving his, widow, Smt. Triptimayi Ray and 02 (two) sons, namely, (1) Sri Biswajit Ray and (2) Sri Subir Prasad Ray and 03 (three) married daughters, namely, (1) Smt. Kabita Bhattacharjee, (2) Smt. Babita Mukherjee and (3) Smt. Ruba Chakraborty, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Sunil Ray *alias* Sunil Kumar Ray in respect of undivided $\frac{1}{2}$ (one-half) share and/or interest in the Schedule Property, each having an undivided $\frac{01}{12}$ th share and/or interest therein, as per Hindu Succession Act, 1956.
6. The said (1) Smt. Urmila Ray *alias* Urmila Devi (2) Sri Basudeb Ray (3) Sri Amal Kumar Ray (4) Sri Swapan Kumar Ray (5) Smt. Triptimayi Ray (6) Sri Biswajit Ray (7) Sri Subir Prasad Ray (8) Smt. Kabita Bhattacharjee (9) Smt. Babita Mukherjee and (10) Smt. Ruba Chakraborty, as the owners of the Schedule Property granted a General Power of Attorney dated 12th February 2010 registered in the Office of the District Sub-Registrar-II, North 24 Parganas and recorded in Book-IV, CD Volume No. 1, at Pages 2671 to 2686, being No. 00268 for the year 2010 wherein they collectively appointed, Smt. Sujata Ray, wife of Sri Basudeb Ray, as their true, lawful and constituted attorney in order to cause sale and transfer of the Schedule Property on their behalf during their absence.
7. The said (1) Smt. Urmila Ray *alias* Urmila Devi, wife of Late Anil Ray *alias* Anil Kumar Ray (2) Sri Amal Kumar Ray (3) Sri Swapan Kumar Ray, both sons of Late Anil Ray *alias* Anil Kumar Ray collectively executed a Deed of Gift (*Daanpatra Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1226 to 1239, being No. 00057 for the year 2014, gifted and conveyed in consideration of their natural love and affection in favour of Sri Basudeb Ray, their undivided $\frac{03}{8}$ th share and/or



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interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 01.50 (one point five zero) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 10.50 (ten point five zero) decimal, more or less, comprised in R.S./L.R. Dag No. 149, both recorded under L.R. (Kr) Khatian No. 35 corresponding to L.R. (Akrishi) Khatian No. 16, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's First Land**") out of the said Schedule Property.

8. The said (1) Smt. Kabita Bhattacharjee (2) Smt. Babita Mukherjee, both daughters of Late Sunil Ray *alias* Sunil Kumar Ray represented by their constituted attorney, Smt. Sujata Ray, (as mentioned above) as the vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1277 to 1288, being No. 00061 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.66 (zero point six six) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.67 (four point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 149, both recorded under L.R. (Kr) Khatian No. 814 corresponding to L.R. (Akrishi) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Second Land**"), out of the Schedule Property along with other plot of land, for the consideration mentioned therein.
9. The said (1) Sri Subir Prasad Ray and (2) Smt. Triptimayi Ray, represented by their constituted attorney, Smt. Sujata Ray, (as mentioned above) as the vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1289 to 1300, being No. 00062 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.67 (zero point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.66 (four point six six) decimal, more or less, comprised in R.S./L.R. Dag No. 149 recorded under L.R. (Kr) Khatian No. 814 corresponding to L.R. (Akrishi) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Third Land**"), out of the Schedule Property, along with other plot of land, for the consideration mentioned therein.

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10. The said (1) Sri Biswajit Ray, son of Late Sunil Ray *alias* Sunil Kumar Ray and (2) Smt. Ruba Chakraborty, daughter of Late Sunil Ray *alias* Sunil Kumar Ray represented by their constituted attorney, Smt. Sujata Ray, as the Vendors therein, by way of a Deed of Sale (*Saaf Bikray Kobala Dali*) dated 03rd January 2014 registered in the Office of the Additional District Sub-Registrar, Rajarhat, District North 24 Parganas and recorded in Book-I, CD Volume No. 1, at Pages 1326 to 1337, being No. 00063 for the year 2014, sold conveyed and transferred in favour of Sri Basudeb Ray, their undivided 1/6th share and/or interest in the Schedule Property, being equivalent to **ALL THAT** piece and parcel of (i) land measuring 0.67 (zero point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 148 and (ii) land measuring 04.67 (four point six seven) decimal, more or less, comprised in R.S./L.R. Dag No. 149 recorded under L.R. (*Kri*) Khatian No. 814 corresponding to L.R. (*Akrishi*) Khatian No. 311, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10, Police Station: Rajarhat, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal (hereinafter referred as "**Basudeb's Fourth Land**"), out of the Schedule Property, along with other plot of land, for the consideration mentioned therein.
11. And the said Sri Basudeb Ray by virtue of inheritance and the aforesaid Basudeb's First Land, Basudeb's Second Land, Basudeb's Third Land and Basudeb's Fourth Land from the legal heirs of Late Anil Ray *alias* Anil Kumar Ray and Late Sunil Ray *alias* Sunil Kumar Ray, the said Basudeb Roy became the sole and absolute owner of the Schedule Property.
12. The said Sri Basudeb Ray consequently got his name mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas in respect of the Schedule Property vide L.R. Khatian No. 4759 and and duly paid khajna/taxes thereof.
13. The said Sri Basudeb Ray, a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 10th April 2022, leaving behind him, surviving his widow, Smt. Sujata Ray and only son, Sri Kaushik Ray and only daughter, Smt. Moutrisha Ray, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Basudeb Ray in respect of the Schedule Property, each having an undivided 1/3rd share and/or interest therein, as per Hindu Succession Act, 1956.
14. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray jointly decided to transfer the said Schedule Property for which they have demarcated the Schedule Property, the land comprised in L.R. Dag No. 149 in Lot Nos. A, B, C and D, measuring 07 decimal each Lot and in L.R. Dag No. 148 in Lot E measuring 04 decimal.
15. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218605 to 218628, being No. 190103650 for the year 2022, sold conveyed and transferred in favour of

