

985/19

I-875/19

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

27AB 785718

Attestation of the signature and the endorsement sheets attached with this document are part of this document.

District Sub-Registrar-IV
Alipore, 5. Feb 2019
15 FEB 2019

Development Agreement

1. Date: 05/11/18
2. Nature of Document: Development Agreement.
3. Parties:

3.1 OWNER: GANAPATI NIWAS PVT. LTD. (PAN- AABCG9069K) CIN- U45201WB1996PTC081016 a company incorporated under the Companies Act 1956/2013, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode - 700069, represented by its authorized signatory Mr. Pawan Kumar Kajaria (PAN- AFUPK1601G) son of Late Jugal Kishore Kajaria, by faith Indian, by profession Businessman, residing at 114, Regent Park, P.O. Regent Park, P.S. Netaji Nagar, Kolkata - 700092.



054105

15 SEP 2018

Sl. No.....Date.....
Name.....
Add.....
AMT..... 10/-

C. K. DEORA & CO.
10, Old Post Office St.,
Kolkata-700001



SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1

District Sub-Registrar-IV
Alipore, South 24-Pgs,
15 FEB 2019

Ranjit Hatri.
3/0 - Ramakanta Hatri.
VII - Biswan, P.O. - Panchm.
P.S. - Egra, Dist. - Purusmidampur
Pin - 721447, Sovi.



AND

3.2 DEVELOPER: ARCHANA PROPERTIES (P) LIMITED (PAN- AADCA9711E) CIN - U70109WB1999PTC089618, a company incorporated under the Companies Act 1956/2013, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its authorized signatory **Mr. Harsh Vardhan Kajaria, (PAN-AKBPK6118N)** son of Mr. Arun Kumar Kajaria, by faith: Indian, by occupation: Indian having its office at 11 Crooked Lane, P.O. Esplanade , P.S. Hare Street, Kolkata - 700069 of the Other Part.

(The terms "Owner" and "Developer" shall include each of their respective successors-in-interest, executors, legal representative, nominees and assigns.)

4. Subject matter: The "Project" being development by constructing a complex comprising of residential and commercial units to be exclusively used and enjoyed for residential and commercial purposes and other spaces and parking spaces etc. (collectively the "UNITS") as also common areas (the "Facilities") for beneficial use and enjoyment of such Units and Facilities to be built by the developer on the land owned by the Owner.

5. Background:

- 5.1 The Owner is the absolute owner of the premises morefully and particularly described in the Schedule hereunder written (the "PROPERTY").
- 5.2 The Owner and the Developer have since agreed to mutually accepted terms and conditions which are recorded below:

6. NOW IT IS AGREED AND DECLARED:

- 6.1 **Agreement:** The Owner hereby, irrevocably appoints the Developer to develop the the Property by costruction and development of the Project and the Developer hereby agrees to such appointment on the terms and conditions mentioned below.
- 6.2 **Obligations of the Developer:** The Developer shall:
- 6.2.1 **Costs and expenses:** Bear and pay all the expenses related to the execution of the Project on the Property, which will, inter alia, include:
- 6.2.2 **Plan:** Having the plan of the Project on the Property for constructing the Units and the Facilities (the "Plan") prepared, sanctioned and if necessary modified by



the appropriate sanctioning authority (the "Sanctioning Authority") in such manner as may be thought appropriate by the Developer.

