

2898/2017

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

Y 318320

Handwritten notes and signatures on the left side of the document, including dates like 31.03.17 and 19.12.17.

Certified that the document is admitted to registration. The signature sheets and the encasement sheets attached with this document are the part of this documents.

Signature and stamp of District Sub-Register Howrah, dated 31.03.17.

03 APR 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 31st day of March TWO THOUSAND AND SEVENTEEN (2017)

174636

Ganges Garden, Kalyan Road
187, Bonting Street,
Calcutta

Nitany Bharti



1583

Nitany Bharti



1584

Nitany Bharti



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Nitany Bharti



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Nitany Bharti



Dist: ...
...

BETWEEN

(1) RAJESH BANSAL (PAN AEAPB0838D), son of Late Santosh Kumar Bansal, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office- Alipore, Police Station- Alipore, Kolkata-700027 **(2) KANISHK BANSAL (PAN AICPB1712A)**, son of Rajesh Bansal, by faith- Hindu, by occupation- Business, by Nationality – Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office - Alipore, Police Station- Alipore, Kolkata-700027 **(3) NIKITA BANSAL (AGARWAL) (PAN AMNPA4774G)**, daughter of Sanjay Agarwal and wife of Kanishk Bansal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 4A, Ashoka Road, Flat No.503, Fifth Floor, Post Office - Alipore, Police Station- Alipore, Kolkata-700027, hereinafter referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**;

AND

GANGES GARDEN REALTORS PVT. LTD., (PAN AABCG9388F), a Company registered under the provisions of Companies Act, 1956 having its registered office at 37A, Bentinck Street, Second Floor, Room No.215, Post Office-Esplanade, Police Station –Hare Street, Kolkata-700069, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**, represented by one of its Directors, **Sri Nikunj Bhartiya (PAN AKDPB6670J)**, son of Om Prakash Bhartiya, by faith-Hindu, by occupation-Business, by Nationality-Indian, working for gains at 37A, Bentinck Street, Second Floor, Room No.215, Post Office-Esplanade, Police Station- Hare Street, Kolkata-700069.

1) Subject Matter of Agreement:



District Sub Registrar
Howrah

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- i) Development:** Development and commercial exploitation of **ALL THAT** the land measuring more or less **3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft.** with sheds and rooms measuring more or less **14400 Sq.ft.** with all rights of common easements and amenities therewith comprised in **J.L. No.16, Touzi No.19** in the following several Dags and Khatians, as mentioned hereunder **Mouza- Barrackpur, Police Station- Bally, District-Howrah** and commonly known as **Bally Municipality Premises No. 16/1/A, B.K. Paul Temple Road, Police Station – Belur** previously Bally, **District- Howrah, Pin-711202, within Bally Municipality Now (Howrah Municipal Corporation) Old 15 (Now 60)**.

2) Background:

- i)** The Owner herein is the absolute owners of the schedule property and is in occupation and possession thereof.
- ii)** Mutation: The Owners have mutated and/or mutate their names in the records of the BL& LRO and Howrah Municipal Corporation.
- iii)** As the joint and absolute owners of the said premises and are entitled to cause development and construction thereupon. No person other than the owners has any right title and/or interest, of any nature whatsoever, in the Premises and/or any part thereof.
- iv)** No Requisition, and Attachments and/or Other Encumbrances: The Premises or any part thereof is at present not affected by any requisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other Public Demand.
- v)** No Litigation: There are no suits and/or proceedings and /or litigations pending in respect of the Premises or any part thereof.



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Howrah

31 MAR 2017

- vi)** Absolute Possession: The entirety of the premises is in peaceful possession of the Owners.
- vii)** 2.2 Decision to Develop: The owners became desirous of developing the premises by further construction but realized that it will not be possible for them to do so and hence decided to do such development through a Developer.
- viii)** Background of Developer: The Developer has infrastructure and expertise in this field.
- ix)** Offer of Development: The Owners, coming to know of the background of the Developer, approached the Developer and made the above representations and requested the Developer to take up the development of the Premises.
- x)** Negotiations : Discussions and negotiations have taken place between the parties and terms and conditions have been agreed upon by all the owners and consequent to such agreement the owners herein are entering into this Development Agreement.