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Sri Alok Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot A therein, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, out of the said Schedule Property, for the consideration mentioned therein.

16. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 224829 to 224851, being No. 190103652 for the year 2022, sold conveyed and transferred in favour of Sri Arindam Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot B therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.
17. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218648 to 218670, being No. 190103653 for the year 2022, sold conveyed and transferred in favour of Smt. Sudipta Mukherjee, **ALL THAT** piece and parcel of land measuring 04 (four) decimal, more or less, marked in Lot E therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 148 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.
18. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218117 to 218140, being No. 190103654 for the year 2022, sold conveyed and transferred in favour of Sri Arnab Mukherjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot D therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-



Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.

19. The said (1) Smt. Sujata Ray (2) Sri Kaushik Ray and (3) Smt. Moutrisha Ray, as the Vendors therein, by way of a Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 218617 to 218694, being No. 190103655 for the year 2022, sold conveyed and transferred in favour of Smt. Papia Banerjee, **ALL THAT** piece and parcel of land measuring 07 (seven) decimal, more or less, marked in Lot C therein, out of the said Schedule Property, comprised in R.S./L.R. Dag No. 149 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759, Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 10 (previously 2998), Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, District North 24 Parganas, West Bengal, for the consideration mentioned therein.

20. The said (1) Alok Banerjee (now deceased) (2) Sri Arindam Banerjee (3) Smt. Sudipta Mukherjee (4) Sri Arnab Mukherjee and (5) Smt. Papia Banerjee consequently got their names mutated and recorded in the records of the Block Land & Land Reforms Office at Rajarhat, District North 24 Parganas in respect of the Schedule Property and duly paid khajna/taxes thereof. The said records are the following manner:

Name	R.S./L.R. Dag No.	L.R. Khatian	Land Share (as per ROR)	Land Area (in Decimal)
Alok Banerjee (now deceased)	149	5332	0.2500	07
Sri Arindam Banerjee	149	5326	0.2500	07
Smt. Sudipta Mukherjee	148	5329	1.0000	04
Sri Arnab Mukherjee	149	5320	0.2500	07
Smt. Papia Banerjee	149	5328	0.2500	07

21. The said Alok Banerjee (now deceased), Sri Arindam Banerjee, Smt. Sudipta Mukherjee, Sri Arnab Mukherjee and Smt. Papia Banerjee on basis of causing mutation of the Schedule Property in their respective names in the above manner, with the purview of conveying the Schedule Property for residential purpose, got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion under Section 4C of the West Bengal Land Reforms Act, 1955 for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "Bastu" vide Memo Nos.

- i) CON/1775/BL&LRO/RAJ/22



- ii) CON/1776/BL&LRO/RAJ/22
- iii) CON/1777/BL&LRO/RAJ/22
- iv) CON/1778/BL&LRO/RAJ/22
- v) CON/1779/BL&LRO/RAJ/22

all dated 01st September 2022.

22. The said Alok Banerjee (now deceased), a Hindu governed by the *Dayabhaga* School of Hindu Law died intestate on 26th January 2023 leaving behind him, surviving his widow, Smt. Sunanda Banerjee and only son, Sri Arindam Banerjee and only daughter, Smt. Papia Banerjee, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of Late Alok Banerjee in respect of the Schedule Property, each having an undivided 01/3rd share and/or interest therein, as per Hindu Succession Act, 1956.
23. Said Smt. Sunanda Banerjee and Smt. Papia Banerjee jointly executed a Deed of Gift dated 28th April, 2023 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book-I, Volume No. 1904-2023, at Pages 305514 to 305532, being No. 190405995 for the year 2023, gifted and conveyed in consideration of their natural love and affection in favour of Sri Arindam Banerjee, their undivided 2/3rd (two-third) share and/or interest in the said Schedule Property, being equivalent to **ALL THAT** piece and parcel of land classified as *bastu* measuring about 04.66 (four point six six) Decimal, more or less, comprised in R.S./L.R. Dag No. 149, recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 4759 corresponding to new L.R. Khatian No. 5332, Mouza Bhatenda, J.L. No. 28, Re.Su. No. 50, Touzi No. *Sabek* 2998 *Ha/* 10, within the limits of Rajarhat-Bishnupur No. I Gram Panchayat, Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal.
24. In the above mentioned circumstances, the said Sri Arindam Banerjee has purchased 07 Decimal, more or less, comprised in R.S./L.R. Dag No. 149 through the aforesaid Deed of Conveyance dated 25th April 2022 registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book-I, Volume No. 1901-2022, at Pages 224829 to 224851, being No. 190103652 for the year 2022 along with an undivided 1/3rd (one-third) share and/or interest, equivalent to land measuring about 02.34 (two point three four) Decimal, more or less which he has inherited as son, from his father, Late Alok Banerjee along with undivided 2/3rd (two-third) share and/or interest equivalent to land measuring about 04.66 (four point six six) Decimal, more or less which has been gifted by Smt. Sunanda Banerjee and Smt. Papia Banerjee in favour of Sri Arindam Banerjee. Therefore, the said Sri Arindam Banerjee has become the absolute owner in respect of land measuring about 14 Decimal, more or less, comprised in R.S./L.R. Dag No. 149.