- 6.2.3 **Appointment:** Appointing architects, contractors, sub-contractors or any other person or persons and their emoluments.
- 6.2.4 **Permissions:** Obtaining all clearances, licenses and permissions required for executing the Project as may be so required under prevailing law(s).
- 6.2.5 **Construction:** Developing and/or Constructing the Project comprising the Units and/or the Facilities and/or completing the Project in all respect in conformity with the Plan and making it ready within 60 (sixty) months (the "Completion Date") from the date of obtaining permission to construct the Project (the "Possession Date").
- 6.2.6 **Payment of Owner's entitlement:** pay the Owners' Allocation (mentioned in Clause 6.4 below), to the Owner within the Completion Date, or within such time as agreed, subject, however, to delay due to force majeure.
- 6.2.7 **Utilities:** Obtaining all utilities for implementing the Project as also those that will be required by the ultimate users/occupants of the Units within the Project.
- 6.2.8 **Occupancy Certificate:** Obtaining Occupancy Certificate from the Sanctioning Authority and all other certificates and permissions required for occupation of the Units within the Project.
- 6.2.9 **Title Deeds:** keep or cause to be kept in safe custody all the Title Deeds (under accountable receipts), if handed over to the Developer till such time the Project is completed.
- 6.2.10 **Indemnity:** To keep the Owner (at all times from the Possession Date till the Completion Date) saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual.
- 6.3 **Obligation of the Owner:** The Owner at its costs and expenses shall:
 - 6.3.1 **Marketable Title:** Make out a clear and marketable title of the Property and answer all requisition of the Developer in this regard.
 - 6.3.2 **Allow entry:** allow the Developer and its men, servants and agents to enter the Property, as and when required for and in connection with this agreement and for such other necessities connected with the Project.
 - 6.3.3 **Permission to enter:** Grant permission to the Developer to enter upon the Property for the purpose of carrying out the development in terms of this agreement.
 - 6.3.4 **Clearances:** Obtain clearances that are or may be required by the Owner for obtaining sanction of the Plan.



- 6.3.5 **Hindrances:** Not create any hindrances or obstruction to the Developer during or in execution of the Project.
- 6.3.6 **Encumbrances:** Not, in any manner, deal with, charge, encumber or induct any person in occupation of the Property and/or in any portion thereof or enter into any agreement relating thereto until the completion of the Project.
- 6.3.7 **Title Deeds:** Keep the title deeds related to the Property (the "Title Deeds") safe and unobliterated and to produce the same before authority as may be so required or to hand over the same (under acceptable receipt) to the Developer for serving any loan or financial accommodation for development and construction of the Project.
- 6.3.8 **Powers and authorities:** Grant to the Developer and/or the authorized nominated persons of the Developer all such powers and authorities that will be required by the Developer for execution of the Project and/or to enable the Developer to exclusively deal, sale, transfer and/or lease out the Units/ construction to be made and to receive all receipts there from and to distribute the receipts in the manner agreed under this agreement.
- 6.3.9 **Taxes:** Pay all rates, taxes and fees that are payable under any existing statute or may become payable by any new enactment in respect of, concerning with or connected to this Agreement or the Project to such person or authority entitled thereto.
- 6.3.10 **Execution:** Execute and admit registration of the Units, (if required by the Developer or when needed) before the concerned Registrar, as also sign and execute such forms and other documents as may be required for the Project however the costs and expenses for these will not be borne by the Owner.
- 6.3.11 **Indemnity:** Indemnify and keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the Possession Date.
- 6.4 **Entitlement of the Owner:**
The Owner shall be entitled to Rs. 200/- per sq. Ft or 11% of the sale proceeds (whichever is higher) (of Units and other spaces) to be built by the Developer on the Property. (the "Owners Allocation") shares of Revenue.
- 6.5 **Entitlement of the Developer:** The Developer shall be entitled to the remainder of the sale proceeds and/or revenue of the Units and/or the entire remaining built-up areas of the Property. (the "Developers Allocation").
- 6.6 **Rates and Taxes and utilities:** All rates and taxes, whatever payable to the authorities under the relevant law(s) and also outgoings if any, in respect of the Property shall be borne and paid by the Owner up to the date hereof and by the Developer on and from the date hereof or Developer will pay on behalf of Owner.



7. **Tax Liabilities on development:**

All applicable tax liabilities both present and future in relation to the development on the Property shall be borne and paid by the Developer.

8. **Miscellaneous:**

8.1. **Advocates:** Mr. C.P. Kakarania, of 10 Old Post Office Street, Kolkata - 700001 (the "Advocates") shall be the advocates for the Project.