3) Appointment and commencement:

- i)** Appointment and Acceptance: The Owners hereby appoint the Developer as the developer of the premises and the Developer accepts such appointment. By virtue of such appointment, the Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the Premises by:
 - ii)** Constructing as per the approval of By the local Civic Authority .
 - iii)** Dealing with the above after setting aside the revenue pertaining to the owners' allocation in terms of this agreement
 - iv)** Commencement and Tenures: Consequent to such appointment and acceptance of appointment, 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 the development of the Premises is completed and all obligations of the parties towards each other be stands fulfilled and performed, unless terminated prior thereto for breach of covenant by any of the parties.

4) OWNERS' ALLOCATIONS:

- i) **OWNERS' ALLOCATION::** All That the revenue pertaining to sale of **32% area** out of the entire saleable space together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portion.

5) DEVELOPER'S ALLOCATIONS:

- i) **Developers' Allocation::** All that the Balance revenue pertaining to sale of **all the remaining** constructed saleable area/space together with undivided proportionate share in the land attributable thereto and together with the right over common areas and portions.

6) POWERS AND AUTHORITIES:

- i) **General Power of Attorney:** The owners shall grant to the Developer and/or its nominees a Registered General Power of Attorney for the purpose of obtaining sanction of the plans and all necessary permission from different authorities in connection with new construction and also for booking, sale, receiving payments on behalf and conveying the entire constructed space as per this agreement however the Developer shall hand over the revenues pertaining to the owners allocation to the Owners without any default.
- ii) **Further Acts:** Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they will execute, as and when necessary, all papers documents, plans etc. for the purpose of development of the Premises.

7) SANCTION AND CONSTRUCTION:

- i) Plan: The Developer shall draw Building Plan/Plans with architectural design / plans through Schematic Design by its Architects and the building has been jointly named as "DIKSHITA GANGES".
- ii) Sanction: The Developer shall, at its own costs appoint an Architect and through the Architect, the Developer shall have prepared submitted and sanctioned by the local Civic Authority the plans of the Buildings.
- iii) New Construction: The Developer shall, at its own costs construct, erect and complete the construction as may be recommended by the Architect from time to time. All costs charges and expenses for the erection, construction and completion of the building including Architect Fees shall be discharged and paid and borne by the Developer and the Owners shall have no responsibility in this context.
- iv) Temporary Connection: The Developer shall be authorized to apply for and obtain temporary connection of water, electric and drainage sewerage.
- v) Modification : Any amendment or modification to the Plans may be made or caused to be made by the Developer at his own costs and expenses.
- vi) No obstruction: The Owners shall not do any act deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new constructions.

8) Dealings with Units in the new constructions:

- i) The Developer shall be exclusively entitled to the entire constructed space in terms of this agreement with exclusive right to sell, transfer and convey or otherwise with the same without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with the developer retaining the revenue pertaining to the Developers allocation Developer's Allocation in terms of this agreement.
- ii) The Owners have given right to the Developers to sell, transfer and convey the constructed saleable area/space in terms of this agreement in

the new constructions as well as the proportionate share in the land, in favour of any transferee through Registered Power of Attorney.

- iii) **Transfer of Constructed Space:** In consideration of the Developer constructing the new building/buildings on the demised premises the Owners shall execute deeds of conveyances of the undivided share in the land in favour of the Transferees, in such part or parts as shall or may be required by the Developer. The Owners have also given right to the Developers to sell, transfer and convey constructed saleable area/space in terms of this agreement in favour of the transferees by a separate Registered Power of Attorney signed simultaneously with this Agreement.
- iv) **Cost of Transfer:** The cost of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

9) Possession and Post Completion Maintenance:

- i) **Possession Date and Rate:** After completion of the new building on and from such a date taking vacant physical possession or deemed possession in respect of payment of Municipal rates and taxes and maintenance charges the transferees shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collectively Rates) payable in respect of the new units provided however when such rates are assessed and made applicable to the whole of the premises/new building, the same shall be apportioned on pro rata basis with reference to the total area of the New Building.
- ii) **Maintenance :** The Developer shall frame a scheme for the management and administration of the New Building. The Owners/Transferees hereby agree to abide by all the rules and regulations to be framed by representative's body of the Transferees (Association), which shall be in charge of such management of the affairs of the New Building.