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

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) **Owners's Representations:** That as per knowledge of the Owners herein declare to the Promoter that (1) the right, title and interest of the Owners in the Schedule Property till date is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens* (2) the Owners shall ensure that the till date Owners' title to the Schedule Property continues to remain marketable and free from all encumbrances till date (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Schedule Property with any person or entity (4) the Schedule Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have full right, power and authority to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Promoter under this Agreement.
- 2) **Promoter's Representations:** The Promoter has represented and warranted to the Owners that (1) the Promoter is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Promoter has and/or shall enter into several agreements with the Owners of contiguous and other properties near the Schedule Property for composite development of such contiguous and other properties near the Schedule Property but the Promoter assured to the Owners that, the demarcated Owner's Allocation will be unchanged, unaltered (3) the Promoter is and during the tenure of this Agreement shall remain competent to arrange the financial assistance from banks/financial institutions required for development of the Schedule Property and without creating any financial liability of the Owners or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owners or any of their estate shall be responsible and / or made liable for payment of any dues if payable, by the Promoter to such Banks and for that purpose (4) the Promoter has full authority to enter into



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this Agreement and appropriate Resolutions/Authorizations to that effect exist for the purpose of development work and only in respect of the Promoter's Allocation only, (5) That the Promoter herein declares that they have inspected all the title documents of the Owners and devolution of the present title in respect of the below schedule land and satisfied in present title all respect about the title of the Owners and after satisfaction of the present title in all respect of the schedule land, the Promoter herein enter into this Development Agreement with the Owners herein, (6) The Promoter undertakes that the Owners will never have to pay any misclenious charges or any hidden cost in respect of the new residential building (hereinafter referred as "**New Building**") on the Schedule Property (hereinafter referred as "**Project**").

- 3) **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Promoter development rights of the Schedule Property, by virtue of which the Promoter shall be entitled to construct and commercially exploit a new residential building (hereinafter referred as "**New Building**") on the Schedule Property (hereinafter referred as "**Project**") on the basis of the sanctioned building plan (hereinafter referred as "**Sanctioned Plan**", which includes all sanctioned/permmissible modifications to be made thereto by the Promoter, if any, from time to time) from Block Development Office, Rajarhat and Zilla Parishad, North 24 Parganas and other concerned authorities (hereinafter referred as "**Planning Authorities**") and prepared by architect appointed by the Promoter.
- 4) **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between them with regard to the Project.
- 5) **Appointment and Commencement:**
 - 5.1 **Appointment:** The Owners hereby appoints the Promoter as the Promoter of the Schedule Property with right to execute the Project. The Promoter hereby accepts the said appointment by the Owners for the purpose of development work.
 - 5.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
- 6) **Sanction and Construction:**
 - 6.1 **Sanctioned Plan:** The Promoter (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction and/or modification and/or extension and/or addition of the Sanctioned Plan to ensure that full potential of FAR of the Schedule Property is utilized for construction of the New Building. It is clarified that the Promoter shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned

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Plan and Completion Certificate).The Promoter assures that the Director of the Promoter will sanction the appropriate, valid building plan from the appropriate department within 3 (Three) months from date of registration of the present. That after receiving of the sanctioned building plan, both the parties amicably decided their respective allocations by executing one Supplimentary Agreement.

- 6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Promoter to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Promoter and the Owners shall have no liability or responsibility.
- 6.3 **Construction of New Building:** The Promoter shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the Sanctioned Plan.
- 6.4 **Common Portions:** The Promoter shall at its own costs install and erect in the New Building, common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). It is clarified that the adjacent or contiguous properties, if any, if developed by the Promoter may be notionally or actually integrated or added to the Schedule Property in so far as sharing of common amenities and facilities are concerned such as club, roads, passages, green areas, gates, water connection, water reservoirs, sewage connection, lighting of streets, generator, transformer etc. The Owners confirms that they have no objection to this and the Promoter shall be free to do any work as per law without hampering the Owner's Allocation that the Promoter deems fit and proper in this regard.
- 6.5 **Building Materials:** The Promoter shall be authorized to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building.
- 6.6 **Temporary Connections:** The Promoter shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage and the Promoter shall pay all the cost, expenses and bills in this regard.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Schedule Property and/or which may affect the mutual interest of the Parties. Both the parties shall not indulge in any activities which may be detrimental to the development of the Schedule Property and/or which may affect the mutual



interest of the Parties. Both the parties shall take all steps that may be necessary for successful completion of the Project.