8.2. **Remuneration of the Advocates:** All costs and fees of the Advocates in pursuance hereof shall be borne and paid by the Developer, and/or the prospective buyers of units or their nominees, as the case may be, as so agreed by the Developer with its Advocates.

8.3. **Documentation:** All documents and agreements of every nature related to the Project (the "Documents") shall be as drawn by the Advocates after consulting the Developer and the same shall be final and binding on such Parties.

8.4. **Name of the Project:** The name of the Project shall be decided by the Developer.

9. **Default:**

9.1.1. In case the Owner is unable to fulfill any of its Obligations or in case any liability or encumbrance is found relating to the Property Owner fails to remove the same within 30 days from receiving notice from the Developer to do so, then the Developer, at its discretion, may incur the cost of removing such liability or encumbrance, as the case may be. In such an event, the Owner shall forthwith reimburse the costs so incurred by the Developer but if the Owner fails to do so, then the Developer, after giving 30 days notice to the Owner shall become entitled to withhold such portion or the entirety of the revenue/sale proceeds of the Owner's Allocation, as may be necessary and till the time such reimbursement is received by the Developer, so much of the sale proceeds of the Owner's Allocation or the entirety of such allocation, as the case may be, as be sufficient for realizing such costs and notified by the Developer to the Owner, shall remain charged with the Developer and the Owner shall not be entitled to receive such sale proceeds/Owner's Allocation.

9.1.2. In case, however, the default or breach be such which cannot be remedied from the expected sale proceeds from the sale of entirety of the Owners' Allocation, then, and in such event, the Developer shall (besides being entitled to sell the entirety of the Owners Allocation to



realise its dues) be also entitled to recover its remaining dues by filing money suit and/or by such other legal process as the Developer may be so advised.

9.1.3. If the Developer delays or fails to pay the Owner' Allocation to the Owner within the Completion Date or such other time, as agreed, in spite of each of the Owner fulfilling all its Obligations the Owner shall be entitled, to take possession of the Property in the state it may be at that time without any demur or protest and shall also be entitled to sue the Developer for damages.

9.1.4. None of the Parties shall be regarded to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to force majeure or circumstances beyond its control including, but not limited to, tempest, earthquake, fire, shortage of power, civil commotion, riot, strike, labour unrest or any political or communal unrest.

9.2. **Breach of Contract:** In case of breach of any of the provisions herein, the party in breach shall be liable to pay such damages as determined by the Tribunal mentioned in Clause 6.11, but no party shall be entitled to terminate this Agreement without the consent of the other parties in writing.

9.3. **Arbitration:** All disputes between the Parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such persons as mutually agreed (the "Tribunal"). In case no agreement can be reached in selecting such persons, the Tribunal shall consist of three arbitrators one each to be appointed by the Parties and the third to be appointed by the two arbitrators so appointed. The Tribunal shall proceed summarily, need not give any reason for its Award and may give interim Awards and/or directions. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the Parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless otherwise agreed. The award of the Tribunal shall be final and binding upon the Parties.

9.4. **Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceding.

12 FEB 2018



THE SCHEDULE ABOVE REFERRED TO
(PROPERTY)

ALL THAT the piece and parcel of "Housing Complex" Land measuring 28165.728 Sq. Ft. (3031769 sq. ft) (1809 sq. ft x 50 Nos) 9000 sq. ft. of the 1st floor of the 11th k. h. p. 2nd floor in Ground Floor with cemented floor. Mt. (Annexure - I) be the same a little more or less, comprised on LR Dag Nos. - 1508, 1509, 1510, 1511, 1512, 1517, 1518, 1519, 1520, 1521, 1522, 1539, 1540, 1541, 1542, 1543, 1544, 1548, 1549, 1550 of Mouza - Ramchandrapur, JL No. - 58, LR Khatian No. - 2222 and LR Dag Nos. - 2555, 2556, 2557, 2558, 2564, 2565, 2566, 2567 of Mouza - Bonhoogly, JL No - 65, LR Khatian No - 6665, Mohan Ghosh Road, Bagher Gholgaria, PS - Sonarpur, District - South 24 Parganas, under the jurisdiction of 24(S) PGS Zilla Parishad.