10) Owners' Obligation

- i) **No obstruction in dealing with Constructed Space :** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from selling, transferring, conveying and/or disposing of any part or portion of the constructed saleable area/space as well as the proportionate share in the land.
- ii) **No obstruction in Construction:** the Owners hereby covenant not to cause any interference or hindrance in the construction.
- iii) **No dealing with the Premises:** the Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Developer.
- iv) **Making out Marketable Title:** The Owners hereby covenant to make out a marketable title to the Premises to the satisfaction for the Developer, by answering requisitions and supplying papers as and when called upon by the Developer to do so and to cure all defects relating to the title of the property , if, as and when the same arises at the cost of the Owners.

11) Owners' Indemnity:

- i) **Title:** The owners shall always be responsible for giving goods and marketable title to the Developer and the transferees in this regard.
- ii) **Developer's Allocation:** The Owners do hereby undertake that the Developer shall always be entitled to the Developer's Allocation in terms of this agreement and shall enjoy the same without any interference or disturbances by the owners and to this effect the Owners hereby indemnify and agree to keep indemnified the Developer.

12) Developer's Obligation and Indemnity:

- i) **Third Party Claims:** The Developer hereby undertakes to keep the Owners indemnified against all third party claims or claims from any authority and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction and/or for any effect therein or development of the premises.

- ii) **No obstruction in dealing with Owners' Allocation :** The Developer covenants not to do any act, deed or thing whereby the Owners may be prevented from receiving the revenue pertaining to the Owners Allocation as well as the proportionate share in the land.
- iii) **No dealing with the Premises:** the Developer hereby covenants not to let out, grant lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Owners, however, nothing contained herein shall prevent the Developer from creating a mortgage of its allocation and revenues in lieu thereof any time after commencement of construction .
- iv) The Developer shall remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the Owners) and has agreed to keep the Owners saved harmless and fully indemnify from and against all costs charges claims actions suits and proceedings.
- v) The Developer shall remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said Building and/or said Building and/or buildings in accordance with the said plan and has agreed to keep the Owners herein save harmless and fully indemnified from and against all the costs, charges, claims, actions, suits and proceeding/s thereof

13) Specification of the New Building.

i)	FOUNDATION	RCC foundation and RCC framed structure.
ii)	BRICK WORK	Brick work with specified plaster with plaster of paris.
iii)	FLOORING	Flooring of Grey city casting

iv)	DOOR	Frames of good quality sal wood and flush doors of commercial quality.
v)	WINDOWS	All windows will be made of steel sections fitted with glass panes and G.I. handles.
vi)	KITCHEN	Ceramic tile over working top upto 2', adequate storage space and sink. Black stone on working top, marble flooring.
vii)	TOILET	Ceramic tile (upto 5 feet height), Marble Flooring, concealed piping for water, shower point, W.C. with cistern point. All the fittings will be of C.P. bras of genuine makes one wash basin in wash flat.
viii)	ELECTRICAL WIRING	All wiring will be concealed with copper wire, 17 points of 5 AMP (which include points for geyser, refrigerator, telephone, exhaust and T.V.)
ix)	WATER SUPPLY	All flats will have water, made available from overhead tanks, underground reservoirs have been provided for storage deep tube-well have also been provided.
x)	COMMON PASSAGE	In the building shall be with flooring as in item 3 above.
xi)	COMMON AREAS	In the building shall be with flooring of

		cemented checkered tiles.
xii)	ROOF	With water proofing treatment.
xiii)	DEEP TUBEWELL	As approved by the Bally Municipality
xiv)	ALL OTHER FACILITIES	If any, shall be provided at extra cost.

14) Time Frame of Building Completion: The Developers shall obtain necessary sanction from By the local Civic Authority and complete the new construction and render the same fit for habitation and occupation within a period not more than FIVE (5) years from the date of sanction building plan.

15) If in future with the change of laws of By the local Civic Authority any extra sanctioned area/floor is available, the owners are bound to enter into a new joint venture agreement only with developers herein and nobody else in Joint Venture or otherwise and the Landowner shall be entitled to allocation in the similar ratio as agreed herein but without any security deposit as contained herein. The Unit Purchasers shall be entitled to the ultimate roof of the building and the Developer herein have retained the roof right and for the purpose of development on the roof the Owners have granted to the Developer the right of first refusal. The deeds of transfer to the Unit purchasers shall contain suitable clauses enabling the Developer to raise further constructions and the roof right shall be retained for the purpose on such terms and conditions as stated herein before.

16) Miscellaneous:

- i) **No Partnership:** The Owners and the Developer 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.
- ii) During the continuance of this indenture the Owners shall not create any third party interest in the subject premises.