7) Possession:

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

7.2 **Time period of handing over the Possession:** The exclusive demarcated **Owner's Allocation** in all respect and habitable condition including free from all encumbrances will be hand over by the Promoter at their own costs and expenses within a period of 24 (Twenty Four) months with the 6 (six) months grace period, from the date of sanction plan, which will be prepared by the any officer appointed by the promoter and also approved by the appropriate authority but **Owner's Allocation** will be hand over first and after handed of the **Owner's Allocation**, the **Promoter** either can issue possession letter or handover peaceful possession to any other intending buyer from **Promoter's Allocation** only.

8) Powers and Authorities:

8.1 **Power of Attorney:** The Owners shall grant to the Promoter and/or its nominees necessary Power of Attorney (1) for the purpose of getting the building plan sanctioned/revalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building and (2) for construction of the New Building and booking and sale of the flats and spaces except Owner's Allocation in the New Building (hereinafter referred as "Units") to prospective purchasers (hereinafter referred as "Intending Purchasers").

8.2 **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Promoter to perform all obligations under this Agreement.

9) Allocation of the Parties:

9.1 **"Owners' Allocation"** shall mean the exclusive demarcated **40% (forty percent)** of the total constructed area in the residential and commercial units along with the open and covered car parking spaces, located in the Buildings at the Said project. Such allocation shall comprise of residential and commercial units along with the open and covered car parking spaces, forming out of the exclusive demarcated **40% (forty percent)** allocation in the total constructed area in the residential and commercial units, located in the Said Project including proportionate land share appurtenant thereto along with common usage rights and privileges in the Common Areas and Facilities in the Buildings at the Said Project (hereinafter referred as "**Owners' Allocation**"), morefully described in the '**Schedule B**' hereunder. That the land Owner shall



be entitled to transfer and/or otherwise deal with the Owner's Allocation in the said proposed buildings without any interference of the Promoter herein.

- 9.2 The Promoter herein shall deposit with the **Owners** a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only towards refundable deposits against the saleable area and the same would be payable in the following manner:

Events	Amount
On execution of this Agreement	Rs. 15,00,000/-
Total:	Rs.15,00,000/-

The **Promoter** herein shall deposit **Rs. 15,00,000/- (Rupees Fifteen Lakh)** only at the time of execution of this Development Agreement & receipt of which the owners admits at the **Memo of Consideration** hereunder written.

- 9.3 "**Promoter's Allocation**" shall mean the remaining **60% (sixty percent)** of the total constructed area in the Buildings at the Said Project based on the available Floor Area Ratio (FAR), which shall include the residential units, the commercial units along with the open and covered car parking spaces, including proportionate land share appurtenant thereto along with common usage rights and privileges in the Common Areas and Facilities in the Buildings at the Said Project, (hereinafter referred as "**Promoter's Allocation**"), morefully described in the '**Schedule C**' hereunder.

10) Obligations of the Promoter:

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



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11) Obligations of Owners:

- 11.1 **Co-operation with Promoter:** The Owners undertakes to fully co-operate with the Promoter for obtaining all permissions required for development of the Schedule Property.
- 11.2 **Act in Good Faith:** The Owners undertakes to act in good faith towards the Promoter (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 **Documentation and Information:** The Owners undertakes to provide the Promoter with any and all documents and information relating to the Schedule Property as may be required by the Promoter from time to time.
- 11.4 **No Obstruction in Dealing with Promoter's Functions:** The Owners covenants not to do any act, deed or thing whereby the Promoter may be prevented from discharging its functions under this Agreement.
- 11.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.
- 11.6 **No Dealing with Schedule Property:** The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Schedule Property or any portions thereof, without the express consent and confirmation of the Promoter.
- 11.7 **Execution of Sale Agreements, Conveyances etc.:** The Owners shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Building in favour of the Intending Purchasers in respect of the Owner's Allocation and the Developer shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Building in favour of the Intending Purchasers in respect of the Promoter's Allocation.
- 11.8 **No Objection to the Promoter and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Schedule Property/Units:** The Owners hereby covenant that (1) the Promoter shall be entitled to obtain construction loan from any financial institution by mortgaging the Schedule Property and/or any part thereof without creating any financial liability of the Owners or affecting their estate and interest in the said Schedule Property and it is being expressly agreed and understood that in no event the Owners or any of their estate shall be responsible and / or made liable for payment of any dues if payable, by the Promoter to such Banks and for that purpose (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Schedule Property.



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12) Miscellaneous:

- 12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 12.2 **Essence of the Contract:** In addition to time, the Owners and the Promoter expressly agree that the mutual covenant and promises contained in this Agreement shall be the essence of this contract.
- 12.3 **Documentation:** The Promoter shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 **No Partnership:** The Owners and the Promoter have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 12.5 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Promoter, various deeds, matters and things not herein specified may be required to be done by the Promoter and for which the Promoter may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Promoter for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Promoter.
- 12.6 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.7 **Name of Project:** The name of the Project shall be finalised by the Promoter.
- 12.8 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.
- 12.9 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.