8. Execution: In witness whereof the Parties have executed these presents at Kolkata on the Date.

Signed, executed and delivered by
the Owner in the presence of:

Sanjay Kumar Acharya
11, Crooked Lane,
Kolkata-79

Ganapati Niwas Pvt. Ltd.

Director

Signed, executed and delivered by the Developer in the presence of:

Developer in the presence of:
[Pradeep Chakraborty]
11, Crooked Lane
Kolkata - 69

ARCHANA PROPERTIES PVT. LTD.

Director

Drafted by me as per
described matter
Maine Kinsie Knud (Adv)
S. C. Court
Waltham.
WB-320/1996.

WB-320/1996.

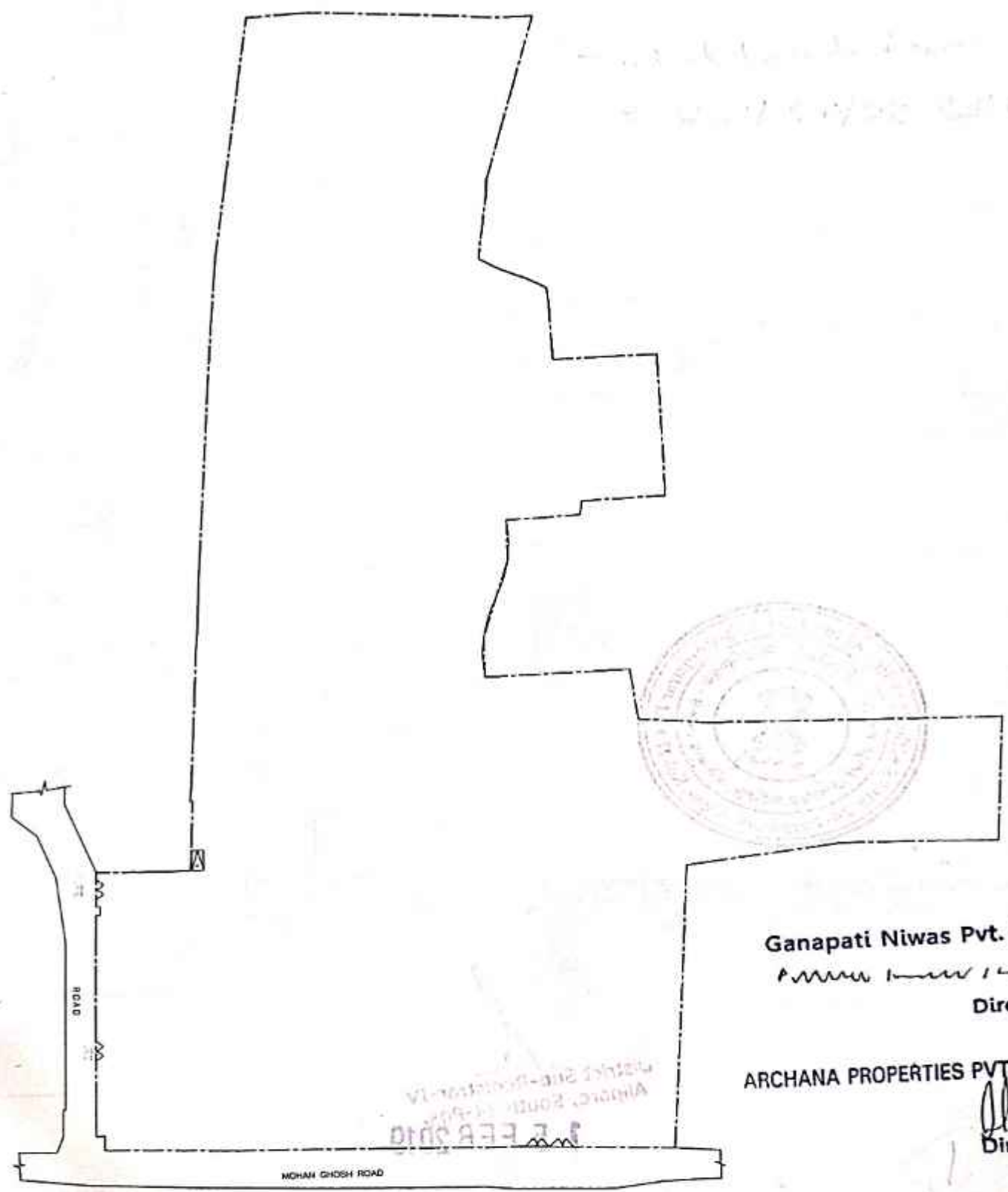
SCHEDULE OF EACH DAG NO. AREA IN SQ. MTRAnnexure - I