Rishu Bhowmik

- iii)** All costs and charges for marketing and branding of the project shall be done by the developer at its own costs and expenses and the developer shall be free to use its trade name and logo however the land owner shall not have any right of any nature whatsoever over the said tradename
- iv)** **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction by the Developer, various deeds matters and thing not herein specified may be required to be done by the Developer and for which the Developer 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 mentioned herein. The Owners hereby undertake 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 Developer 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 Developer PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement
- v)** It is expressly agreed and made clear that the Developer shall be entitled to mortgage, charge and/or create any other encumbrance on the Developers allocation and/or revenue in lieu thereof in the Project subject however to the condition that the Developer shall be under an obligation to ensure that the Landowner's allocation and/or revenue in lieu thereof shall be handed over to the Landowner's within the time frame as agreed, however, the obligation of repayment shall always remain with the Developer and the Owners shall not in any manner whatsoever be responsible to make repayment of the amount that shall be availed by the Developer as loan by keeping the original title deeds as security and for the purpose the Owner has only on signing of this Agreement handed over the original documents of title to the Developer.
- vi)** **Further Acts:** The Parties do all further acts deeds and thing as may be necessary to give complete and meaningful effect to this Agreement.

- vii) **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the revenue pertaining to the owners' allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- viii) **Ground Rent and Wealth Tax:** As and from the date of completion of the construction of New Building and the Transferees having taken over possession of their respective units and/or the Owners herein having handed over possession of their allocation the Transferees and/or the Owners herein shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective Units.

17) Default:

- i) In the event the Developer fails and/or neglects to perform any of its obligations under this Agreement, then the Owners shall be entitled to refer the matter to arbitration under the Provisions of the Arbitration & Conciliation Act, 1996.

18) Force Majeure:

- i) **Meaning of :** Force Majeure shall mean flood, earthquake, riot, war, cyclone, tempest, civil commotion, strike and/or their event beyond the control of the Parties (Force Majeure).
- ii) **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of force Majeure and the performance of such obligation shall be suspended during of force Majeure.

- 19) **DELIVERY OF Owners Allocation:** The share of revenue out of the land Owners Allocation or any part thereof shall be delivered by the Developer to Landowners by cheque and /or transfer to the Owners account.

20) **TRANSFER OF ALLOCATION AREAS**

- ii) The Developer shall, without requiring any consent of Landowners be entitled to deal with and dispose of the entire allocations at the best available market price.
- iii) The Developer shall carry out the sales and marketing of the Project and the Developer shall receive all considerations in the designated bank account and the share of Landowners' Allocation shall be made over to Landowners through the designated escrow account.
- iv) In this regard, it is, however, expressly made clear that:
 - v) Landowners do hereby also accord their consent and authorization to the Developer to enter into the agreements and contracts with the prospective buyers in respect of the Entire Allocation;
 - vi) If so required by the Developer, Landowners shall, notwithstanding the consent and authorization and power of attorney and without claiming any additional consideration or money, in respect of all agreements and contracts Deed/s and/or agreements of sale, transfer, Conveyance in respect of the Entire Allocation.
 - vii) Landowners have agreed to be the Parties to the Deed and/or agreements for sale /lease/transfer of constructed spaces in the project either by being personally present or through the power of attorney registered along with this agreement and accordingly all right, title and interest in the land shall stand entirely released and/or relinquished and sufficiently discharged in favour of the Developer and/or the Transferees of all unit purchasers in the project.
 - viii) The Developer shall subject to due compliance of its obligations as hereunder be entitled to execute and register deed(s) of assignment, sub-lease, gift or otherwise transfer of the entire allocations in the Project. Provided that the Developer without any interruption make over the amounts in lieu of

Landowners Allocation to Landowners. It being clarified that All amounts and consideration receivable by the Developer under such agreements and contracts in respect of the Developer's Allocation (including towards the proportionate undivided share in the land comprised in the said property and in the common areas and installations) shall be to the account of and shall be received realised and appropriated by and to the benefit of the Developer exclusively and Landowners shall have no concern therewith.