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13) Defaults:

- 13.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
- 14) **Force Majeure:** Neither Parties hereto shall be held liable in the event of any force majeure circumstances, such as pandemic, lockdown, war, military operations, riot any legislation, regulation, ruling or omissions. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

15) Notice

- a. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered/speed post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Promoter and the Promoter shall address all such notices and other written communications to the Director of the Owners.
- 16) **Time period of handing over the Possession** - The exclusive demarcated **Owner's Allocation** in all respect and habitable condition including free from all encumbrances will be hand over by the **Promoter** at their own costs and expenses within **24 (Twenty Four)** months with the **6 (six)** months grace period, from the date of sanction plan but **Owner's Allocation** will be hand over first and after handed of the **Owner's Allocation**, the **Promoter** either can issue possession letter or handover peaceful possession to any intending buyer from **Promoter's Allocation** only.

The **Promoter** assures that the Director of the **Promoter** will sanction the appropriate, valid building plan from the appropriate department within **3 (Three) months** from date of registration of the present. Time is the essence of the contract.

If the **Promoter** fails to complete the entire process of development of the Said Property within a period of **24 (Twenty Four)** months with the **6 (six)** months grace period, from the date of sanction plan there from subject to save and accept **FORCE MAJEURE**, that such cause of delay cannot be attributable to the **Owners**, only in that case, the **Promoter** shall pay the **Owner Rs. 25,000/- (Rupees twenty Five Thousand) only** per month until handed over of the 40% (forty percent) of the total habitable condition of the constructed area.



✓



17. **Completion certificate** in respect of the Owners's Allocation will be provide by the Promoter, at its own cost, positively within **24 (Twenty Four)** months with the **6 (six)** months grace period, from the date of sanction plan. Time is the essence of the contract.
18. **Arbitration:** Any disputes and differences arising out of this Agreement shall be governed by the Arbitration and Conciliation Act 1996 and the rules framed there under. The Hon'ble High Court at Calcutta shall have jurisdiction over this Agreement. The relevant laws under the Union of India shall govern this Agreement.
19. **Signature:** That both the parties undertake that in the future if any signature(s) is/are required then both the parties shall do so within 15 (Fifteen) days working days after receiving any intimation from the either parties through post, whatsapp, mobile message or by mail or by any other mode as may be reasonably required.
20. That the Agreement for Sale and Deed of Conveyance of all the Flats of Owner's Allocation constructed by the Promoter on the plot of land mentioned in Schedule 'A' shall be prepared by Mr. Swapnadip Das, Advocate, (Mobile no. 9830168651) having its office at no. 6, Old Post Office Street, Temple Chamber, Room No.56, Ground Floor, Kolkata – 700001.

SCHEDULE "A"

(Description of "Schedule Property")

ALL THAT piece and parcel of land classified as *bastu* (i) measuring 04 (four) Decimal, more or less, comprised in R.S./L.R. Dag No. 148 recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian No. 5329, and (ii) measuring 28 (twenty-eight) Decimal, more or less, comprised in R.S. Dag No. 149, recorded under R.S. Khatian No. 539 corresponding to L.R. Khatian Nos. 5326, 5320, 5332 and 5328, Mouza Bhatenda, J.L. No. 28, within the limits of Rajarhat-Bishnupur No. 1 Gram Panchayat, Police Station: Rajarhat, PIN-700135, within the limits of Rajarhat Bishnupur 1 No. Gram Panchayet, Sub-Registration Office Rajarhat, Kolkata-700135, District North 24 Parganas, West Bengal and butted and bounded as under:

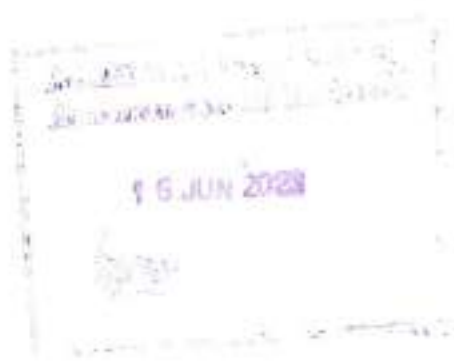
On the North : R.S./L.R. Dag Nos. 152 & 155
On the East : R.S./L.R. Dag Nos. 147 & 150
On the South : Panchayet Road
On the West : R.S./L.R. Dag No. 156

SCHEDULE "B" **(Owner's Allocation)**

The **Owner** shall receive as per the following mentioned: -

a. **"Owners' Allocation"** shall mean the exclusive demarcated **40% (forty percent)** of the total constructed area in the residential and commercial units along with the open and covered car parking spaces, located in the Buildings at the Said project. Such allocation shall comprise of residential and commercial units along with the open and covered car parking spaces, forming out of the exclusive demarcated

✓



40% (forty percent) allocation in the total constructed area in the residential and commercial units, located in the Said Project including proportionate land share appurtenant thereto along with common usage rights and privileges in the Common Areas and Facilities in the Buildings at the Said Project (hereinafter referred as **"Owners's Allocation"**). That the land Owner shall be entitled to transfer and/or otherwise deal with the Owner's Allocation in the said proposed buildings without any interference of the Promoter herein.

b. The Promoter herein shall deposit with the **Owners** a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only towards refundable deposits against the saleable area and the same would be payable in the following manner:

Events	Amount
On execution of this Agreement	Rs. 15,00,000/-
Total:	Rs.15,00,000/-

c. The **Promoter** herein shall deposit **Rs. 15,00,000/- (Rupees Fifteen Lakh)** only at the time of execution of this Development Agreement & receipt of which the owners admits at the **Memo of Consideration** hereunder written.