<u>LR Dag Nos.</u>	<u>Sq. Mtr</u>
✓ 1508	364.217
✓ 1509	1092.652
✓ 1510	2468.585
✓ 1511	40.469
✓ 1512	40.469
✓ 1517	121.406
✓ 1518	768.903
✓ 1519	687.966
✓ 1520	3318.425
✓ 1521	1537.807
✓ 1522	80.937
✓ 1539	849.841
✓ 1540	728.435
✓ 1541	566.560
✓ 1542	687.966
✓ 1543	809.372
✓ 1544	849.841
✓ 1548	1011.715
✓ 1549	1982.961
✓ 1550	687.966
✓ 2555	121.406
✓ 2556	283.280
✓ 2557	607.029
✓ 2558	485.623
✓ 2564	3642.174
✓ 2565	3197.019
✓ 2566	566.560
✓ 2567	566.560



rekariw... kraborn - flat - (C)

SITE PLAN



Ganapati Niwas Pvt. Ltd.
[Signature]
Director

ARCHANA PROPERTIES PVT. LTD.
[Signature]
Director

TYPICAL FLOOR PLAN
W/TH SITE
SCALE 1:300

SPECIMEN FORM FOR TEN FINGERPRINTS



Pravin Kumar Kumbhar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ali

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Ganapati Niwas Pvt. Ltd.
(Munim, Manager, Director)
Director



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AADCA9711E



नाम / NAME
ARCHANA PROPERTIES PRIVATE LIMITED

विगमन/बनने की तिथि / DATE OF INCORPORATION/FORMATION
15-06-1999

Shahin

आयकर आयुक्त, (कंप्यू. अपा.), कोल.
COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

ARCHANA PROPERTIES PVT. LTD.

Shahin
Director



इस कार्ड के खो / गिरने पर सूचना जारी करने
या ले प्राधिकारी की सूचित / वापस कर दें
संयुक्त आयकर आयुक्त (पद्धति एवं तकनीकी),
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

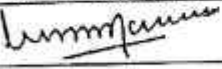
In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AFUPK1601G

नाम /NAME
PAWAN KUMAR KAJARIA

पिता का नाम /FATHER'S NAME
JUGAL KISHORE KAJARIA

जन्म तिथि /DATE OF BIRTH
18-11-1957

हस्ताक्षर /SIGNATURE


आयकर अधिकारी, प. ४, XI
COMMISSIONER OF INCOME-TAX, W.B. - XI

Pawan Kumar Kajaria

Pawan Kumar Kajaria



इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त (पद्धति एवं तकनीकी),
पी-7,
चीरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta- 700 069.