21) Reservation of Rights:

- i) **Forbearance:** No forbearance, indulgence or relaxation by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- ii) **No Waiver :** Any waiver or acquiescence by any Party of any breach of any of the provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement
- iii) **Waiver. Right to Waiver:** Any term or condition this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, Such waiver must be in writing and must be executed by such Party.
- iv) **No Continuing Waiver :** A waiver on occasion will not be deemed to be of the same or any breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require one and punctual performance of obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

22) Governing Laws:

- i) **Between the Parties:** This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- ii) **By Parties:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party. In as much as the Developer shall acquire substantial right in law and equity in respect of the said properties and the agency hereby granted on the basis of power of attorney shall be coupled with interest the said Power of Attorney shall accordingly not be revocable till such time the Developer acted on the basis thereof and fully realised all amounts that the Developer shall be entitled to by sale of constructed spaces.

23) Notice:

- i) **Mode of Service :** Any notice, consent, approval, demand, waiver or communication required or permitted hereafter shall be in writing and shall be deemed given/effective or delivered to the person personally, at the time of delivery or if sent by registered mail at the address as mentioned above.

24) Arbitration:

- i) All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said properties or determination of any liability shall be referred to the arbitration under the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Arbitrator. In connection with the said arbitration, the parties have agreed and decided as follows:-
 - (a) The arbitration shall be held at Kolkata in English language.

- (b) The Arbitral Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (c) The Arbitral Tribunal will be at liberty to give interim orders and/or directions.
- (d) The Arbitral Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- (e) The Arbitral Tribunal will be at liberty to award compensation and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

25) Jurisdiction:

- (a) All disputes will be subject to the competent Civil Courts having jurisdiction.

26) Rules of Interpretation:

- (a) Headings: Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
- (b) Presumptions Rebutted : It is agreed that all presumptions, which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions will adverse to the right title and interest of the Parties in the premises.

FIRST SCHEDULE ABOVE REFERRED TO:

(PREMISES)

ALL THAT ^{Qasbi} the land measuring more or less **3 Bigha 0 Cottah 0 Chittack and 12 Sq.ft.** with sheds and rooms measuring more or less **14400 Sq.ft.** with all rights of common easements and amenities therewith comprised in **J.L. No.16, Touzi No.19**

in the following several Dags and Khatians, as mentioned hereunder **Mouza- Barrackpur, Police Station- Bally, District-Howrah** and commonly known as **Bally Municipality Premises No. 16/1/A, B.K. Paul Temple Road, Police Station - Belur** previously Bally, District- Howrah, Pin-711202, within Bally Municipality Now (Howrah Municipal Corporation) Old 15 (Now 60).

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Area (in Satak)	Area (in Sq.Mtr)
3707 (P)	1447(N)	4388(P)	1181 & 2154	17.62	713.216
3692 (P)	495	4368(P)	1181 & 2152	7.13	288.348
3691(P)	1445 (N), 74 (old)	4367 (P)	1181 & 2154	8.54	345.612
3676 (P)	124	4348 (P)	2152	10.44	422.463
3690 (P)	136	4366 (P)	63	10.53	425.967
3689 (P)	136	4365 (P)	63	41.94	1818.884
TOTAL				99.20	4014.49

and butted and bounded in the manner as follows:

ON THE NORTH : By old Dag Nos.3675, 3692 & Godown of Rakhal Das.

ON THE SOUTH : By road B.K. Paul Temple Road, Belur, Howrah.

ON THE EAST : By old Dag Nos. 3688, 3715, 3714, 3708 & Mhaksia Crown Cap
Manufacturing Plant.

ON THE WEST: By Premises No.116/1, B.K.Paul Temple Road, Belur, Howrah.

SECOND SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)

1. Areas : (a) Entrance and exits to the premises and the new constructions ,
(b) Boundary walls and main gates of the premises, (c) Staircase, and lobbies
on all floors of the new constructions (d) Entranced lobby (3) Litt.
2. Water, Plumbing and Drainage: (a) Drainage and sewage lines and other
installations for the same (b) Water supply system (c)Water pump,
underground and overhead water reservoir together with all plumbing
installations for carriage of water.
3. Electrical Installations : (a) Electrical wiring and other fittings (b) Lighting of
the common portions(c) Electrical installations relating to receiving o
electricity from suppliers and meters for recording the supply.
4. Others : (a) Such other common parts, areas, equipments, installations,
fittings, fixtures and spaces in or about the premises and the new
constructions as are necessary for passage to and/or user of units in
common by the occupants (b) Ultimate roof of the New building.

IN WITNESSES WHEREOF the Parties have executed this Agreement on the date mentioned above.