THE SCHEDULE "C" ABOVE REFERRED TO (Promoter's Allocation)

"Promoter's Allocation" shall mean the remaining **60% (sixty percent)** of the total constructed area in the Buildings at the Said Project based on the available Floor Area Ratio (FAR), which shall include the residential units, the commercial units along with the open and covered car parking spaces, including proportionate land share appurtenant thereto along with common usage rights and privileges in the Common Areas and Facilities in the Buildings at the Said Project.

THE SCHEDULE "D" ABOVE REFERRED TO (Common Facilities)

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.



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

Sudipta Mukherjee
SMT. SUDIPTA MUKHERJEE

Papia Banerjee
SMT. PAPIA BANERJEE

Arindam Banerjee
SRI ARINDAM BANERJEE

Arnab Mukherjee
SRI ARNAB MUKHERJEE

[OWNERS]

For **MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED**

Magnolia Infrastructure Development Ltd.

Director, SRI VIVEK PODDAR
[PROMOTER]

WITNESSES:

1. Milim Saha
16, Dum Dum Road
Kolkata - 700030.

2. Biswajit Koyal
601 Post office Street
Kol-75

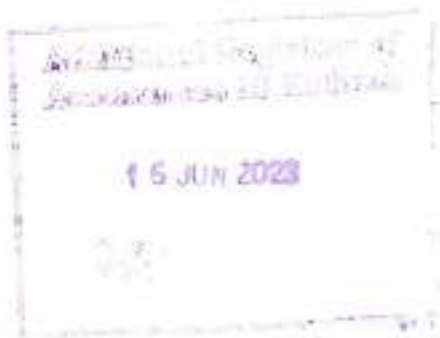
Drafted By:

Ayusman Dey

Advocate

Ayusman Dey
Advocate
High Court, Calcutta
Enrolment No. WB/7105/2012

[Handwritten signature]



Memo of Consideration

Received from aforesaid **PROMOTER** a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** in the following manner:

BENEFICIARY NAME	CHEQUE NO.	DATE	BANK	AMOUNT (IN RUPEES)
PAPIA BANERJEE	338107	16-6-23	IDBI BANK	3,50,000.00
ARINDAM BANERJEE	338108	16-6-23	IDBI BANK	6,50,000.00
SUDIPTA MUKHERJEE	338109	16-6-23	IDBI BANK	2,50,000.00
ARNAB MUKHERJEE	338110	16-6-23	IDBI BANK	2,50,000.00
TOTAL:				Rs. 15,00,000/-

Sudipta Mukherjee

SMT. SUDIPTA MUKHERJEE

Papia Banerjee

SMT. PAPIA BANERJEE

Arindam Banerjee

SRI ARINDAM BANERJEE

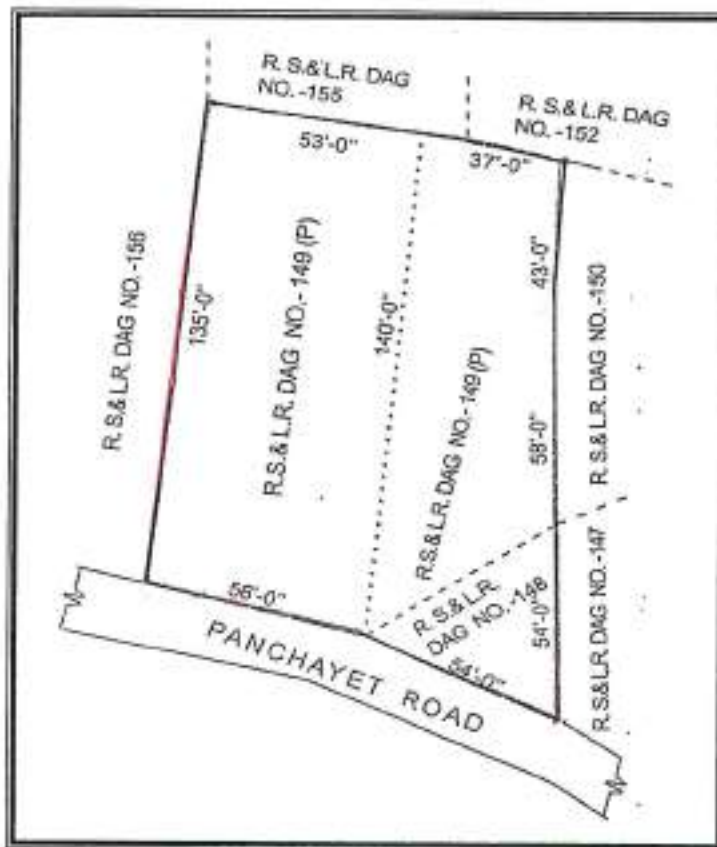
Arnab Mukherjee

SRI ARNAB MUKHERJEE

[OWNERS]