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
WB/23/150/456331



নির্বাচকের নাম : পবন কুমার
কাজারিয়া
Elector's Name : Pawan Kumar Kajaria
পিতার নাম : যুগোল কিশোর
কাজারিয়া
Father's Name : Jugal Kishore Kajaria
লিঙ্গ/Sex : পু/ M
জন্ম তারিখ : 18/11/1957
Date of Birth :

Pawan Kumar Kajaria

WB/23/150/456331

ঠিকানা:
114, রেজেন্ট পার্ক, জাদবপুর, কোলকাতা- 700040

Address:
114, REGENT PARK, JADAVPUR,
KOLKATA- 700040

Date: 04/12/2015

152-টলিগঞ্জ নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক

আধিকারিকের স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral
Registration Officer for

152-Tollyganj Constituency

বিজ্ঞপ্তি: পরিবর্তন হলে সচরা হিচাপে ভোটার শিট লব্ধ হোল ও এন্ট্রি
লস্ট হোল সচরা পরিবেশে পাওয়ার জন্য নির্দিষ্ট বর্ষ এই
পরিবর্তনপত্রের মাধ্যমে প্রত্যেক কর্তব্য

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

0690773



आयकर विभाग

INCOME TAX DEPARTMENT

HARSH VARDHAN KAJARIA

ARUN KUMAR KAJARIA

25/03/1980

Permanent Account Number

AKBPK6118N

Signature



भारत सरकार

GOVT. OF INDIA



101



In case this card is lost or found, kindly inform / return to:
Income Tax PAN Services Unit, 1111181,
Plot No. 3, Sector 11, Gurgaon, Haryana
New Delhi - 110011
आयकर वि. वि. नं. 1111181, प्लॉट नं. 3, सेक्टर 11, गुरुगढ़, हरियाणा
नया दिल्ली - 110011



Government of India

রঞ্জিত হাতি

RANJIT HATI

পিতা : রামকান্ত হাতি

Father : Ramakanta Hati

জন্মতারিখ/DOB: 02/05/1987

লিঙ্গ / Male

4175 0018 7415



আধার - সাধারণ মানুষের অধিকার



ঠিকানা: পাঁচরোল, বিলবারা, পাঁচরোল
পূর্ব মেদিনীপুর, পশ্চিমবঙ্গ

ভারত সরকার
Government of India

Address: PANCHROL,
Bilbara, Panchrol, East
Midnapore, West Bengal,
721447

4175 0018 7415

1947
1800 303 1947

help@uidai.gov.in

www.uidai.gov.in

Ranjit Hati


 ভারতের নির্বাচন কমিশন
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

LFB3681673




নির্বাচকের নাম : হর্ষ বর্ধন কাজারীয়া
 Elector's Name : Harsh Vardhan Kajaria
 পিতার নাম : অরুন কুমার কাজারীয়া
 Father's Name : Arun Kumar Kajaria
 লিঙ্গ/Sex : পু/ M
 জন্ম তারিখ : 25/03/1980
 Date of Birth :

del

LFB3681673

ঠিকানা:
 114, রিজেন্ট পার্ক, যাদবপুর, কোলকাতা-700040

Address:
 114, REGENT PARK, JADAVPUR,
 KOLKATA-700040

Signature

Date: 04/12/2015

152-টলিগঞ্জ নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
 অধিকারিকের স্বাক্ষরের অনুলিপি
 Facsimile Signature of the Electoral
 Registration Officer for
 152-Tollyganj Constituency

বিজ্ঞপ্তি: পরিবর্তন হলে নতুন ঠিকানার তথ্যটি নিচে সঠিক ভাবে বর্ণনা
 করে সংশ্লিষ্ট নির্বাচন কমিশন অফিসে জমা দিতে হবে এবং
 পরিচয়পত্রের নথিটি উত্তর করা হবে।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2019, Page from 28360 to 28391
being No 160400875 for the year 2019.



Digitally signed by PRADIPTA KISHORE
GUHA

Date: 2019.02.20 17:37:36 +05:30

Reason: Digital Signing of Deed.

Pradipta



(Pradipta Kishore Guha) 20-02-2019 17:37:36
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)