SIGNED, SEALED AND DELIVERED

In the presence of :

1. Hemant Ka Sharma
2. Brijay Kumar Mukherjee
Tech Plaza - 711016.

Rupesh Bansal

Kamakh Bansal

2. ~~Sharma~~
Lakshman Prasad Sharma
15, Dura - Dura Road
Kolkata - 700074

Shikha Bansal

SIGNED, SEALED AND DELIVERED

In the presence of :

1. Hemant Ka Sharma.

Ganges Gardens Realtors Pvt. Ltd.
Rishy Chatterjee
Director

2. ~~Sharma~~

Drafted by me.
Aniruddha
Advocate
no. F-375/355/78





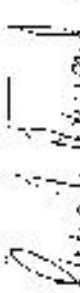


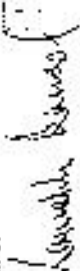


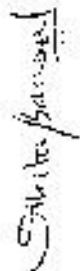
Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue



OFFICE OF THE D.S.R. HOWRAH, District Name :Howrah

Signature / LTI Sheet of Query No/Year 05011000101762/2017

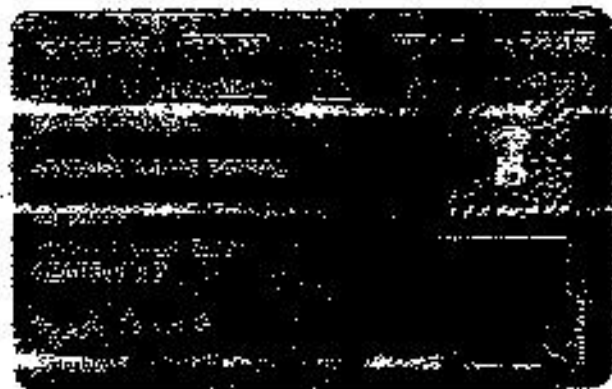
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant . Category	Photo	Finger Print	Signature with date
1	Mr Rajesh Bansal 4A, Ashoka Road, Flat 503, 5th Floor P.O.- Alipore P.S.- Alipore, Kolkata, District South 24- Parganas, West Bengal, India. PIN - 700027			 11/02/17
2	Mr Kamishk Bansal 4A, Ashoka Road, Flat 503, 5th Floor, P.O.- Alipore, P.S.- Alipore, Kolkata, District-South 24- Parganas, West Bengal, India PIN - 700027			 11/02/17
3	Mrs Nalpa Bansal Agarwal 4A, Ashoka Road, Flat 503, 5th Floor, P.O.- Alipore, P.S.- Alipore, Kolkata, District-South 24- Parganas West Bengal, India, PIN - 700027			 11-02-17

f. Signature of the Person(s) admitting the Execution at Private Residence

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Nikunj Bhartiya 37A, Bent neck Street, 2nd Floor, Room 215, P.O.- Esplanade, P.S:- Hare Street, Kolkata, District - Kolkata, West Bengal, India, PIN - 700069	Representative of Developer [Ganges Garden Realtors Pvt. Ltd.]			<i>Nikunj Bhartiya</i> 31/03/2017
Sl No.	Name and Address of Identifier	Identifier of	Signature with date		
1	Mr Gour Barui Son of Late Upananua Barui Nayachak, P.O:- Nayachak, P.S:- Panchala, District-Howrah, West Bengal, India, PIN - 711322	Mr. Rajesh Bansal, Mr. Kanishk Bansal, Mrs Nikita Bansal Agarwal, Mr. Nikunj Bhartiya	<i>Gour Barui</i> 31.03.17		

(Sd/- Prasad
 Bandopadhyay)
 DISTRICT SUB-
 REGISTRAR
 OFFICE OF THE D.S.R
 HOWRAH
 Howrah, West Bengal



Rajesh Kumar

आयकर विभाग
INCOME TAX DEPARTMENT

KANISHK BANSAL

RAJESH BANSAL

16/11/1985

AK/P51712A

Kanishk Bansal
Signature



भारत सरकार
GOVT. OF INDIA



Kanishk Bansal

In case the card is lost/signature is fully obliterated/destroyed:

Intimate the PAN Service Unit, ITDSU,

Plot No. 3, Sector 21, CBD, Delhi-110068.

No. of PAN card - 407 014.