LAY OUT PALN OF BASTU LAND MEASURING ABOUT 32 DECIMALIS, MORE OR LESS, WITHIN THE R.S./L.R. DAG NOS. 148 & 149 CORRESPONDING TO L.R. KHATIAN NOS. 5329, 5332, 5326, 5320 AND 5328 LAYING AND SITUATED WITHIN MOUZA BHATENDA, J.L. NO. 28, WITHIN THE LIMITS OF RAJARHAT-BISHNUPUR NO. I GRAM PANCHAYAT, POLICE STATION: RAJARHAT, PIN-700135, WITHIN THE LIMITS OF RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET, RAJARHAT, KOLKATA-700135



Sudipta Mukherjee
SMT. SUDIPTA MUKHERJEE

Papia Banerjee
SMT. PAPIA BANERJEE

Arindam Banerjee
SRI ARINDAM BANERJEE

Arnab Mukherjee
SRI ARNAB MUKHERJEE

[OWNERS]

For MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED

Magnolia Infrastructure Development Ltd.

Director, **SRI VIVEK PODDAR**
[PROMOTER]



Additional Registrar of
Companies III Kolkata

15 JUN 2023

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

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

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

SIGNATURE

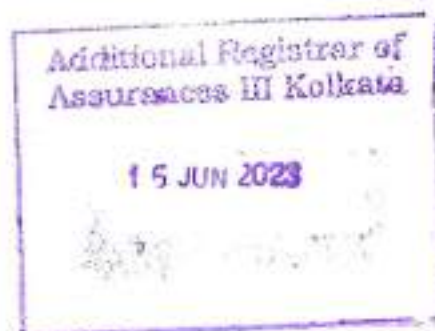
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 3	LH					
		LITTLE	RING	MIDDLE	FORE	THUMB
 4	RH					
		THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE - *Sudipta Mukherjee*

 5	LH					
		LITTLE	RING	MIDDLE	FORE	THUMB
 6	RH					
		THUMB	FORE	MIDDLE	RING	LITTLE

SIGNATURE - *Papita Banerjee*



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

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

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

SIGNATURE - *Arindam Banerjee*

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

SIGNATURE - *Arunab Mukherjee*

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

SIGNATURE -



Additional Registrar of
Assurances III Kolkata
15 JUN 2023

Major Information of the Deed

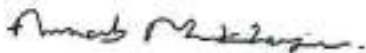
Deed No :	I-1903-03862/2023	Date of Registration	16/06/2023
Query No / Year	1903-2001267290/2023	Office where deed is registered	
Query Date	17/05/2023 7:51:21 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Supriyo Basu And Associates 6, Old Post Office Street, Room No. 48, Ground Floor,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8910825107, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,24,87,500/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,071/- (Article:48(g))		Rs. 15,105/- (Article:E, E, B)	
Remarks			

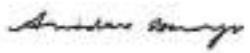
Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-148 (RS :-)	LR-5329	Bastu	Bastu	4 Dec		19,98,000/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-149 (RS :-)	LR-5332	Bastu	Bastu	7 Dec		23,31,000/-	
L3	LR-149 (RS :-)	LR-5326	Bastu	Bastu	7 Dec		34,96,500/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L4	LR-149 (RS :-)	LR-5320	Bastu	Bastu	7 Dec		23,31,000/-	
L5	LR-149 (RS :-)	LR-5328	Bastu	Bastu	7 Dec		23,31,000/-	
		TOTAL :			32Dec	0 /-	124,87,500 /-	
	Grand Total :				32Dec	0 /-	124,87,500 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sudipta Mukherjee Wife of Arnab Mukherjee Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office	 16/06/2023	 LTI 16/06/2023	 16/06/2023
	Village Bhatenda,, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: cwxxxxxx5q, Aadhaar No: 28xxxxxxxx6636, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Papia Banerjee Daughter of Alok Banerjee Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office	 16/06/2023	 LTI 16/06/2023	 16/06/2023
	Siddha Town, Sir Ramesh Mitra Road,, Flat No: SP 302,, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Rajarhat, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx8b, Aadhaar No: 90xxxxxxxx2369, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office			
3	Name	Photo	Finger Print	Signature
	Arnab Mukherjee Son of Parimal Mukherjee Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office	 16/06/2023	 LTI 16/06/2023	 16/06/2023
	Village Bhatenda,, City:- Not Specified, P.O:- Rajarhat, P.S:-Rajarhat, District:-North24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ayxxxxxx3b, Aadhaar No: 99xxxxxxxx3345, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office			

