

8023/14

I

06530/14



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 068587

22-08-14
910-13889/14
5-15 pm

Certified that the document is admitted to registration. The signature sheet/s and the enclosures thereto attached with this document are the part of this document.

Aditi Das, Sub-Registrar
Alipore, South 24 Parganas

25 AUG 2014

5-25 pm

THIS DEVELOPMENT AGREEMENT made this the 22nd day of August TWO THOUSAND AND FOURTEEN BETWEEN (1) K.K. JAJODIA & SONS (HUF) (PAN No.AACHK4897D) a Hindu Undivided Family carrying on business at 31/3 Allpore Road, P.S. Alipore, Kolkata-700027 and represented by its Karta Shri Aditya Kumar Jajodia and (2) ADITYA KUMAR JAJODIA (PAN


2327

43/67

1 AUG 2014

No.	Date
Sold to	R. L. GAGGAR
Address	3rd FLOOR, TEMPLE CHAMBERS 6, OLD POST OFFICE STREET, KOLKATA - 700 001
ANJUSHREE BANERJEE L.S. VENDOR (O.S.) HIGH COURT, KOLKATA-700 001	

1 AUG 2014

A. S. Jm

V(179)
6290
Sahapuri Properties Pvt. Ltd.

A. S. Jm
KARTAR
(APURVA SALAKURTA)


V(71)
6291
K. L. JAVDIA & SONS (HUF)

K. L. Javdia
Kartar

K. L. Javdia
(APURVA KUMAR JAVDIA)



ADDL. DIST. SUB-REGISTRAR
ALIPORÉ, SOUTH 24 PGS.

22 AUG 2014

Signature

DUNE LEASING & FINANCE LTD

K. L. Javdia
Director / Authorized Signatory

*M/S (Auctioneer)
P.T.O*

No.AFBPJ1520J) son of Late Krishna Kumar Jajodia residing at 24/3 Alipore Road P.S.Allpore,Kolkata-700027 hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART AND SALARPURIA PROPERTIES PVT LTD (PAN No.AAGCS8492P)** a Private Limited company having its registered office at 7 Chittaranjan Avenue, P.S. Bowbazar and also carrying its day to day business affairs at No.5 Chittaranjan Avenue, P.S. Hare Street, Kolkata 700 072 and represented by one its director **SHRI APURVA SALARPURIA** hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART AND INDIA BULLS HOUSING FINANCE LTD (IHFL)** a company within the meaning of the Companies Act 1956 having its registered office situated at M-62&63 Connaught Place, New Delhi 110001 and represented by its authorised Signatory **MR. YATEEN JAIN** hereinafter referred to as **IHFL** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART AND DUNE LEASING & FINANCE LTD (PAN NO AAACD2153J)** a company within the meaning of the Companies Act 1956 having its registered office situated at 22 Basant Row ,Vasant Vihar ,New Delhi-110057 and represented by its Director **SRI ADITYA KUMAR JAJODIA** hereinafter referred to as **DUNE LEASING** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FOURTH PART AND (1) SMT. ANJALI DEVI JAJODIA (PAN NO. ACQPJ8764L)** wife of Late Krishna Kumar Jajodia and mother of Shri Aditya Kumar Jajodia residing at 3 Bhagwan Das Road, New Delhi - 110 001 hereinafter referred to as the **FIRST CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **FIFTH PART AND (2) SMT. NISHA KANOI (PAN NO. AFCKP2526C)** wife of Sri Aditya Kanol and daughter of Late Krishna Kumar Jajodia residing at 13/2 Ballygunge Park Road, Kolkata 700 019 P.S. Karaya, hereinafter referred to as the **SECOND CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **SIXTH**

V (TD)
6295

Angali Jindal
- ANJALI DEVI JINDAL

V (TD)
6294

Nisha
- Nisha Kanoi



- *Alpajolia* (ADITYA JAIN)
AS Authorized Signatory
of Solini Jalan.

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
22 AUG 2014
Signature.....



HATEEN JAIN

V (TD)
6293

Ne
(Cherry ch. Day)
Go. Late P. Day
6.00 PM @ 2
Kankaben
(Sonia)

PART AND (2) SMT SHALINI JALAN (PAN NO. AFCPJ6585Q) wife of Sri Adarsh Jalan daughter of Late Krishna Kumar Jajodia residing at 13/3 1 Cross Road, Lovelee Road, Bangalore 560 001 and represented by her brother and her Authorised Representative **SRI ADITYA KUMAR JAJODIA** hereinafter referred to as the **THIRD CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **SEVENTH PART**

WHEREAS:

- A) In this Deed wherever the context so permits the said K.K. Jajodia & Sons (HUF) is referred to as the Owner No.1 and the said Aditya Kumar Jajodia is referred to as the Owner No.2 and are collectively referred to as the Owners.
- B) (1) Supriya Finance Limited (2) Salasar Industrial Services Limited (3) Seajuli Finance Limited (4) Ketaki Finance Limited (5) Manasi Finance Limited and (6) Metals Centre Limited (hereinafter collectively referred to as the **ORIGINAL OWNERS**) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No.24/3 Allpore Road, P.S. Allpore, Kolkata 700 027 (hereinafter referred to as the said **PREMISES** more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).
- C) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.1 namely K.K. Jajodia & Sons HUF became entitled to undivided half share or interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration details
1.	Supriya Finance Limited	Undivided 1/18 th share	Book No.1 Volume No.63 Pages 66 to 83 Being No.2482 for the year 1995
2.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.1 Volume No.1 Pages 34 to 50 Being No.2490 for the year 1995

3.	Seajuli Finance Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 482 to 497 Being No.2385 for the year 1995
4.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 49 to 65 Being No.2451 for the year 1995
5.	Manasi Finance Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 84 to 101 Being No.2453 for the year 1995
6.	Salarsar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 465 to 481 Being No.2364 for the year 1995
7.	Salarsar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.62 Pages 453 to 471 Being No.2488 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.62 Pages 472 to 488 Being No.2489 for the year 1995
9.	Metal Centre Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 345 to 362 Being No.2487 for the year 1995

D) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.2 namely Aditya Kumar Jajodia became entitled to the remaining undivided half share or interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share sold and transferred	Registration details
1.	Metals Centre Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 222 to 238 Being No.2371 for the year 1995
2.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 294 to 309 Being No.2269 for the year 1995

3.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.61 ages 1 to 19 Being No.2367 for the year 1995
4.	Seajulu Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 310 to 326 Being No. 2270 for the year 1995
5.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 202 to 221 Being No.2370 for the year 1995
6.	Supriya Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 327 to 345 Being No.2271 for the year 1995
7.	Manasi Finance Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 174 to 189 Being No.2268 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 183 to 201 Being No.2369 for the year 1995
9.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 164 to 182 Being No.2368 for the year 1995

- E) By virtue of the aforesaid registered Deeds of Conveyances the Owners thus became entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein.
- F) The Father of the Owner No.2 namely Late Krishna Kumar Jajodia during his lifetime was the Karta of K.K. Jajodia & Sons (HUF) and upon his death the said Aditya Kumar Jajodia is presently the Karta of the Owner No.1.
- G) The First Confirming Party is the mother of the Owner No.2, the Second and Third Confirming Party are the sisters of the Owner No.2 and the Confirming Parties are the only members and/or co-parceners of the Owner No.1.
- H) DUNE LEASING & Finance Limited, a company under the control of the members of Jajodia family had obtained loan and/or financial accommodation in a sum of Rs.50,19,85,400/- (Rupees fifty crores nineteen

lacs eighty five thousand four hundred only) (hereinafter referred to as the **LOAN AMOUNT**) from India Bulls Housing Finance Limited (hereinafter referred as **IHFL**) and for the purpose of securing repayment of the said loan amount, interest and other amounts becoming payable the Owners amongst others had created an equitable mortgage over and in respect of the said Premises by deposit of the original title deeds.

I) The Developer is engaged in the business of undertaking development of real estate in and around the State of West Bengal and other parts of the country and in as much as the Owners are desirous of undertaking development of the said Premises, the Owners and the Developer have agreed to pool their respective resources for the purpose of undertaking development of the said premises whereby subject to the terms and conditions hereinafter appearing, the Owners have agreed to place at the disposal of the Developer, the said Premises in a vacant condition and the Developer in its turn has agreed to undertake development of the said Premises and to incur all costs charges and expenses for constructing erecting and completing a new building at the said Premises.

J) The parties are desirous of recording the same, In writing

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

ARTICLE I – DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings.
- ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing project to be used in common by all the owners and occupiers of the said new building and/or buildings forming part of the Housing Project.

iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement.

v) **DEVELOPER** shall mean the said **SALARPURIA PROPERTIES PRIVATE LIMITED** and shall include its successors and/or successors in office/ interest and assigns.

vi) **FLATS/UNITS/APARTMENTS/SERVANTS QUARTERS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the new building and/or buildings substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.

vii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis . The name of the Housing Project shall be such as may be designated by the Developer in its absolute discretion.

viii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces, servants quarters and car parking spaces on ownership basis.

ix) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.

- x) **OWNER NO. 1** shall mean the said **K.K. JAJODIA & SONS HUF** a Hindu Undivided Family and shall mean and include its Karta Shri Aditya Kumar Jajodia and the members of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns .
- xi) **OWNER NO.2** shall mean the said Aditya Kumar Jajodia and shall include his heirs legal representatives, executors, administrators , successors and assigns.
- xii) **FIRST CONFIRMING PARTY** shall mean the said the said Smt. Anjali Devi Jajodia, mother of Sri Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xiii) **SECOND CONFIRMING PARTY** shall mean the said Smt.Nisha Kanol sister of Sri Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xiv) **THIRD CONFIRMING PARTY** shall mean the said Smt Shalini Jalan is also a sister of Aditya Kumar Jajodia and shall include her heirs, legal representatives, executors, administrators, successors and assigns.
- xv) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xvi) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xvii) **PREMISES** shall mean **ALL THAT** the Municipal Premises No. 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).