यदि कार्ड खो जाए/हस्ताक्षर पूरी तरह से मिटा दिए जाए/खराब हो जाए:

आपको ITDSU, प्लॉट नंबर 3, सेक्टर 21, CBD, दिल्ली-110068,

को सूचित करना होगा।

पैन कार्ड नंबर - 407 014



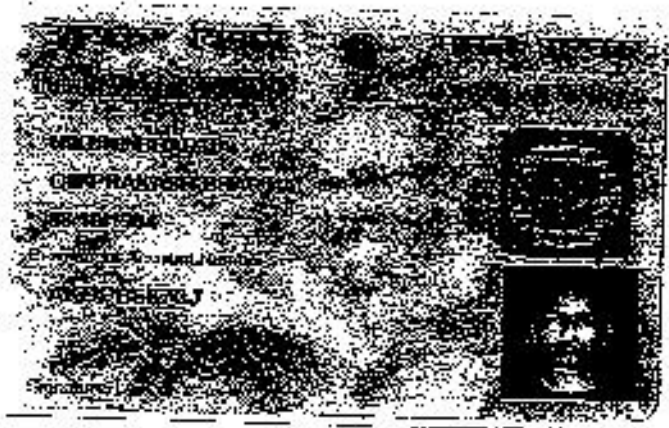
Handwritten signature or name, possibly 'N. D. ...'



Ganges Gardens Realtors Pvt. Ltd.

Subin Chatterjee

Director



William B. Hart

Major Information of the Deed

Deed No.:	I-0501-02676/2017	Date of Registration:	03/04/2017
Query No./Year	0501-1000101762/2017	Office where deed is registered	
Query Date	28/03/2017 1:02:43 PM	D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Rajesh Bansal Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9831180074, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 20,000/-	Rs. 6,64,86,492/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,110/- (Article:48(g))	Rs. 46/- (Article:F, C, M(b), 4)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Bally, Corporation: BALLY, Road: B K Pal temple St., Premises No. 16/1A, Ward No: 15

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L			Bastu		3 Bigha 12 Sq Ft	10,000/-	5,56,86,492/-	Property is on Road
Grand Total :						10,000 /-	556,86,492 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	14400 Sq Ft.	10,000/-	1,08,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 14400 Sq Ft. Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

	Total :	14400 sq ft	10,000 /-	108,00,000 /-	
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Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr Rajesh Bansal Son of Late Santosh Kumar Bansal 4A, Ashoka Road, Flat 503, 5th Floor, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No :AEAPB0838DS Status: Individual, Executed by: Self, Date of Execution: 31/03/2017, Admitted by: Self, Date of Admission: 31/03/2017, Place : Pvt. Residence
2	Mr Kanishk Bansal Son of Mr Rajesh Bansal 4A, Ashoka Road, Fla: 503, 5th Floor, P.O:- Alipore, P.S: Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No :AICPB1712A Status: Individual, Executed by: Self, Date of Execution: 31/03/2017, Admitted by: Self, Date of Admission: 31/03/2017, Place : Pvt. Residence
3	Mrs Nikita Bansal Agarwal Wife of Mr Kanishk Bansal 4A, Ashoka Road, Flat 503, 5th Floor, P.O: Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No :AMNPA1771C Status: Individual, Executed by: Self, Date of Execution: 31/03/2017, Admitted by: Self, Date of Admission: 31/03/2017, Place : Pvt. Residence

Developer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Ganges Garden Realtors Pvt. Ltd. (Private Limited Company) 37A, Bentinck Street, 2nd Floor, Room 215, P.O.- Esplanade, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069 PAN No..AABC09388F Status :Organization

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr Nikunj Bhartia (Presentant) Son of Mr. Om Prakash Bhartia 37A, Bentinck Street, 2nd Floor, Room 215, P.O.- Esplanade, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AKDPB6670J Status : Representative, Representative of : Ganges Garden Realtors Pvt. Ltd. (as Director)

Identifier Details :

Name & address
Mr Gour Barui Son of Late Upananda Barui Nayachak, P.O:- Nayachak, P.S- Panchla, District:-Howrah, West Bengal, India, PIN - 711322, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India. , Identifier Of Mr Rajesh Bansal, Mr Kanishk Bansal, Mrs Nikita Bansal Agarwal, Mr Nikunj Bhartia