4	Name	Photo	Finger Print	Signature
	Arindam Banerjee Son of Alok Banerjee Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office			
		16/06/2023	LTI 16/06/2023	16/06/2023
Silver 1 Block, Siddha Pines, AS 185, Rajarhat Main Road,, Flat No: SL-401,, City:- Not Specified, P.O:- Rajarhat, P.S:-Rajarhat, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx4f, Aadhaar No: 74xxxxxxxx4129, Status :Individual, Executed by: Self, Date of Execution: 16/06/2023 , Admitted by: Self, Date of Admission: 16/06/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED 93, DR. SURESH CHANDRA BANERJEE ROAD,, City:- Not Specified, P.O:- BELIAGHATA, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 , PAN No.:: AAxxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Shri VIVEK PODDAR (Presentant) Son of Shri MILAN PODDAR Date of Execution - 16/06/2023, , Admitted by: Self, Date of Admission: 16/06/2023, Place of Admission of Execution: Office				
		Jun 16 2023 12:23PM	LT1 16/06/2023	16/06/2023
BE - 111, SECTOR - I, SALT LAKE, City:- Not Specified, P.O:- AE MARKET, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx2B, Aadhaar No: 74xxxxxxxx0223 Status : Representative, Representative of : MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
MITHUN SAHA Son of RATAN SAHA 16 DUM DUM ROAD, City:- Not Specified, P.O:- GHUGHUDANGA, P.S:-Chitpur, District:-North 24-Parganas, West Bengal, India, PIN:- 700030			
	16/06/2023	16/06/2023	16/06/2023
Identifier Of Sudipta Mukherjee, Shri VIVEK PODDAR, Papia Banerjee, Arnab Mukherjee, Arindam Banerjee			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Sudipta Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1 Dec
2	Papia Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1 Dec
3	Amab Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1 Dec
4	Arindam Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Sudipta Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
2	Papia Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
3	Amab Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
4	Arindam Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Sudipta Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
2	Papia Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
3	Amab Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
4	Arindam Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Sudipta Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
2	Papia Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
3	Amab Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
4	Arindam Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Sudipta Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
2	Papia Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
3	Amab Mukherjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec
4	Arindam Banerjee	MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED-1.75 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 148, LR Khatian No:- 5329	Owner:সুদীপ্তা মুখার্জী, Gurdian:অর্ণব মুখার্জী, Address:নিজ , Classification:বাগান, Area:0.04000000 Acre,	Sudipta Mukherjee
L2	LR Plot No:- 149, LR Khatian No:- 5332	Owner:অলক ব্যানার্জী, Gurdian:তিনকড়ি ব্যানার্জী, Address:নিজ , Classification:বাগান, Area:0.07000000 Acre,	Seller is not the recorded Owner as per Applicant.

L3	LR Plot No:- 149, LR Khatian No:- 5326	Owner:অরিন্দম ব্যানার্জী, Gurdian:অলোক , Address:নিজ , Classification:বাগান, Area:0.07000000 Acre,	Arindam Banerjee
L4	LR Plot No:- 149, LR Khatian No:- 5320	Owner:অর্নব মুখার্জী, Gurdian:পরিমল মুখার্জী, Address:ভাতেডা, খানা-রাজারহাট, জেলা:- উত্তর ২৪ পরগনা, Classification:বাগান, Area:0.07000000 Acre,	Amab Mukherjee
L5	LR Plot No:- 149, LR Khatian No:- 5328	Owner:পাপিয়া ব্যানার্জী, Gurdian:অলোক , Address:নিজ , Classification:বাগান, Area:0.07000000 Acre,	Papia Banerjee

On 16-06-2023

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

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

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

Presented for registration at 11:55 hrs on 16-06-2023, at the Office of the A.R.A. - III KOLKATA by Shri VIVEK PODDAR ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,24,87,500/-

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

Execution is admitted on 16/06/2023 by 1. Sudipta Mukherjee, Wife of Arnab Mukherjee, Village Bhatenda,, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife, 2. Papia Banerjee, Daughter of Alok Banerjee, Siddha Town, Sir Ramesh Mitra Road,, Flat No: SP 302,, P.O: Rajarhat Gopalpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business, 3. Arnab Mukherjee, Son of Parimal Mukherjee, Village Bhatenda,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 4. Arindam Banerjee, Son of Alok Banerjee, Silver 1 Block, Siddha Pines, AS 185, Rajarhat Main Road,, Flat No: SL-401,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

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

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

Execution is admitted on 16-06-2023 by Shri VIVEK PODDAR, Director, MAGNOLIA INFRASTRUCTURE DEVELOPMENT LIMITED (Private Limited Company), 93, DR. SURESH CHANDRA BANERJEE ROAD,, City:- Not Specified, P.O:- BELIAGHATA, P.S:-Bellaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,105.00/- (B = Rs 15,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/06/2023 4:47PM with Govt. Ref. No: 192023240099365561 on 15-06-2023, Amount Rs: 15,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2000431527 on 15-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1820, Amount: Rs.50.00/-, Date of Purchase: 09/01/2023, Vendor name: Anathbandhu Giri

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/06/2023 4:47PM with Govt. Ref. No: 192023240099365561 on 15-06-2023, Amount Rs: 20,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2000431527 on 15-06-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2023, Page from 147857 to 147894
being No 190303862 for the year 2023.



[Handwritten signature]

Digitally signed by SAMAR KUMAR
PRAMANICK
Date: 2023.06.21 16:22:04 -04:00
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2023/06/21 04:22:04 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)