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Rajesh Bansal	Ganges Garden Realtors Pvt. Ltd.-33.0092 Dec
2	Mr Kanishk Bansal	Ganges Garden Realtors Pvt. Ltd.-33.0092 Dec
3	Mrs Nikita Bansal Agarwal	Ganges Garden Realtors Pvt. Ltd.-33.0092 Dec

Transfer of property for S1

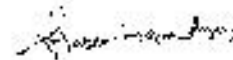
Sl.No	From	To. with area (Name-Area)
1	Mr Rajesh Bansal	Ganges Garden Realtors Pvt. Ltd.-4800 Sq Ft
2	Mr Kanishk Bansal	Ganges Garden Realtors Pvt. Ltd.-4800 Sq Ft
3	Mrs Nikita Bansal Agarwal	Ganges Garden Realtors Pvt. Ltd.-4800 Sq Ft

Endorsement For Deed Number : I - 050102576 / 2017

On 28-03-2017

Certificate of Market Value (W.B. BU Rules of 2001)

Certified that the market value of this property which is the subject matter of the docd has been assessed at Rs 6,84,86,492/-



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. HOWRAH
Howrah, West Bengal

On 31-03-2017

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

Presented for registration at 17:32 hrs on 31-03-2017, at the Private residence by Mr. Nikunj Bhartiya

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

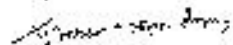
Execution is admitted on 31/03/2017 by 1. Mr Rajesh Bansal, Son of Late Santosh Kumar Bansal, 4A, Ashoka Road, Flat 503, 5th Floor, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24 Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 2. Mr Kanishk Bansal, Son of Mr Rajesh Bansal, 4A, Ashoka Road, Flat 503, 5th Floor, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mrs Nikta Bansal Agarwal, Wifu of Mr Kanishk Bansal, 4A, Ashoka Road, Flat 503, 5th Floor, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business

Indetified by Mr Gour Barui, . . Son of Late Upananda Barui, Nayachak, P.O: Nayachak, Thana: Panchla, . Howrah, WEST BENGAL, India, PIN - 711322, by caste Hindu, by profession Others

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

Execution is admitted on 31-03-2017 by Mr Nikunj Bhartiya, Director, Ganges Garden Realtors Pvt. Ltd. (Private Limited Company), 37A, Berlinsk Street, 2nd Floor, Room 215, P O- Espanade, P.S: Haru Street, Kolkata, District:- Kolkata, West Bengal, India, Pin - 700069

Indetified by Mr Gour Barui, . . Son of Late Upananda Barui, Nayachak, P.O: Nayachak, Thana: Panchla, . Howrah, WEST BENGAL, India, PIN - 711322, by caste Hindu, by profession Others



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. HOWRAH
Howrah, West Bengal

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 46/- (E = Rs 14/- , F = Rs 28/- .M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 46/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/03/2017 11:45AM with Govt. Ref. No: 192016170055616141 on 30-03-2017, Amount Rs: 46/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK000IHCR0 on 30-03-2017, Head of Account 0030-03-104-001-16

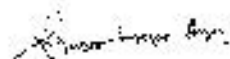
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 318320, Amount: Rs.100/-, Date of Purchase: 30/03/2017, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/03/2017 11:45AM with Govt. Ref. No: 192016170055616141 on 30-03-2017, Amount Rs: 75,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK000IHCR0 on 30-03-2017, Head of Account 0030-02-103-003-02



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2017, Page from 74250 to 74284

being No 050102676 for the year 2017.



Digitally signed by SAT.PRASAD
BANDYOPADHYAY
Date: 2017.04.07 14:05:32 +05:30
Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 07-04-2017 14:05:31

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. HOWRAH

West Bengal.

(This document is digitally signed.)

IN WITNESSES WHEREOF the Parties have executed this Agreement on the date mentioned above.

SIGNED, SEALED AND DELIVERED

In the presence of :

- 1. Hemant Ka Sharma
- 2. Billew Kumar Mukherjee
Panch Hazrat - 711106.

Rajesh Bansal

Kamakh Bansal

- 2. *Sharma*
Lakshmin Prasad Sharma
75, Dum Dum Road
Kolkata - 700074

Nishita Bansal

SIGNED, SEALED AND DELIVERED

In the presence of :

- 1. Hemant Ka Sharma.

Ganges Gardens Realtors Pvt. Ltd.
Nikhil Sharma
Director

- 2. *Sharma*

Drafted by me.
Anil Kumar
Advocate.
no. F-375/355/28